

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR LOPER POND PLANTATION, PHASE I, A SUBDIVISION LOCATED
IN SECTION 8, TOWNSHIP 1 NORTH, RANGE 9 EAST, MADISON
COUNTY, FLORIDA, AS HEREINAFTER DESCRIBED,

This DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS dated this 19th day of Sept, 2007 is made by PB&J OF MADISON, LLC, a Florida limited liability company (herein referenced as the "Developer") joined by GEORGE T. REEVES and LISA A. REEVES, husband and wife, (as the owners of Lots 1, 2, 3, and 4, of Block A of the subdivision)

WITNESSETH:

WHEREAS, the Developer, and the other signatories hereto, are the fee simple owner of lands in Madison County, Florida (herein referenced as the "County") described as follows:

A PARCEL OF LAND LYING IN SECTION 8 AND 17, TOWNSHIP 1 NORTH; RANGE 9 EAST, MADISON COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 8, AND RUN NORTH 00°50'56" WEST, A DISTANCE OF 294.77 FEET; THENCE NORTH 88°55'18" EAST, A DISTANCE OF 1,338.97 FEET TO THE POINT OF BEGINNING, FROM SAID POINT OF BEGINNING RUN NORTH 01°37'42" WEST, A DISTANCE OF 1,023.73 FEET; THENCE NORTH 88°59'07" EAST, A DISTANCE OF 108.73 FEET; THENCE NORTH 01°42'24" WEST, A DISTANCE OF 1,330.93 FEET; THENCE NORTH 88°56'05" EAST, A DISTANCE OF 580.35 FEET; THENCE SOUTH 58°02'03" EAST, A DISTANCE OF 606.97 FEET; THENCE SOUTH 64°39'44" EAST, A DISTANCE OF 174.45 FEET; THENCE SOUTH 41°58'01" EAST, A DISTANCE OF 423.56 FEET TO THE NORTHWESTERLY RIGHT OF WAY OF NW WILLIE DEAS ROAD; THENCE NORTH 47°33'54" EAST ALONG SAID RIGHT OF WAY, A DISTANCE OF 34.15 FEET; THENCE LEAVING SAID RIGHT OF WAY RUN NORTH 42°26'06" WEST, A DISTANCE OF 98.28 FEET; THENCE NORTH 22°22'50" EAST, A DISTANCE OF 297.80 FEET; THENCE NORTH 47°33'54" EAST, A DISTANCE OF 587.28 FEET TO THE WESTERLY RIGHT OF WAY OF COUNTY ROAD 146, WHICH IS ALSO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 53°09'31" EAST, A RADIAL DISTANCE OF 5,779.58 FEET; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING COURSES: SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 00°22'43", A DISTANCE OF 38.20 FEET, AND HAVING A CHORD OF SOUTH 37°01'50" EAST, A DISTANCE OF 38.20 FEET; THENCE SOUTH 41°01'06" EAST, A DISTANCE OF 247.05 FEET TO THE SOUTHEASTERLY RIGHT OF WAY OF NW WILLIE DEAS ROAD; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING COURSES: SOUTH 47°33'54" WEST, A DISTANCE OF 903.92 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE

RADIUS POINT LIES NORTH 43°14'21" WEST, A RADIAL DISTANCE OF 594.31 FEET; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 15°01'51", A DISTANCE OF 155.91 FEET, AND HAVING A CHORD OF SOUTH 54°16'34" WEST, A DISTANCE OF 155.46 FEET; THENCE LEAVING SAID RIGHT OF WAY RUN SOUTH 00°25'38" WEST, A DISTANCE OF 372.33 FEET; THENCE SOUTH 89°37'06" EAST, A DISTANCE OF 1,128.18 FEET; THENCE SOUTH 02°16'13" EAST, A DISTANCE OF 1,296.88 FEET; THENCE SOUTH 88°55'18" WEST, A DISTANCE OF 330.12 FEET; THENCE NORTH 02°09'09" WEST, A DISTANCE OF 20.79 FEET; THENCE SOUTH 88°55'18" WEST, A DISTANCE OF 1,703.83 FEET; THENCE NORTH 01°50'05" WEST, A DISTANCE OF 60.01 FEET; THENCE SOUTH 88°55'18" WEST, A DISTANCE OF 407.00 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 90.00 FEET AND A CENTRAL ANGLE OF 61°08'14"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 96.03 FEET, AND HAVING A CHORD OF SOUTH 58°21'11" WEST, A DISTANCE OF 91.54 FEET; THENCE SOUTH 27°47'04" WEST, A DISTANCE OF 109.80 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 26°45'23"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 14.01 FEET, AND HAVING A CHORD OF SOUTH 41°09'45" WEST, A DISTANCE OF 13.88 FEET; THENCE SOUTH 54°32'27" WEST, A DISTANCE OF 61.75 FEET; THENCE NORTH 35°27'33" WEST, A DISTANCE OF 16.61 FEET; THENCE NORTH 01°37'42" WEST, A DISTANCE OF 313.84 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT NW WILLIE DEAS ROAD LEAVING A NET ACERAGE OF 117.54 ACREAGE.

