

**DECLARATION OF RESTRICTIONS, EASEMENTS AND
PROTECTIVE COVENANTS**

FOR

TWIN RIVER FOREST

THIS DECLARATION OF RESTRICTIONS, EASEMENTS AND PROTECTIVE COVENANTS (referred to in this instrument as the "Protective Covenants"), is made by WOODLAND III, Ltd. (referred to in this instrument as "Declarant"), who owns the real property subject to these Protective Covenants, which property includes the following lands:

Parcels 1 through 18, inclusive, of Block A and Parcels 1 through 8, inclusive, of Block B as more particularly described in Exhibit "A" which is attached hereto and by this reference made a part hereof.

The foregoing lands are collectively referred to in this instrument as the "Property" and parcels 1 through 18, inclusive, of Block A and parcels 1 through 8, inclusive, of Block B are referred to as "Parcel" or "Parcels".

NOW THEREFORE, in consideration of the premises and the covenants contained in this instrument, the Declarant hereby declares that the Property will be owned, held, used, transferred, sold, conveyed, devised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens set forth in this instrument. These Protective Covenants are a covenant running with the Property and are binding on the Declarant and on all persons derailing title through the Declarant. These restrictions and Protective Covenants, during their lifetime, are for the benefit of and are a limitation on all present and future Owners of the Property. The Declarant reserves the right to amend these covenants and restrictions for the purpose of curing any scrivener's error, ambiguity or inconsistencies.

The provisions of these Protective Covenants are in addition to and not in lieu of any present or future State, County, or other governmental policies or ordinances affecting land use and other matters. All Owners of the Property agree and covenant to each other to abide by all such ordinances and policies.

1. The Protective Covenants set forth herein are to run with the Property and are binding on all persons claiming an interest in the Property until January 1, 2022. Thereafter, these Protective Covenants will be automatically extended for successive periods of ten (10) years with any changes and modifications, if any, as approved by the Owners. To be effective, such approval must be evidenced by the recording of an instrument placed on public record of Madison County, Florida, and executed by Owners representing the ownership of not less than 75% of the original acreage covered by these Protective Covenants.

2. If anyone violates any of the Protective Covenants contained in this instrument, then the Declarant or the Owner of any portion of the Property or any other owner derailing title through Declarant to other lands in Sections 27, 28, 33 or 34, Township 1 South Range 10 East can enforce these Protective Covenants.

3. Parcels 5, 6, 9, 10, 14, 15, 17 and 18, Block A shall not be further subdivided. No other Parcel shall be further subdivided in such a way as to result in any Parcel that is less than 10 acres in size. For purposes of this paragraph, the term "subdivided" includes any method or conveyance by which a portion of a Parcel is transferred to different ownership than the remaining portions of the Parcel. However, the term "subdivided" shall not include the transfer of a portion of a Parcel to the owner of an adjacent Parcel for the purpose of increasing the size of said adjacent Parcel, so long as the remaining portion of the Parcel is not less than ten (10) acres in size. In such event, the transferred portion of the Parcel shall not be subsequently separated from the ownership of original lands in said adjacent Parcel and no subsequent subdivision of the original lands in said adjacent Parcel shall be allowed except as would have been permitted under this paragraph without the lands added by the transferred portion.

4. No permanent dwelling is permitted which has a ground floor area, exclusive of open porches or garages, of less than nine hundred fifty (950) square feet. No mobile home, manufactured home, or modular homes are permitted unless they also comply with the provisions of paragraph 5 below.

5. All mobile homes, manufactured homes, and modular homes must comply with the following additional requirements:

- A. Minimum width of 24 feet and minimum length of 40 feet (width and length measurements are exclusive of roof overhangs and tongue).
- B. All units must be constructed with wooden or masonite siding or residential horizontal lapped siding that is non-metallic in appearance, and roofs must be shingled with asphalt or fiberglass shingles or other materials that are non-metallic in appearance and commonly used in the construction of site built homes.
- C. All units must be underskirted at the time of set-up or placed on permanent foundation.
- D. All units must be new, first time set-up and neat in appearance.

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6. At least two weeks prior to commencement of any construction on the parcel or set-up of any dwelling unit, the parcel owner shall notify the Declarant or successors of his plans in sufficient detail to demonstrate compliance with these restrictions.

7. The Owner of a Parcel shall not permit trash, junk, garbage or abandoned vehicles to remain on the Parcel, and the Owner shall promptly remove same upon request. In addition to any other remedies at law or in equity, the same may be removed from any Parcel at the sole expense of the Owner of the Parcel, if not removed by the Owner within thirty (30) days of written notice mailed to the Owner by certified or registered mail.

