

Exhibit "B"

Declaration of Covenants and Restrictions

Whereas, Yellow Water Investments LLC, "OWNER", the owner of the Property in Duval County, Florida more particularly described in exhibit A hereto, and

Whereas, said OWNER is desirous of placing certain covenants and restrictions upon the use of all lands described in Exhibit A, and are desirous that said covenants and restrictions should run with the title to the land hereby restricted;

Now therefore, the OWNER for themselves and their successors and assigns, do hereby restrict the use, as hereinafter provided, of all the land described in exhibit A, and the undersigned OWNER does hereby place upon said land the following covenants and restrictions to run with the title to said land. The grantee of and deed conveying any parcel or tract shall be deemed by the acceptance of such deed to have agreed to all such covenants and restrictions and to have covenanted to observe, comply with and be bound by all such covenants and restrictions a follows:

1. **Improvements.** Each tract within the Property ("Tract") shall be used for one single-family residence subject to the following conditions:

- (a) At the time of construction of the main residence on each Tract each Tract Buyer is responsible for installing a culvert crossing for access from Forest Trail Road to the Tract, together with a concrete apron and driveway to the residence in accordance with City of Jacksonville, Department of Public Works.
- (b) Each residence shall be constructed on site and shall not be more then 2 stories above normal ground level.
- (c) No building situated on any Tract shall be leased or rented separately from the entire Tract.
- (d) No residence shall be built or allowed to remain on any Tract having less then 1800 square feet of heated and air conditioned space, exclusive of garages or screened porches.
- (e) The following other buildings and structures, if allowed by the City of Jacksonville zoning ordinances, may be erected and maintained on a Tract only if located in the rear yard of the main dwelling, at least 25 feet from the rear easement line and 20 feet from any side Tract line: pens, yards, and houses for pets; workshops, barns; garbage or trash can receptacles; Greenhouses; playhouse; outdoor fireplace or barbecue pit; swimming pools or installation in connections therewith. The maximum portion of any Tract covered by all buildings and structures thereon shall not exceed thirty percent (30%).

2. **Set Back Lines.** Each home shall be constructed within the set-back lines as follows: front set back, 50 feet; rear set back, 25 feet; minimum side yard set backs, 20 feet. No structures are allowed in the front yard of any Tract. Front yard is defined as the land between the main residence and Forest Trail Road. Notwithstanding anything contained herein, no building shall be constructed on any Tract nearer to the front tract line, side tract line or rear tract line then is permitted by the zoning ordinances for "Rural Residential" in effect at the time of its construction in the City of Jacksonville, Duval County, Florida

3. **Easement.** The Tract is subject to a 60 -foot easement along the South property line. The easement is to be used by foot and horse traffic only to access Doe Road. Property owners are responsible for the maintenance and upkeep of that portion of the easement located on their tract(s). Motorized all terrain vehicles are strictly prohibited from using this easement.

4. **Fences.** Hedges, fences, or walls may not be built or maintained in excess of 4 feet on any portion of any front yard as defined above. No fence or wall shall be erected nor hedge maintained higher then 6 feet from the normal surface of the ground on the side or rear of any Tract. All fences along Forest Trail Road shall be

constructed of 4 board and shall be painted. No chain link or barbwire fencing is allowed. No fence shall be erected without the approval of the Owner. The approval of the Owner required by this paragraph shall not be unreasonably withheld.

5. **Structures to be Approved by Owner.** For the purpose of further enhancing the development of the Property as a residential area of higher quality and standards, and in order that all improvements on each Tract shall present an attractive and pleasing appearance from all sides of view, the Owner reserves the exclusive right and discretion to control and approve all construction of improvements, including fences, within the Property in the manner and the extent set forth therein. No residence or other building or other structure or improvements, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any Tract, nor shall any additions to the exterior of any structure, or change or alteration thereof be made, unless and until building plans and specification covering same, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation of the Tract and approximate square footage, construction schedule, and such other information as the Owner shall require, including if so required, plans for the grading and landscaping of the Tract showing any changes proposed to be made in the elevation or surface contours of the Property, have been submitted to and approved by the Owner in writing. The Owner shall have the absolute and exclusive right to refuse to approve any such building plans and specification and tract grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the Owner for the Property or any contiguous lands. In passing upon such building plans and specifications, building tract grading, and landscaping plans, the Owner may take into consideration the suitability and desirability of proposed construction and the materials utilized to erect the same, the quality of the workmanship and materials proposed to be used, as the Owner shall specify or require. The approval of the Owner required by this paragraph shall not be unreasonably withheld.

6. **Window Air Conditioners.** No window air-conditioning units shall be installed in any residence. Units may be placed in tack rooms in order to protect the leather from the humidity.

7. **Completion of Commenced Construction.** Once the construction of any building is begun, work thereon shall be pursued diligently and continuously until the full completion thereof. The main residence and all related structures shown on the plans and specifications approved by the Owner must be completed within twelve months after the commencement unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities. Prior to the completion of construction, every Tract owner shall install at his/her own expense a suitable driveway from the paved portion of the abutting street to his/her garage entrance. During construction on any Tract, all vehicles involved on such construction, including those delivering materials involved in such construction, shall enter upon such Tract from the street only at this location. Construction vehicles shall not be parked at any portion of the Property other than upon the Tract on which the construction is proceeding.

8. **No Sheds, Shacks, or Trailers.** No shed, shack, trailer, tent, or other movable building or structure of any kind shall be erected or permitted for use as a residence on any Tract.