(herein referenced as the "property"); and,

WHEREAS, the Developer desires to develop the property into a development to be known as Loper Pond Plantation, Phase I, (herein referenced as the "subdivision"), and,

WHEREAS, the Developer desires to provide for the preservation of the values and amenities in the subdivision, and for the maintenance of roads, easements and other common areas and facilities as may be specifically designated by the Developer; and,

WHEREAS, the Developer desires to place restrictions, conditions and covenants as hereafter described on the property, and each and every lot within the property, (herein referenced as the "lot" or "lots" as the context may require) which shall be binding on the lots, property and all owners of the lots (herein referenced as the "Owner" or "Owners" as the context may require), as a covenant running with the land; and,

WHEREAS, the Developer has deemed it desirable for the efficient preservation of the values and amenities in the subdivision, to create a property owners association to which shall be delegated and assigned the powers of administering and enforcing this DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS (herein referenced as the "Restrictions and Covenants"), and collecting and disbursing the assessments and charges provided herein and

by such association.

NOW, THEREFORE, the Developer and the other signatories hereto declare that the property shall be owned, used, transferred, conveyed, and occupied subject to the Restrictions and Covenants herein set forth as follows:

1. The above recitals are specifically incorporated herein as an essential part of the Restrictions and Covenants.

GENERAL RESTRICTIONS

2. Each lot may be used only for single family residential purposes.

3. Only the following buildings may be constructed on a lot: (a) no more than one single family residence, (b) no more than one attached guest house or "mother-in-law suite", and (c) no more than five other structures incidental to the single family residence, which may include without limitation storage buildings, barns and shelters. Provided however, that more than five other structures incidental to the single family residence may be placed or constructed on a lot with the prior written approval of the Association.

4. No mobile homes, modular homes nor prefabricated buildings shall be allowed on the property. No travel trailers, campers nor tents shall be permitted to remain on the property permanently as a residence. No antenna towers shall be allowed on the property.

5. All residences and other incidental structures constructed on a lot must comply with the following standards:

- (a) On lots of less than four (4) acres in size, all residences shall contain not less than 1800 square feet of heated and cooled area. On lots of four (4) acres or larger in size, all residences shall contain not less than 2200 square feet of heated and cooled area.
- (b) All residences and other structures shall be constructed of new materials.
- (c) The surface of all exterior walls of all residences shall be constructed of only brick, concrete boards, hardiplank, plaster/stucco, drivit, stone, or similar material. Vinyl siding may not be used, except on gables and soffits.
- (d) Only shingles may be used as roofing material for all residences and other structures.
- (e) No more than three storage buildings, barns, shelters, and other incidental structures shall be allowed on a lot, and all shall be permanent in nature, located

behind the parallel extension of the rear wall of the residence, and constructed of new materials using as exterior surfacing *only the same material allowed for exterior surfacing of residences*, and finished in a manner similar and complimentary to the residence located on the same lot.

