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**DECLARATION OF EASEMENTS, RESERVATIONS AND PROTECTIVE COVENANTS**  
**Aucilla Plantations**

This Declaration of Easements, Reservations and Protective Covenants ("the Declaration") made this 14th day of December, 2005, by Madison Timberland, LLC a Florida limited liability company, herein after called Declarant;

WHEREAS, the Declarant is the owner of the real property described in Article I of this Declaration (the "Property") and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of the Property and for each owner thereof and shall apply to and bind the successors interest of any owner thereof.

WHEREAS, Declarant has deemed it desirable for the preservation of the values and amenities established as aforesaid to create a not-for-profit corporation pursuant to Chapters 617 and 720, Florida Statutes, known as the Aucilla Plantations Property Owners Association, Inc. (the "Association"), to which there has been and will be delegated and assigned certain powers and duties of operation, administration, maintenance and repair of streets and water management systems and other common properties, including the collection and disbursement of assessments for maintenance of the same.

NOW, THEREFORE, Declarant declares that the Property (described in Article I below) is and shall be owned, used, sold, conveyed, encumbered, demised, and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, burdens, liens, and all other provisions of this Declaration, all as hereinafter set forth, which shall run with the Property and be binding on all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each "Owner" (as that term is hereinafter defined) thereof. The Property is subjected to this Declaration to provide enforceable standards of improvement and development so that aesthetics, living conditions and property values may be protected and enhanced.

**ARTICLE I.**

The Property to be, held, transferred, sold and conveyed subject to these protective covenants is located in Madison County, Florida, and is more particularly described as follows:

Parcels One (1) through Parcels One Hundred and Thirty Seven (137),  
being part of the tract designated as Aucilla Plantations, as more fully  
shown on that certain map prepared by Delta Land Surveyors, P.L.S.  
#5140.

No land other than that described above shall be subject to this Declaration. The individual numbered tracts as shown within the Property are referred to herein as a "Parcel."

"Common Area" shall mean and refer to those portions of Property owned or used by the Association, and devoted to the common use and enjoyment of all Owners, together with any improvements thereon, including, without limitation, any streets, roads, common identification signage,

within or about the Property. Without limiting the generality of the foregoing, the streets named and designated in Exhibit A shall be Common Areas.

## ARTICLE II.

The Property is subject to the following building and use covenants:

- A. No parcel shall be used except for residential and recreational purposes. No residence shall be erected, constructed, maintained, used or permitted to remain on any parcel other than one single-family dwelling of not less than 1,400 square feet of heated living space with a minimum of 1000 square feet on the first floor. Once construction has begun on said dwelling, all exterior construction must be completed within one (1) year of the commencement of construction. There shall be no single-wide mobile homes/manufactured homes, no double-wide mobile homes/manufactured homes, no modular buildings, no previously constructed homes, systems built homes or buses situated on any parcel as a residence or for storage, either temporarily or permanently. Only site built/stick built or log homes are permitted within Aucilla Plantations.
- B. No more than one barn or outbuilding may be constructed on any parcel. Said outbuilding shall be used only for the purposes of housing boats, cars, RVs, lawn, garden equipment and horses. Said building must be constructed in a workman-like manner and may not be constructed more than one year prior to construction of the main residence. This building must be enclosed on at least three sides and the top with some sort of door, which would thus close in all four sides of the building.
- C. All clotheslines, garbage cans, above-ground tanks, woodpiles, and other similar items shall be located or screened so as to be concealed from view of the other parcels, streets and areas in Aucilla Plantations outside the parcel on which such items are located. Each parcel owner shall provide closed sanitary receptacles for garbage and all rubbish, trash, and garbage shall be regularly removed from each tract and shall not be allowed to Accumulate thereon. Furthermore, no bedding or clothing of any type, nor any towels, clothes or other items of wearing or cleaning apparel, or any mops, brushes, brooms or other types of cleaning apparatus shall be hung or placed outside of any structure located on any parcel in such a manner as to be visible from any street, or other tract.
- D. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any parcel unless it is an integral and harmonious part of the architectural design of a structure.
- E. No structure, other than a fence, may be built within fifteen (15) feet of any Parcel property line.
- F. No commercial cutting of timber shall be permitted on any Parcel.
- G. No television or radio receiver or transmitter or other antenna or tower which is visible from the street or adjoining Parcel will be permitted; however, an Owner shall not be prohibited from installing equipment necessary for a master antenna system, security system, cable television and mobile radio systems or other similar systems within the Property.