8. All camping, temporary dwellings and storage units must comply with the following additional restrictions:

- A. Travel trailers, campers, motor homes, and temporary dwellings are not permitted to remain on any parcel for any period of time unless they are of good quality and appearance.
- B. Camping in lean to's and similar structures is prohibited.
- C. Travel trailers, campers, motor homes and temporary dwelling units that are of good quality and appearance may be used temporarily, but are not permitted to remain on any parcel more than seven (7) days in any consecutive thirty (30) day period unless serviced by a well, septic tank and electrical power in which case they may not remain on the parcel more than one hundred eighty (180) days in any consecutive three hundred sixty-five (365) day period.
- D. In no event is camping on a Parcel for more than seven (7) consecutive days in any consecutive thirty (30) day period permitted except in a motor home or travel trailer and the motor home or travel trailer is serviced by a well, septic tank and electrical power, and is of good quality and appearance.
- E. No camping or storage of motor homes, campers, vehicles, boats or other items is permitted within 250 feet of any road, nor within 150 feet of any parcel boundary.
- F. All camping must comply with applicable State, Madison County and other local ordinances, which may prohibit camping on the Property altogether or which may require fees or permits.

The foregoing notwithstanding, an Owner with a permanent dwelling on his Parcel will be allowed to store a travel trailer, motor home and/or boat on his land.

9. An Owner may fence his land along his boundary lines. Animal stalls, pens and barns and other structures other than dwelling units are not allowed within two hundred fifty (250) feet of any roadway, nor within one hundred (100) feet of any Parcel boundary. In addition, the Owner shall refrain from creating a nuisance or annoyance to other Property Owners because of the location of these or similar structures or the actions of the animals which they house or contain.

10. The following limitations on animals shall apply to all parcels in the subdivision: The keeping of any variety of swine or roaming fowl is absolutely prohibited. The keeping of poultry for commercial purposes is absolutely prohibited. The keeping of other penned fowl shall not create a nuisance to other property Owners. Other animals shall be limited to one large animal (e.g., horse, cow) per two (2) acres and one small or medium animal (e.g., dogs, cats) per acre. Animals shall not create a nuisance to the neighboring property Owners. In addition to other restrictions at law or hereunder, all animals shall be physically confined to the Owner's property or kept under physical restraint by the Owner (i. e. leash or bridle) at all times.

11. No trade or business, nor any noxious or offensive activity, shall be carried on upon the Property in any way that is or may become an annoyance or nuisance to the other Owners of the subject property.

12. No discharge of firearms is permitted upon the Property.

13. It is the responsibility of the individual Parcel Owner to install culverts and erosion control protection necessitated by the Parcel Owner's construction activities.

14. Dwelling units must be set back a minimum of 200 feet from all roads and 100 feet from any Parcel boundary. All buildings placed on any Parcel must also comply with applicable governmental regulations and ordinances and County setback requirements regardless of the configuration of topography of the Parcel.

15. In the event of a violation or breach of any item within this Declaration by any person or concern claiming by, through or under the Declarant, or by virtue of any judicial proceedings, the Declarant and the Owner of any Parcel, or either of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach, or as to any breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement.

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17: Declarant hereby reserves, for the annual use and benefit of all owners of any portion of the Property, an easement for the purpose of public and private drainage and utilities, over and across all portions of the Property lying within twenty (20) feet of any Parcel boundary line or within fifty (50) feet of the centerline of any County road.

IN WITNESS WHEREOF, this Declaration of Restrictions and Protective Covenants for the real property herein described, has been executed by the Declarant named on the first page on the 8th day of MARCH, 2002.

Signed, sealed and delivered in
our presence as witnesses:

Lisa Davies
Witness #1 - Sign Name
LISA DAVIES
Witness #1 - Print Name
Marilyn B. Hayes
Witness #2 - Sign Name
Marilyn B. Hayes
Witness #2 - Print Name

WOODLAND III, LTD.

By: Dennis G. Lee
Dennis G. Lee, as President of
Florida Woodland, Inc., as
General Partner

STATE OF FLORIDA
COUNTY OF ALACHUA

THE FOREGOING instrument was acknowledged before me this 8th day of MARCH, 2002,
by DENNIS G. LEE, as president of Florida Woodland, Inc., General Partner of WOODLAND III, Ltd., who is personally
known to me.

Lisa Davies
Printed Notary Name
Notary Public, State of Florida
Commission No.
My Commission Expires:

(SEAL)

LISA DAVIES
NOTARY PUBLIC, STATE OF FLORIDA
MY COM. EXP. FEB. 20, 2003
COMM. # CC-604200
Bonded By Old Republic Surety Company