- (f) Construction of all residential buildings shall be by licensed contractors. Construction of all buildings and structures shall be by skilled workmen in a workman like manner.
- (g) No construction shall be commenced without receiving all applicable permits from the County.
- (i) No building, which has not received a certificate of occupancy from the County, shall be occupied as a residence.
- (g) Garages and carports must be attached to the residence, either by walls or covered walkway, except however, shelters for motor homes, tractors, campers and boats do not have to be attached to the residence.
- (h) All fences constructed in front of the parallel extension of the rear wall of the residence shall be made of wood, PVC, or similar material, and all fences constructed behind the parallel extension of the rear wall of the residence shall be constructed of wood, PVC, composite material with the appearance of wood, woven web wire attached to board fencing, or similar material. No barbed wire fencing is allowed, other than with and constructed as a part of the permitted types of fencing used behind the parallel extension of the rear wall of the residence.
- (j) Landscaping shall be included as a part of each residence constructed, and such landscaping shall be complementary and appropriate to such residence.
- (k) All utility service shall be placed completely underground on each lot, if such is allowed, even at the Owner's expense, by the respective utility providers.
- (l) All solar panels used must be architecturally designed and shall be complementary and appropriate to such residence.
- (m) The colors on the outside of all residences and incidental structures must be of muted and/or earthtone colors, be aesthetically pleasing, and generally consistent with the color tones of other residences in the subdivision.
- (n) All mailboxes shall be complimentary to the home and must be approved by the Association.

6. All residences and incidental structures (other than fencing) shall comply with the following minimal setback requirements:

Front Yard:	40 feet
Side Yard	15 feet
Rear Yard:	20 feet

In the event one Owner owns two or more adjacent lots, the side yard setback requirements shall not apply to the common boundary between such lots. Provided however, the setback requirements for Lots 1, 2, 3, and 4, of Block A shall be only those imposed by the land development regulations of the County.

7. For lots 1, 2, 3, 4, 5, 6, 7, 8, and 9, of Block C, on or below the "115' CONTOUR" line as shown on the plat of the subdivision (adjacent to the pond):

- (a) No buildings or structures shall be constructed or placed, except for one dock per lot. No dock may be constructed without the prior, written approval of the Association as to the size, design and location of such dock.
- (b) No dumping or placing of soil or other substance or material as fill shall be allowed.
- (c) No excavation, dredging, or other earth work shall be allowed and the contour of the land shall not be altered.
- (d) No removal of loam, peat, gravel, soil, rock, sod, or other similar material shall be allowed.
- (e) No trees, bushes, grasses, or other landscaping material (excluding sod and lawn grass) may be planted or allowed to remain without the prior written approval of the Association.

8. Development within the area designated as the "100' AGRICULTURAL BUFFER" on the plat of the subdivision shall be limited as provided in the land development regulations of the County.

9. No commercial activity shall be accomplished, carried on, or allowed on any lot. Commercial activity shall include without limitation the production of livestock, poultry, or other animals for sale, the manufacture of any item for sale, the warehousing or holding of goods or merchandise for sale, the establishment of an office (other than is used only as a home office by the homeowner), or other place of business and related activities. No lot shall be used to

access any non-subdivision property.

10. No livestock, fowl, swine, goats, sheep, ratite, or other animals shall be kept on any lot, except ordinary household pets (no more than five per lot) and two horses per lot (provided such lot contains five acres or more). If horses are kept on a lot, sufficient pasture space, proper fencing and housing facilities shall be provided on such lot and kept neat and clean, for the horses.

11. Trucks larger than a one-ton pickup, shall not be parked on the property. This restriction shall not apply to:

- (a) recreational vehicles,
- (b) moving vans, while loading and unloading,
- (c) construction vehicles, used in construction on the property,
- (d) other vehicles on a temporary basis with the prior written approval of the Association.

12. Inoperable vehicles and inoperable boats must be garaged.

13. Discharge of firearms and hunting on the property is prohibited.

14. No "For Sale" sign or other sign larger than 2 feet by 2 feet in size may be placed on any lot.

15. No lot shall be further subdivided, and no portion of any lot smaller than the entire lot shall be sold, conveyed, leased or mortgaged. In the event that an Owner of two or more adjacent lots constructs a residence or other permitted structures on or within the side set back requirements of the common boundary between such lots, then such affected lots must thereafter be used, conveyed, leased and mortgaged as one lot.

16. No outside clothes lines shall be allowed on a lot.

17. No offensive or obnoxious activity or any activity which constitutes a nuisance shall be carried out or permitted on a lot.