H. No swine, livestock or poultry shall be raised or bred on any parcel; however household pets such as cats or dogs are permissible provided they are not bred or maintained for commercial purposes. Horses will also be allowed, provided that no more than one (1) horse per fenced in acre is to be kept on any parcel and that any such animal is housed in a barn or other similar structure and enclosed with approved fencing.

I. Each parcel owner shall maintain any improvements placed upon any parcel, and no unsightly or dilapidated buildings or other structures shall be permitted on any parcel.

J. No junked, inoperable or unlicensed automobiles, trucks or heavy equipment shall be located, parked, or stored on any parcel or road in Aucilla Plantations except in an enclosed garage. No unsightly vehicles of any type or description may be placed upon any Parcel where they are visible from an adjoining Parcel or any street.

K. No trade, commerce or other activity which may be considered a nuisance to the neighborhood may be carried on upon any parcel. It is permissible to operate a home-based business, provided that deliveries to the home do not exceed two (2) UPS, Federal Express or similar express carrier per day. No trade materials or inventories may be stored upon any parcel and no tractor trailer type trucks, house trailers or mobile homes may be stored or regularly parked on any parcel. Home-based businesses shall be allowed to store small inventories within the residence or enclosed out building situated on the parcel. No advertisements or signage of any kind will be permitted on any parcel for home-based businesses. Notwithstanding the foregoing, no Parcel shall be used for the establishment of a hunt club; no Parcel shall be leased for the purpose of hunting; and, no commercial cutting of timber shall be permitted on any Parcel.

L. No Parcel shall be further divided or subdivided by an Owner other than Declarant. Declarant shall have the absolute right, in Declarant's sole discretion, to combine and divide or re-divide any parcels owned by Declarant and to place on record, plats of any such combined, divided or re-divided parcels so long as they comply with applicable land use regulations and zoning. Further, Declarant has the right to submit or withdraw said Parcels from the provisions of these covenants without the consent of the owners of the other parcels or the Association. Should Declarant elect to combine any Parcel or Parcels, the resulting Parcel shall be considered one Parcel for all purposes hereunder, including for the purpose of levying assessments. Likewise, should the Declarant elect to divide any Parcel, the resulting Parcels shall each be considered one Parcel for all purposes hereunder.

M. No well for the production of or from which there may be produced, oil, gas or minerals shall be dug or operated upon any Parcel not owned by Declarant, nor shall any machinery, appliance or structure ever be placed, operated or maintained thereon in connection therewith, nor shall there be any subsurface mining or drilling activity thereon; provided further that the prohibition against drilling activity shall not include any drilling or excavation activity associated with the installation of utilities and communication facilities and any activities associated with soil testing, construction of building foundations or master drainage control.

N. The Declarant reserves the right to erect signs in Aucilla Plantations. Signs may be erected by individual parcel owners, but are limited to name, address, and "For Sale" signs no larger than,

two (2) feet by two (2) feet in size. Signs can be placed only on individual Parcels. Directional signs or any signs for advertisement at the entrance and road intersections are prohibited. Signs must be neat, clean and must be made of metal or wood material. No "For Sale" signs may be erected on any parcel until election of the Association.

O. Any grading or other land use which creates erosion runoff into streams, wetlands or other tracts is prohibited. Any grading performed in violation of any county, state or federal ordinance, statute or regulation shall be deemed to be a noxious or offensive activity.

#### ARTICLE III.

Aucilla Plantations is not a campground. Parcel owners are not, however, prohibited from overnight stays on their Parcel in professionally manufactured motor homes, travel and camping equipment, including a tent, provided the camping equipment is not left on any Parcel for more than seven (7) days out of any thirty (30) day period and is not in violation of any local ordinance. Permanent dwelling in any type of travel trailer, motor home or camping equipment is strictly forbidden.

