

RESTATED
DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR
RIVER TRACE SUBDIVISION

This Restated Declaration of Restrictions and Protective Covenants (hereinafter referred to as the "Protective Covenants") for RIVER TRACE Subdivision shall hereby completely amend and replace the "Declaration of Restrictions and Protective Covenants for River Trace Subdivision" as recorded in OR Book 729 Pages 314 – 317, Madison County Florida.

This Declaration of Restrictions and Protective Covenants (hereinafter referred to as the "Protective Covenants") for **RIVER TRACE SUBDIVISION**, a subdivision as recorded in the public records of Madison County, Florida, Plat Book 2, pages 28 - 30, is made this 15th day of October, 2004, by **OLD BLUE SPRINGS LLC, a Limited Liability Company** (herein after referred to as the "Developer") the owner of the real property subject to these Protective Covenants and more particularly described herein below, said real property being referred to as **RIVER TRACE SUBDIVISION**.

WHEREAS, the Developer, **OLD BLUE SPRINGS LLC, a Limited Liability Company** is the owner in fee simple of the following described real property:

RIVER TRACE SUBDIVISION

A Subdivision, as more particularly described in The Plat thereof filed at Plat Book 2 Pages 28 - 30 of the Public Records of Madison County Florida.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the Developer hereby declares that said real property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations regulations, burdens and liens hereinafter set forth. These Protective Covenants shall constitute a covenant running with the land and shall be binding upon the undersigned and upon all persons deriving title through the undersigned. These Restrictions and Protective Covenants, during their lifetime, shall be for the benefit of and a limitation upon all present, or future State, County, or other governmental policies or ordinances affecting the land use and other matters. The owners agree and covenant to each other to abide by all such ordinances and policies.

1. These Protective Covenants are to run with the land and shall be binding on all parties and all persons claiming by, through or under them until September 15, 2024. Thereafter, said Protective Covenants shall be automatically extended for successive periods of ten (10) years. The Developer shall have the right, at any time until Developer has sold all lots in the subdivision, to amend these Protective Covenants, as it, in its sole discretion, deems appropriate. After the Developer has sold all lots in the subdivision, these Protective Covenants may be amended at any time, if such amendment is approved by the owners representing the ownership of not less than 75% of the lots covered by these Protective Covenants. Such approval shall be evidenced by the recording of an instrument placed on public record in Madison County, Florida executed by said owners. Invalidity of any one of these covenants by judgments or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

2. If the parties hereto, or any of them, or their successors or assigns, shall violate any of the Protective Covenants herein, it shall be lawful for the Developer or any other person or persons owning any real property situate in said development or subdivision to enforce these Protective Covenants. Enforcement shall be by action at law or in equity against any person or persons violating or attempting to violate any covenants either to restrict violation or to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney.

3. Permanent dwellings shall be constructed in a professional manner meeting all requirements of the Madison County Building Department and all dwellings must have a minimum inside heated and cooled area of One Thousand (1000) square feet. No Mobile Homes or modular homes shall be constructed or otherwise placed on any lot in the subdivision. All single family dwelling units must be site built.

All materials used in construction shall be of new material and all construction must be completed within a reasonable period of time. All improvements to the property shall be done in a neat and orderly manner. Prior to the construction of or set up of any dwelling the owner must receive written authorization of compliance from the developer or his agent. The Developer must respond within thirty (30) days of this written request, either accepting or rejecting the same, or approval by the Developer shall not be necessary.

4. Trash, junk, garbage and abandoned automobiles shall not be allowed to be placed nor to remain on any lot. Each homesite area is to be maintained in a neat and orderly appearance free of clutter and miscellaneous items scattered around.

5. An owner with a permanent dwelling on his lot will not be prohibited by these Protective Covenants from maintaining or parking a travel trailer or motor home on their land provided the travel trailer, camper and motor homes are not occupied while on the land and it is placed behind the dwelling.

6. No noxious or offensive activity shall be carried on upon the herein described lots. No trade or business will be allowed if any of these activities may be or may become an annoyance or nuisance to the other owners in the subdivision.

7. These restrictions will limit each parcel to no more than two single-family dwelling units. Current Government Regulations will also restrict the number of dwellings per parcel. Check with Madison County Building and Zoning for current Regulations.

8. These Protective Covenants will not prohibit the land owner from fencing his land along his boundary lines and grazing cows, horses, goats, etc. providing, however, that said animals do not create a nuisance to the neighboring property owners. No pigs, chicken barns, animal pens or any other structures permanent or temporary including a residential dwelling, recreational vehicle, sheds, etc, or vehicles or any other man made items (other than fences, mail box, for sale sign, or 30' wide drive way) shall be allowed within the buffer set back zone which is 100' off of a road (except cul-de-sac set backs are 50'). In addition, there is a rear agricultural buffer as shown on the plat. Animals, whether by action or number, shall under no circumstance disturb the peaceful enjoyment of nearby landowners or create a nuisance to the neighbors in the development, in particular, animals shall not create a nuisance through noise, odor, insect infestation or any health hazard.

9. A 10' Easement for Utilities and Drainage exists on all side lot lines. A 20' Utilities and Drainage easement exists on all front and back lot lines.

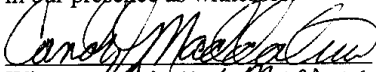
10. No hunting or discharge of firearms shall be permitted upon any lot within the subdivision.

11. In the event of a violation or breach of any item within this Declaration of Restrictions for **RIVER TRACE SUBDIVISION** by a person or concerned party claiming by, through or under the Developer, or by virtue of any judicial proceedings, the Developer and the owner of any lot located on the herein above described real property , 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.

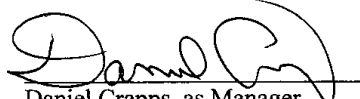
12. Government comprehensive plans, zoning, land development regulations and other rules and regulations supersede these restrictions and protective covenants. The Madison County Office of Planning and Zoning should be contacted to obtain the latest information regarding requirements and restrictions on use and development before making plans for the use of lots in **RIVER TRACE SUBDIVISION**.

IN WITNESS WHEREOF, this Declaration of Restrictions and Protective Covenants for the real property herein described has been executed by the Developer named on the first page hereof as of the day and year first above set forth.

Signed, sealed and delivered
in our presence as witnesses:

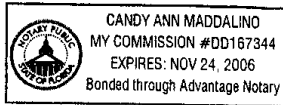

Witness: CANDY MADDALINO

Mary Lyons
Witness: MARY LYONS


Daniel Crapps, as Manager
OLD BLUE SPRINGS LLC, a
Limited Liability Company

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing Declaration of Restrictions and Protective Covenants was acknowledged before me this 15th day of October, 2004, by is personally known to me.




Notary Public

This instrument was prepared by:
Old Blue Springs, LLC
2806 West U.S. 90 Suite 101
Lake City, FL 32055

Filed for Record in
MADISON
TIM SANDERS
10-22-2004 At 01:08 pm.
RESTRICTION 35.50
OR Volume 733 Page 111 - 114