18. Each lot and all improvements thereon shall, at all times, be maintained in a clean and neat condition, with the grass being cut on a regular basis, and dead trees removed. No lot shall be used for a junk yard, dumping ground, or for the accumulation of garbage, other refuse, or foul smelling matter, or for other uses which would be detrimental to the comfort, health and safety of the inhabitants of this subdivision and surrounding area. All lots shall be kept free of any accumulation of trash and other material which would constitute a fire hazard or render the lot unsightly. All Owners shall also maintain in the same manner the land between the front edge (and side edge if applicable) of the Owner's Lot and the asphalt paving adjoining the front edge

(and side edge if applicable) of the Owner's Lot (including without limitation culverts and driveways.

PRELIMINARY REVIEW OF BUILDING PLANS

19. No residence or other structure (including without limitation mailboxes and fences) may be constructed on any lot without the Association's prior written approval of the construction plans (including without limitation construction materials and colors) for such residence or other structure, so as to ensure that such plans are consistent with these Restrictions and Covenants.

20. To request the Association's approval, the Owner of the affected lot must submit to the Association written construction plans, in a form acceptable to the Association. Within twenty (20) days after receiving construction plans in a form acceptable to the Association, the Association shall either issue either a written approval or written denial of such request. Any written denial shall state the reasons therefor and may suggest changes which would make the construction acceptable.

21. The approval of the construction plans as set out above shall not be deemed (a) the assumption of any duty to any Owner, other person or the public in general to ensure that any construction or modification is of any particular quality or fit for any particular use or purpose, (b) a warranty or representation as to the quality of such construction or modification or use, nor (c) a warranty or representation that such construction or modification conforms to any applicable building codes or other federal, state or local law, statute, ordinance, rule or regulation.

PROPERTY OWNER'S ASSOCIATION

22. The Developer has deemed it desirable for the efficient preservation of the values and amenities of the property to create an agency to which should be delegated and assigned the powers of maintaining and administering the easements and common areas, administering and enforcing these Restrictions and Covenants, levying, collecting and disbursing the assessments, and for the purpose of promoting the common interest of the Owners. Accordingly, the Developer has caused or shall cause to be created, a property owners association known as Loper Pond Plantation Phase I Property Owners Association, Inc. (herein referenced as the "Association"), for the purpose of exercising the aforesaid powers. The Association shall have such powers in the furtherance of its purposes as set forth in its Articles of Incorporation and By-laws, and these Restrictions and Covenants, and shall include, without limitation, the power to maintain and preserve easements and other common areas (herein referenced as the "common areas"), and to levy and collect assessments against each lot. The Association may engage in any other activities or assume any responsibilities that it may consider as promoting the common interest of the Owners.

23. Each Owner shall, by virtue of his ownership of a lot, be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of such lot. Where any lot is owned by more than one person, one of the lot owners shall be designated as the Owner to exercise all of the rights of membership of the Association on behalf of all owners of such lot. In the event the record Owner of any lot is a corporation or other entity, such entity shall designate one of its officers or representatives as agent to exercise all the rights of membership on behalf of the Owner of such lot.

24. Each Owner shall be entitled to one vote for each lot owned, at every duly called meeting of the members of the Association. No Owner shall be entitled to vote unless such Owner has fully paid all assessments as provided herein and as shown by the books of the Association.

25. Notwithstanding any of the provisions hereinabove, or provisions of the Articles of Incorporation, By-laws or other rules or regulations of the Association, until all lots in the subdivision are sold by the Developer or the Developer voluntarily relinquishes control of the Association, whichever occurs first, the Developer shall have (a) the right to directly exercise any and all rights, powers and privileges of the Association, and, (b) absolute and complete voting control with respect to the Association. After the Developer sells all lots in the subdivision or voluntarily relinquishes control of the Association, whichever occurs first, the Developer shall no longer have the right to directly exercise any and all rights powers and privileges of the Association, nor absolute and complete voting control with respect to the Association and the Owners shall be entitled to elect by majority vote a new Board of Directors and control of the Board of Directors, and the Association shall rest with the Owners. After the Developer sells all lots in the subdivision or voluntarily relinquishes control of the Association, whichever occurs first, the Developer shall schedule, send out notice for, and coordinate the first meeting of the Association. The Developer may convey title to, or an easement over, some or all common areas to the Association, and the Association shall accept such conveyance and/or easement. Until the Developer conveys the land to the Association on which the Surface Water Management System is located, or otherwise relinquishes control to the Association, the Developer shall be responsible for operating, maintaining, and managing the Surface Water of Storm Water Management System in accordance with the terms and conditions of this Declaration and the terms and conditions of the permit and rules of the Suwannee River Water Management District, an agency of the State of Florida (hereinafter referred to as "the District").