#### ARTICLE IV.

The streets, roadways, rights-of-way and other Common Areas throughout Aucilla Plantations are for the common use of the Declarant, and the heirs, successors or assigns of the Declarant and Parcel Owners. There shall be no access to any Parcel except from designated streets and roads within Aucilla Plantations as shown on the Map of Aucilla Plantations.

#### ARTICLE V.

Every person or entity who is a record owner of a fee or undivided fee interest in any Parcel which is subject to this Declaration shall be a member of the Association ("Member"). Membership shall be appurtenant to and inseparable from ownership of a Parcel. Transfer of ownership either voluntarily or by operation of law shall terminate membership in the Association, and said membership shall thereupon be vested in the transferee. When any Parcel is owned by more than one (1) person, firm, individual, corporation or other legal entity, the composite title holder shall be and constitute one (1) Member of the Association. Any person, firm, individual, corporation or legal entity owning more than one (1) Parcel shall be as many Members as the number of Parcels owned.

The Declarant shall have the right to appoint and remove all officers and directors in the Association until "Transition". "Transition" shall occur no later than three (3) months after 90 percent of the Parcels in the community that will be operated by the Association have been conveyed to members other than Declarant. After Transition, Declarant shall be entitled to elect at least one member of the board of directors of the Association as long as the Declarant holds for sale in the ordinary course of business at least 5 percent of the parcels in the community. After the Declarant relinquishes control of the Association, the Declarant may exercise the right to vote any Declarant-owned voting interests in the same manner as any other member, except for purposes of reacquiring control of the Association or selecting the majority of the members of the board of directors

Each parcel owner other than Declarant shall be entitled to one vote for each Parcel owned by such owner. Declarant shall be entitled to ten votes for each parcel owned by Declarant.

#### ARTICLE V.

Each Owner and each tenant, agent or invitee of Owners shall have a right and easement of enjoyment in and to the Common Areas, including streets and roads, and such easement shall be appurtenant to and shall pass with the title of the Parcel, subject to this Declaration, including the following:

- (a) The right and duty of the Association to levy assessments against each Parcel for the purpose of maintaining the Common Areas and facilities;
- (b) The right of the Association to adopt and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon;
- (c) The right of Declarant and the Association to grant and reserve easements and rights-of-way in, through, under, over and across the Property for the installation, maintenance, and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television and other utilities, and the right of Declarant to grant and reserve easements and rights-of-way in, through, under, over, upon and across the Property for the completion of the development;
- (d) So long as Declarant shall own any Parcel, the right of Declarant to erect and maintain any utility lines and electric lines within Common Areas, or to grant any easements or rights-of-way over the Common Areas, together with the right of ingress and egress for the purpose of installing and maintaining the same; and,
- (e) The rights of tenants and Owners to use the facilities on the Common Area.

Declarant does hereby establish and create for the benefit of the Association and for the benefit of any and all Owners of Parcels subject to this Declaration, their tenants, invitees and Institutional Mortgagees and does hereby give, grant and convey to each of the aforementioned, an easement for ingress and egress by vehicles or on foot, as practicable (and to connect with and use utilities and drainage lines in, through, over, under and across) the Common Area streets and roads.

In addition, easements for installation and maintenance of utilities and drainage facilities are reserved fifteen (15) feet in width over all side Parcel lines including lines along any road in Aucilla Plantations (but the same shall be subject to and shall not be deemed to prohibit or interfere with the Owner's ingress and egress to the Parcel). In addition, the Property is subject to easements, set backs and road rights-of-way as shown on the attached Map, if any.

Fire, police, emergency, health, sanitation, postal service, and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the streets and roads within Property as needed, but this right shall not include any right of the public to use such streets and roads.

ARTICLE VI.