26. The Association shall be responsible for the maintenance, operation and repair of all roads, easements and other common areas of the property not maintained by the County or other governmental agency. The Association, and ultimately the Owners of the lots, shall be responsible for the maintenance, operation and repair of the Surface Water or Storm Water Management System as required by the permit issued by the District and other applicable District rules. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted and/or required by the

District. Any repair of or reconstruction of the surface water or stormwater management system shall be as permitted by the District, or if modified, as approved by the District. "Surface Water or Storm Water Management System" means a system which is designed and constructed or implemented 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, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

27. Each Owner, by acceptance of a deed for a lot, whether or not it is expressed in the deed, agrees to be bound by the Restrictions and Covenants, and agrees to pay assessments as provided in these Restrictions and Covenants. All Owners of a lot shall be jointly and severally liable for any and all assessments for such lot.

28. The assessments, together with interest, costs and reasonable attorney's fees incurred in collecting the assessments, shall be charges on, and a continuing lien upon, the lot(s) against which each such assessments are made. Each such assessment, together with interest, costs and reasonable attorney's fees incurred in collecting the assessments, shall also be a personal obligation of each and every Owner who was the owner of such lot at the time the assessment(s) fell due.

29. The Association shall levy assessments on each lot, which said assessments shall be used exclusively to promote the purposes of the Association, including without limitation the recreation, health, safety and welfare of the Owners, including but not limited to:

- (a) Payment of operating expenses of the Association, which shall include without limitation payment of insurance premiums on all insurance hereinafter acquired by the Association;
- (b) Performing routine and special maintenance in a manner to assure the roads and easements to be in a safe condition, and to maintain the common areas;
- (c) Lighting, improvements, landscaping and beautification of the entranceway, common areas, and easements, and the acquisition, maintenance, repair and replacement of directional markers, signs and traffic control devices.
- (d) Making improvements and repairs to property not owned by the Association including but not limited to public property.
- (e) Doing any other thing necessary or desirable in the judgement of the Association, to keep the property and common areas neat and attractive and to preserve and enhance the value of the property, and to eliminate fire, health or safety hazards, which in the judgement of the Association may be for the general benefit of the Owners and common areas.

- (f) *Defraying in whole or in part the cost of the maintenance, operation and repair of the surface water or storm water management system and any and all other costs incurred to comply with the terms and provisions of the permit issued by the District. Such assessments shall be levied by the Board of Directors of the Association with or without approval of the membership of the Association. Assessments shall be due and payable within thirty (30) days after the assessment is levied.*

30. All assessments must be fixed at a uniform rate for all lots and may be collected on an annual or more frequent basis. All assessments not paid within thirty (30) days after their due date shall be deemed delinquent, bear interest from the due date at a rate of ten (10%) percent per annum until paid in full, and shall, together with costs and attorney fees incurred in collecting the assessments, be a continuing lien on the lot for which the assessments are due upon filing a notice thereof by the Association in the public records of the County, to secure payments of all amounts due. The Association may bring a civil action at law to foreclose its lien. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas, roads or easements, or by abandonment of the Owner's lot.

31. The lien of any assessment on a lot by the Association by recorded notice is subordinate to the lien of any previously recorded mortgage on such lot. Sale or transfer of any lot encumbered by such assessment lien shall not affect the validity and enforcement of such assessment lien.

MISCELLANEOUS

32. The Developer reserves to itself and its successors and assigns, a non-exclusive easement for utilities (including without limitation communication lines and cable television) and drainage, and ingress and egress to construct, maintain and replace the same: (a) in the width and in the areas as shown on the plat of the subdivision, and (b) where not shown on the plat of the subdivision, ten (10) feet wide along, adjacent to, and within each and every boundary line of each and every lot. The Developer and/or the Association may assign any such easement to any public utility, private utility, public body, and/or to any person or entity for the benefit of the Developer, the subdivision, any Owner, and/or the subsequent phases of Loper Pond Plantation and its lot owners, and/or the Association.

33. The Developer reserves to itself and its successors and assigns a fifty percent (50%) interest in all oil, gas and minerals on and under the property (except Lots 1, 2, 3, and 4, of Block A of the subdivision), without the right to mine and/or explore for any Lots sold by the Developer.

34. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in these Restrictions and Covenants which relate to the maintenance,

operation and repair of the surface water or stormwater management system as well as any and all other provisions contained in these Restrictions and Covenants that in any way relate to the permit issued by the District. The District's right to enforce these Restrictions and Covenants by proceedings at law or in equity shall survive any dissolution of the Association and may be enforced by the District against the Association and/or the Owner(s). Should the District bring an action at law or in equity to enforce any provision of these Restrictions and Covenants and should it be determined in any such proceedings that the Association or any Owner(s) breached any of the provisions of these Restrictions and Covenants or failed to completely and timely comply with any of these Restrictions and Covenants, the District shall be entitled to an award of attorneys' fees and costs incurred by the District in such proceedings which shall include attorneys' fees and costs incurred in any administrative and appellate proceedings. The District shall have the right to file a lien in the public records of Madison County, Florida for any such attorneys' fees and costs awarded to the District by any court or administrative body.

35. Notwithstanding the duties of the Association, specifically including without limitation its duty to maintain and preserve common areas of the property, the Association (and the Developer until all lots are sold or the Developer voluntarily relinquishes control of the Association) shall not be liable to the Owners, their invitees or guests for injury or damage caused by any defect in or condition of the common areas.

36. The Association and/or the Developer shall have the right, but not the obligation, to enter upon any lot and take all action(s) necessary to correct any and all violation(s) of the Restrictions and Covenants occurring thereon. Additionally, the Developer and/or the Association may bring a legal action to (a) obtain judicial approval of the necessary corrective action (though such approval is not a prerequisite to the Developer and/or the Association taking such action), (b) collect the costs of such corrective action, and (c) enjoin such violation(s) and/or compel compliance with the terms hereof. All costs of the above referenced corrective action and/or legal action(s), including reasonable attorney's fees and court costs, shall be paid to the prevailing party(s) by the non-prevailing party(s) and shall be a lien on the lots concerned until paid. The Developer and/or the Association may also employ all other remedies available to them by law.

37. Any Owner may bring a legal action to enjoin any and all violation of the Restrictions and Covenants or compel compliance with the terms hereof, in addition to all other remedies available to them by law. All costs of such litigation, including reasonable attorney's fees, shall be paid to the prevailing party(s) by the non-prevailing party(s).

38. Invalidity of any one of the provisions of these Restrictions and Covenants by judgment, decree or court order shall in no way affect any of the other provisions hereof, which same shall remain in full force and effect.

39. These Restrictions and Covenants shall become effective upon recordation in the public records of the County, and shall become a covenant running with the land.

40. Until the Developer sells all lots in the subdivision, or relinquishes control of the Association, whichever occurs first, the Developer reserves the right and shall have the sole and exclusive right, without notice to or consent from the Owners or any other party, to amend these Restrictions and Covenants for any and all purposes, including without limitation to: (a) correct scrivener's errors, ambiguity in or inconsistencies among the provisions contained herein, (b) to include additional property by phases, and include General Restrictions therefor, and (c) for any other purpose.

41. After the Developer sells all lots in the subdivision, or relinquishes control of the Association, whichever occurs first, these Restrictions and Covenants may only be amended by the written consent of the Owners of three fourths (3/4) of the lots.

42. Provided that notwithstanding anything else wherein to the contrary: (a) these Restrictions and Covenants may not be amended in any way which completely prohibits an Owner from constructing and occupying a single family residence on a lot which was purchased by the Owner without prior notice (including but not limited to constructive notice) of such amendment, and (b) any amendment to these Restrictions and Covenants which alters any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior written approval of the District.

43. The Developer shall have the right at any time, including without limitation after the Developer relinquishes control of the Association, to merge the Association with the property owner's association for Loper Pond Plantation, Phase II, and/or with the property owner's association for Loper Pond Plantation, Phase III, and with any other phases of Loper Pond Plantation.

44. The Restrictions and Covenants and all matters relating to the property shall be governed by the laws of the State of Florida. The sole and exclusive jurisdiction and venue for any legal actions arising out of or relating to the Restrictions and Covenants and/or the property shall be the County Court or Circuit Court in and for the County. The right to file any legal action arising out of or relating to the Restrictions and Covenants and/or the property in any United States District or other Federal Court, and the right to remove any such actions filed in a State court to a United States District or other Federal Court, is expressly waived. The right to a trial by jury for any legal actions arising out of or relating to the Restrictions and Covenants and/or the property is expressly waived and all such legal actions shall be decided solely by a judge without a jury.