Each Owner of any Parcel by acceptance of a deed or instrument of conveyance, or by operation of law, whether or not it shall be so expressed in such deed or other instrument of conveyance, including any purchaser at a judicial sale, or by the acquisition of title in any other manner, shall be deemed to covenant and agree to pay to the Association:

a. Annual assessments or charges for the maintenance of the Common Areas, including such reasonable reserves as the Association may deem necessary. The annual assessment for each Parcel within Aucilla Plantations shall initially be the sum of four hundred dollars (\$400.00) per parcel, per year.

b. Special assessments as provided in this Article and the Bylaws for the benefit of the Owners.

c. The Annual and Special Assessments, together with such interest and costs of collection as hereinafter provided, shall, upon the recordation of a claim of lien, be a charge on the land and shall be a continuing lien upon the Parcel against which each such assessment is made. The lien shall become effective upon, and take priority from the date of, recording of a claim of lien in the County, which claim of lien shall be subject to the terms and conditions for other liens of the Association which are set forth in this Declaration. Each such assessment, together with interest and costs of collection, shall also be the personal obligation of the person who is the Owner of such Parcel at the time when the assessment became due. All assessments by the Association for Operating Expenses shall be assessed against all Parcels equally. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use or abandonment. Furthermore, the obligation of the Association and the Owners for assessments, and the obligation for maintenance shall commence upon conveyance of the Parcel.

d. Annual or Special assessments levied by the Association shall be used for the purpose of promoting the safety and welfare of the Owners and for the cost of the improvement, maintenance and repair obligations of the Association, including, without limiting the foregoing, the payment of taxes (if any), insurance, repair, replacement, maintenance, additions, and the cost of labor, equipment, materials, utilities, services, management and supervision, as well as any other costs set forth in this Declaration for which the Association is responsible and the cost of operating the Association. Without limiting the foregoing, Assessments may be used for maintenance and repair expenses for roads, ditches and culverts and mowing and/or weed-eating of road banks and ditches for roadways within Aucilla Plantations with the exception of private driveways and culverts used for access to Parcels; maintenance expenses for water management structures, entrances, landscaping, fencing and signage; electric bills, postage and insurance; reasonable administration costs for the perpetual continuation of the Association; payment of reasonable legal fees to enforce any violation of covenants contained or amended within this Declaration; and, payment of premiums on all insurance which the Association may elect or be required to maintain.

e. Each Parcel shall commence paying its share of the Association assessments commencing on the date title to the Parcel is conveyed by deed from Declarant to the first grantee thereof, provided, however, a conveyance by Declarant to a related or affiliated entity or subsidiary shall

not be deemed a conveyance to the first grantee. The assessment for each Parcel shall be arrived at by dividing the total anticipated expenses reflected by the budget by the total number of all Parcels.

f. Between the date of recording of this Declaration and until the earlier to occur of (i) the date on which all Parcels have been conveyed to persons other than Declarant, or (ii) Transition, Declarant shall not be required to pay assessments on Parcels owned by Declarant, but shall pay the difference between the amount of the actual expenses expended by the Association, and the amount of the assessments collected by the Association. During this time period, Declarant's responsibility to fund deficits in the budget shall not include and shall never be deemed to include, funding of reserves for repair or replacement of capital improvements.

g. All assessments shall be payable monthly or quarterly in advance or on such other basis as is ordered by the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Parcel and shall prepare a roster of the Parcels and assessments applicable, which shall be kept in the office of the Association and shall be open to inspection by any Member.

h. If an assessment is not paid on the date when due, then at the option of the Board, such assessment, together with the balance of the annual assessment established by the Board, shall become delinquent and shall, together with interest thereon, late charges and the cost of collection thereof, including reasonable attorneys' fees and court costs, thereupon become a lien on the Member's Parcel. Such lien is effective and shall take priority as of the date of recording of a claim of lien in the public records of the County, and may be foreclosed in the manner provided for mortgages. The personal obligation of the Member who was the Owner of the Parcel when the assessment fell due, to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them, although the lien shall continue to encumber the Parcel.

i. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum permissible rate in the State of Florida. A late charge may be assessed by the Association through its Board in an amount to be determined by the Board from time to time. The Board may bring an action at law against the Member or former Member personally obligated to pay the same or it may bring an action to foreclose the lien against the property. There shall be added to the amount of such assessment the costs and attorneys' fees incurred in pursuing the collection thereof, including, but not limited to the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the court, together with the cost of the action and the aforesaid late charge. Upon the written request of a Member or his Institutional Mortgagee, the Board or its designee shall furnish a written statement of the unpaid charges due from such Member which shall be conclusive evidence of the payment of amounts assessed prior to the date of the statement but unlisted thereon. A reasonable charge may be made by the Board for issuance of such statements.

Funds necessary for capital improvements, emergencies, non-recurring expenses, shortfalls in the budget, or expenses attributable to a particular Owner may be levied by the Association as special

assessments, upon approval of the Board of Directors, or as may be provided in the Bylaws of the Association.

#### ARTICLE VII.

No residence, building, wall, fence, decking, paving, awning, pool, storage shed, door screening or other structure or improvement of any nature shall be erected, placed, modified, altered or permitted to remain on any Parcel unless the construction plans and specifications and a plan showing the kind, shape, materials, colors and location of the structure, exterior elevations, and landscaping, as may be required by the Architectural Review Committee (ARC) have been approved in writing by the ARC. All buildings, walls, fences, or other structures or improvements of any nature, shall be erected, placed or altered upon the Property only in accordance with the plans and specifications and Parcel plan so approved. Refusal of approval of plans, specifications and Parcel plan, or any of them, may be based on any ground, including purely aesthetic grounds, which, in the reasonable discretion of said ARC seems sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The ARC shall have the power to promulgate such rules and regulations, including the power to adopt and charge appropriate uniform fees for required reviews, as it deems necessary to carry out the provisions and intent of this paragraph.

(a) The ARC shall review the proposed submission as to consistency with the below described standards.

(b) The ARC shall be comprised of not less than three (3) nor more than seven (7) persons. The Members of the Committee shall be appointed by Declarant, its designees, successors or assigns. The membership, rules of procedure and duties of the Committee shall be prescribed by and, from time to time, changed or modified by Declarant. If and when Declarant deems the circumstances appropriate, Declarant, in its sole discretion, may assign to the Association, or any other body, all or part of the rights, duties, and functions of the ARC as set forth in this Declaration. From and after the date of any such assignment, Declarant shall be relieved of any further duties or obligations concerning the Committee, and the Association or other body shall assume the duties and obligations and perform the functions as set forth herein.

(c) Any Parcel owner who commences to build without written permission and stamped plan approval from the ARC is subject to a fine of \$100.00 per day for every calendar day from date of starting construction (i.e. digging footings, clearing parcel to build) until receipt of approval letter from the ARC. The ARC reserves the right to bring legal action against parcel owners who start building without approved plans. Any land disturbance must be stabilized within twenty-four (24) hours, failure of parcel owner or owner's agent to stabilize disturbed area could result in a fine of \$100.00 per day levied by the ARC or Declarant.

(d) The ARC has created "Building Standards" which summarize the construction standards to be used as the criterion for the approval of proposed improvements. The ARC, Declarant, or Association shall have the power to modify, alter, supplement, or amend Building Standards at any time by an affirmative vote of seventy percent (70.0%) of parcel owners, excluding Declarant, but such change shall not be effective as to improvements, which have previously been approved. The actions of



the ARC through its approval or disapproval of plans, and other information submitted pursuant hereto, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

(e) All communications and submittals shall be addressed to Aucilla Plantations ARC, Bryan Hamby, 17505 West Catawba Ave. Suite 350, Cornelius, NC 28031, or to any such address as the ARC shall hereinafter be designated in writing. The ARC shall reply in writing to all plan submittals within thirty (30) days of receipt hereof. The ARC shall have 30 days to approve complete plans that have been submitted by parcel owner(s) or builder. If the ARC shall disapprove, in whole or in part, any submission required herein, the Committee shall notify the person, firm or entity making the submission of the reasons for such disapproval and the changes required to obtain approval. If the ARC fails or refuses to approve or disapprove a submission containing all the requirements within 30 days after the submission is complete, it shall then be presumed that the submission has been approved by the ARC.