45. The Owners of lots 1, 2, 3, and 4, of Block A, shall have the right, at any time and at such Owners' sole expense, to have any one or more of such lots removed from this subdivision and the effect of the Restrictions and Covenants, by requesting the County to vacate that portion of the subdivision dealing with such lot(s). The Developer, the Association, and all other Owners hereby (a) consent to such removal and vacation, (b) forever waive all objections to

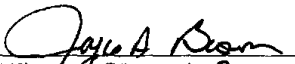
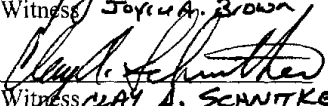
such removal and vacation and (c) agree that such removal and vacation shall not affect their right of ownership and/or right of convenient access to the parts of this subdivision that they own. The rights set out in this numbered paragraph shall only inure and be exercisable by the person(s) who own lots 1, 2, 3, and 4, of Block A, at the time the Restrictions and Covenants are recorded, and shall not inure to the benefit of any subsequent owners of such lots. Notwithstanding anything else herein to the contrary, the provisions of this numbered paragraph are not subject to amendment without the express, written consent of the person(s) who own lots 1, 2, 3, and 4, of Block A, at the time the Restrictions and Covenants are recorded.

46. The provisions of these Restrictions and Covenants are not for the benefit of any person or entity not referenced herein and shall not be deemed to create any third party rights in any such person or entity.

47. The Association's actions in furtherance of these Restrictions and Covenants and interpretation of these Restrictions and Covenants shall be final and binding on all Owners. The Owners understand and agree that they may only bring a judicial challenge to the Association's actions in furtherance of these Restrictions and Covenants and interpretation of these Restrictions and Covenants by asserting that the Association's internal procedures were inadequate or unfair or that the Association acted arbitrarily, maliciously or in bad faith.

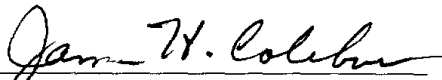
IN WITNESS WHEREOF, this instrument has been executed by the Developer, PB&J OF MADISON, LLC, on the day and year first above written.

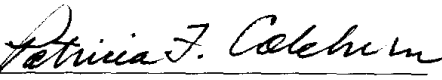
Signed, sealed and delivered
in the presence of:


Witness Joyita A. Brown

Witness CLAY A. SCHMITKEN

PB&J OF MADISON, LLC

By: 
WILLIAM BYRON "BUDDY" WITMER
Member

By: 
JAMES H. COLEBURN
Member

By: 
PATRICIA F. COLEBURN
Member

STATE OF FLORIDA
COUNTY OF MADISON

The foregoing instrument was acknowledged before me this 19th day of Sept., 2007,
by WILLIAM BYRON "BUDDY" WITMER, JAMES H. COLEBURN, and PATRICIA F.
COLEBURN, as Members of and on behalf of PB&J OF MADISON, LLC, who are personally
known to me.



JOYCE A. BROWN
Notary Public, State of Florida
My Comm. Expires Feb. 8, 2010
Comm. No. DD 499872

Joyce A. Brown
Notary Public

IN WITNESS WHEREOF, this instrument has been executed by GEORGE T. REEVES
and LISA A. REEVES, his wife (as Owners of Lots 1, 2, 3, and 4, of Block A in the subdivision),
on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Rosemary Harris
Witness

Joyce A. Brown
Witness

STATE OF FLORIDA
COUNTY OF MADISON

George T. Reeves
GEORGE T. REEVES
Lisa A. Reeves
LISA A. REEVES

The foregoing instrument was acknowledged before me this 19th day of Sept., 2007,
by GEORGE T. REEVES and LISA A. REEVES, who are personally known to me.

Joyce A. Brown
Notary Public

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JOYCE A. BROWN
Notary Public, State of Florida
My Comm. Expires Feb. 8, 2010
Comm. No. DD 499872

Filed for Record in
MADISON
TIM SANDERS
09-21-2007 At 02:20 pm.
DECLARATION 120.50
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