(f) The following are "Building Standards" for the Aucilla Plantations ARC:

Clearing:

The clearing of home sites or pastures is permitted provided that no more than thirty-five percent (35%) of trees that measure eight (8) inches or greater in diameter at the base of the trunk of the tree on any parcel may be cleared without the prior approval of the ARC. The removal of any dead or leaning trees is not prohibited in any circumstance. Cutting of smaller trees/bush hogging is permitted and will not be considered part of the thirty-five percent (35%) allowed clearing so long as trees that are cut are less than eight (8) inches in diameter at the base of the trunk of the tree. Existing open land or pasture will not be considered part of the thirty-five percent (35%) allowed clearing. The cutting of any Live Oak trees should be avoided and any desired removal would require prior approval with the ARC.

Building Type:

Stick built construction only (no mobile, modular or systems built homes).

Exterior:

- Block, brick, rock/stone foundation. Exposed concrete or block must have stucco applied on or before completion of home.
- Wood, log, rock/stone, stucco, brick, cement based siding (such as Hardie-plank) and any combination is permitted. Vinyl and aluminum siding is not permitted. Any siding made of materials other than wood must be approved by the ARC.
- Any new materials that are approved by the Florida Homebuilders Association may be considered and must be approved by the ARC.
- Exterior of homes must be of earth tone colors.
- Windows/doors must be of sound quality and workmanship and installed properly.
- No satellite dishes over 18 inches in diameter shall be permitted.
- No pre-fabricated, metal or plastic outbuilding will be permitted. Outbuildings, where permitted, must be constructed of similar materials and colors as the home. Exceptions for materials and colors of barns constructed on properties will be at the discretion of the ARC.

- Detached garages are permitted, but must be constructed of the same exterior material as the home.
- Roof-pitch must be a minimum of 6/12. This also applies to outbuildings and detached garages.

Contractor Responsibilities:

- Contractor must have proof of insurance; to include but not limited to transportation, workman's compensation, errors and omissions and liability insurance of no less than one million dollars.
- Contractor may be required to provide references to ARC prior to plan approval.
- Contractor must provide one (1) portable toilet for each job site within the development. The contractor must present a maintenance agreement, which allows for weekly dumping/cleaning of portable toilet.
- Contractors must have a dumpster on site for each job site. Trash and excess/waste building materials shall be placed in dumpster at the end of each working day.
- The ARC reserves the right to levy fines of \$100 per day against contractors who do not adequately clean building site or do not have a functioning portable toilet.
- Building materials cannot be placed within road rights of way or utility easements.
- Contractor must assume liability for all construction vehicles that enter Aucilla Plantations en route to their job site, specifically overweight vehicles that damage road surface and negligence of operators. Concrete truck weight limit is 5 yards per truck.
- Contractor is responsible for actions of any/all subcontractors.
- Contractors/subcontractors are responsible for any cut, break or damage to underground utility caused by their negligence.

Parcel Owner Responsibilities:

- Present two (2) copies of blue line schematic drawings of home to ARC. Colors used on exterior of home must be included and color samples may be required.
- Present all materials requested on attached Architectural Control Checklist to the Aucilla Plantations ARC.
- Have permission of ARC before commencement of construction.
- Parcel owner is responsible for agents, employees, contractors, subcontractors and assigns.
- If the parcel has been improved (built upon), then the owners of the improved parcel shall maintain their parcel (s) to neatly kept and mowed condition. All stumps, brush piles and debris shall be removed from parcel (s) or hidden from sight from the roadways.

Architectural Control Checklist:

Below is a checklist of items needed for house plan approval from the ARC.

Preliminary Approval:

- 2 copies of preliminary site plan disclosing location of all improvements to be placed on parcel (one copy will be returned to you and one copy will be kept and placed in your file)

Final Approval:

- 2 copies of schematic drawings of home (locating improvements on parcel, showing elevations on all four sides, color schemes, building materials, and all site improvements, is recommended, one copy will be returned to you and one copy will be placed in your file).
- Contractor/Builders name
- Proof of insurance (builders risk, E&O, Auto & liability, workmen's compensation)
- List of Subcontractors to be used
- Copy of portable toilet and dumpster contract or receipt of payment
- Copy of signed disclaimer from Contractor
- General description of building materials

Upon receipt of all the above items, the ARC will respond within 15 days for Preliminary Approval and 30 days after all documents have been received for Final Approval. Copies of correspondence to the ARC will be kept and placed in the Association's files.

Neither the ARC, nor any member, employee or agent thereof, shall be liable to any owner of a parcel or to anyone submitting plans for approval or to any other interested party by reason of mistake in judgment, negligence, or nonfeasance in connection with the approval, disapproval or failure to approve any such plans or for any other action in connection with its or their duties hereunder. Likewise, anyone who submits plans to the ARC for approval agrees not to bring any action or suit to recover any damages against the Declarant, the ARC, or any partner, member, employee or agent of the Declarant or the ARC.

The ARC may make exceptions to the provisions herein, when, in its sole discretion, such exceptions would not be in conflict with the intended character of the property subject to this Declaration when fully developed and occupied in Accordance with the Declarant's plans and objectives therefore.

ARTICLE VIII.

These covenants, as the same may be amended from time to time, shall run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2030, at which time said covenants shall be automatically extended to successive periods of ten (10) years unless, by vote by majority vote of the current owners of the Parcels described herein, it is agreed to terminate said covenants in whole or in part.

Enforcement of these covenants and restrictions shall be by Declarant, its assigns, the Association or any Owner of a Parcel by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure by Declarant, the Association, any Owner or other party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any proceeding at law or in equity provided for in this Section shall be entitled to recover in said suit the cost of the action, including reasonable attorneys' fees as fixed by the court, including attorneys' fees in connection with appeal of any action. Enforcement of this Declaration is subject to the provisions of Chapter 720, Florida Statutes.

ARTICLE IX.

Invalidation of any of these covenants or any part thereof by judgments or Court order shall in no way affect any of the other provisions which shall remain in full force and effect. The failure of any person or persons to take action to restrain the violation of any of these covenants and restrictions shall not be construed as waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

ARTICLE X.

The Declarant may waive, amend or modify any of the provisions of this Declaration in its sole discretion, without the joinder of any other party, until the last parcel has been sold. This Declaration may also be amended at any time by the affirmative agreement signed by parcel owners to which at least seventy percent (70.0%) of the votes in the Association are allocated, provided, however, that no such amendment shall be effective without the approval of Declarant, for so long as Declarant owns any parcel.

ARTICLE XI.

- (a) Definition of Surface Water or Stormwater Management System. A system which is designed and constructed or implemented within the Property to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C. or regulations of similar import. For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Area and shall include any drainage swales located within the Common Areas.
- (b) Maintenance of Surface Water or Stormwater Management System.
- (i) The Association shall maintain all lakes, swales, drainage areas, drainage easements, and control structures, and shall preserve and protect all designated conservation areas and littoral zones located within, adjacent, or in near proximity to the Property, in accordance with all permit requirements and conditions contained in applicable dredge fill, consumptive use, or any other applicable permits issued by the Suwannee River Water Management District ("SRWMD"), United States Army Corps of Engineers ("ACOE"), Florida Department of Environmental Protection ("FDEP"), and St. Johns County, Florida and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by local, state and federal authorities having jurisdiction.
- (ii) The Association shall be responsible for the maintenance, operation and repair of the Surface Water and Stormwater Management System. Maintenance of the Surface Water and Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance of other surface water, or stormwater management

capabilities as permitted by the SRWMD. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the SRWMD.

(iii) All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration. The maintenance responsibilities of the Association payable through assessment of the Owners shall specifically include, but not be limited to, the perpetual maintenance of all retention ponds, drainage swales, and all other drainage and stormwater management improvements lying within the Property, and all other such improvements, constituting a part of the Surface Water or Stormwater Management System permitted by the SRWMD.

(c) Association Powers and Duties. The Association shall operate, maintain, and manage the surface water or stormwater management systems in a manner consistent with requirements and applicable SRWMD rules, and shall assist in the enforcement of the restrictions and covenants herein contained. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

(d) Assessments. Common Element Assessments shall be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures, and drainage easements.

(e) Jurisdictional Areas and Permits. The Property has been or will be developed in accordance with requirements of the permits issued by the ACOE, SRWMD or other environmental agencies ("permits").

(i) The permits are, or will be, owned by the Association and the Association has the obligation to assure that all terms and conditions thereof are enforced. The Association shall have the right to bring an action, at law or in equity, against any owner violating any provision of the permits.

(ii) In the event that an Owner violates the terms and conditions of the permits and for any reason the Declarant or the Association is cited therefore, the owner agrees to indemnify and hold the Declarant and the Association harmless from all costs arising in connection therewith, including without limitation all cost and attorneys' fees, as well as all costs of curing such violation.

(f) Permit responsibilities and indemnification. The Association shall accept assignment of the Permit(s) and shall be solely responsible for maintenance and operation of the surface water or stormwater management system pursuant to the Permit. Subsequent to Transition, the Association shall indemnify, defend and hold the Declarant harmless from all suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damage, or any other damage arising from or out of an occurrence in, upon, at or resulting from the operation or maintenance of the Surface Water or Stormwater Management

System, occasioned wholly or in part by any act or omission of the Association or its agents, contractors, employees, servants or licensees.

- (g) Easements. The Association shall have a perpetual non-exclusive easement for drainage over the entire surface water and stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the SRWMD.
- (h) Drainage Flow. Drainage flow shall not be obstructed or diverted from drainage easements. The Declarant or the Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to be necessary to maintain reasonable aesthetic standards relative to the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable aesthetic standards. These easements shall not include the right to disturb any permanent improvements which are not located within the specific easement area designated on the plat or reserved in this Declaration or to disturb any jurisdictional wetland area. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water into sanitary sewer lines.
- (i) Enforcement. The SRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System and/or jurisdictional wetlands or conservation areas subject to the control of the SRWMD, and it shall be the Association's responsibility to assist the SRWMD in any such enforcement proceedings.
- (j) Amendment. Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior written approval of the SRWMD.
- (k) Dissolution. This Declaration may not be terminated unless adequate provision for transferring perpetual maintenance responsibility for the Surface Water or Stormwater Management System obligation to the then Owners of the Property, and said transfer obligation is permitted under the then existing requirements of the SRWMD or its successors and the County or any other governmental body that may have authority over such transfer. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Surface Water or Stormwater Management System and the Permits must be assigned to and accepted by an entity approved by the SRWMD.

#### ARTICLE XI

All rights of Declarant hereunder may be transferred by the Declarant hereunder to a successor Declarant purchasing one or more of the remaining parcels owned by Declarant; however, no such successor shall become a successor Declarant hereunder unless a written instrument, signed by the

Declarant hereunder, specifically transferring the rights of Declarant hereunder, is recorded in the Office of the Office of the Clerk of Court for Madison County, Florida.

IN WITNESS WHEREOF, MADISON TIMBERLAND, LLC. has caused this instrument to be executed in its name by its Member- Manager, this the day and year first above written.

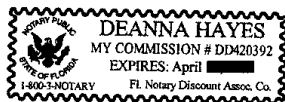
MADISON TIMBERLAND, LLC

By: [Signature]  
Tim Ritch, as Managing Member

STATE OF Florida  
COUNTY OF: Duval

I, Deanna Hayes, a Notary Public of the State and County aforesaid, certify that Tim Ritch personally appeared before me this day and acknowledged that he is an agent for MADISON TIMBERLAND LLC, a Florida limited liability company and by authority duly given and as the act of the LLC.

WITNESS my hand and official seal, this the 14<sup>th</sup> day of December 2005.  
Deanna Hayes My commission Expires: 4/19/09  
Notary Public



Filed for Record in  
MADISON  
TIM SANDERS  
12-15-2005 At 03:58 pm.  
RESTRICTION 129.00  
OR Volume 791 Page 298 - 312

JAX: [Redacted]