9. **Residing Only In Residence.** No trailer, manufactured home, motor home, basement, garage or outbuilding of any kind other than a guest house or servants quarters (even if the same is otherwise permitted by zoning) shall be at any time used as a residence permanently. Motorized camper trailers are permitted while construction of the primary residence is taking place. Trailers are not to be left on site for a period longer than 1 year, and must be removed within 30 days from the time of completion of primary residence.

10. **Size of Signs.** No sign of any character shall be displayed or placed upon any Tract except "For Rent" or "For Sale" signs, which signs may refer only to the particular premises on which displayed, and shall be professionally made and its height and width shall not exceed 2 feet

11. **Commercial Signs.** Nothing contained in this Declaration shall prevent the Owner or any person designated by the Owner from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses, sales offices and other structures as the Owner may deem advisable for construction and sales purposes in connection with the property described herein or other contiguous property which may be developed by Owner or its assigns or designees.

12. **Aerials and Antennas.** No radio or television aerial, antenna or satellite dish, or any other exterior electronic or electrical equipment or device of any kind, shall be installed or maintained on the exterior of any structure located on a tract or on any portion of any tract unless the same shall be located in the rear yard so as to

be shielded from view from the street, or, is attached to the exterior of a structure, said equipment or devices shall not exceed 18 inches.

13. **Mail Boxes.** Any mail box, paper box, or other receptacle of any kind for use in the delivery of mail or newspapers, or magazines or similar materials, shall be of a type consistent with the character of the Property and shall be placed and maintained to complement the houses in the neighborhood.

14. **Animals.** No pigs or swine, poultry, goats, livestock or other animals of any kind shall be raised, bred or kept on any Tract for any commercial purpose. No more than three (3) dogs, three (3) cats, or other household pets may be kept on any Tract. Pets shall be kept in fenced areas or on leashes when out of doors. If, in the sole opinion of Owner, or an official of Jacksonville Humane Society, an animal becomes dangerous or any annoyance or nuisance in the neighborhood, or becomes destructive of wildlife, such animal may not thereafter be kept on the Tract. No more than 1 horse or livestock animals may be kept on any Tract per 1.5 acre of fenced land. Any livestock animals may be kept for personal use only and must comply with zoning requirements of the City of Jacksonville.

15. **Clothes Line, Storage of Fuel Tanks, Garbage and Trash Receptacles.** Clothes racks or line less than 6 feet in height may be located only in back of the main residence and must be fenced or walled from view of adjoining properties. All above ground tanks, cylinder or containers for the storage of liquefied petroleum gas or other fuel, garbage or trash, shall be screened from view adjacent tracts and the street. No portion of the property or street shall be used as a dumping ground for waste of any kind. Waste shall be kept in a sanitary container with a cover. Waste contained in plastic garbage bags must be placed inside a container when placed outside for collection.

16. **Vehicles.** No owner will be allowed to use the property to store more than one (1) commercial vehicle on the property, nor shall more than one (1) inoperable or non-licensed vehicle, other than the Property owner's or their guests personal automobiles or trucks, that are temporarily not operating for a period of no more than thirty (30) days. Commercial vehicles must be no more than two axles and weigh less than one (1) ton. All commercial vehicles, non-licensed or inoperable vehicles, boats, trailers or recreational vehicles shall be garaged or parked behind a privacy fence in the rear of the tract behind the main residence. No wheeled vehicles of any kind, except private automobiles or pickup trucks of the Property owner or their guests may be kept or parked between the paved road and the residential structure on any tract. Notwithstanding the foregoing, at no time shall more than 4 vehicles of any nature be kept or parked between Forest Trail Road and the main residential structure on any tract for more than 30 days.

17. **Sewage Regulation.** All tracts are subject to state, county, or municipal rules, regulations, and ordinances for the installation of individual sewage treatment facilities, ie., septic tanks. Each owner of a tract shall be responsible for obtaining from the appropriate governmental authority a septic tank permit for the installation and use of said sewage facility.

18. **No Offensive Activities and Conditions.** No illegal, noxious or offensive activity shall be permitted or carried on any part of the Property nor shall anything be permitted or done which is or may become a nuisance or a source of embarrassment, discomfort, or annoyance or nuisance to the neighborhood. No trash, garbage, rubbish or debris shall be deposited or allowed to accumulate or remain on any part of the Property or upon any contiguous land. Any fire that is used to burn yard trash only must comply with the regulations of the City of Jacksonville, and the Florida Division of Forestry. In the event that a tract owner desires to burn off their land, notice must be given to all adjacent landowners. Burning must be done with approval from the Florida Division of Forestry. Landscaping is to be trimmed, weeded and maintained. Grass shall be kept mowed.

19. **Owner's Obligation to Repair.** Each owner shall, at his sole cost and expense, repair his/her residence, keeping the same in condition of such residence at the time of its initial construction, excepting only wear and tear.

20. **Owner's Obligation to Rebuild.** If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within 6 months after the damage occurs, and shall be completed within 12 months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

GENERAL PROVISIONS

21. **Correction and Enforcement of Violations.** Owner reserves the right, but shall have no obligation, following ten (10) days written notice to the owner of the tract specifying the violation, to enter upon any tract to correct any violation of these Covenants and Restrictions or to take such other action at the expense of the Tract owner as Owner deems necessary to enforce these Covenants and Restrictions. The owner of the tract shall pay the Owner on demand the actual cost of such enforcement plus twenty percent (20%) of the costs of performing the enforcement. In the event that such charges are not paid on demand, the charges shall bear interest at the maximum legal rate of interest from the date of demand. Owner may, at its option, bring action at law against the tract owner personally obligated to pay the same, or giving the tract owner ten (10) days written notice of an intention to file a lien against a tract, may file and foreclose such lien. Owner shall be entitled to bring actions at law for damages or in equity for injunctions for the purpose of curing or correcting any violation and enforcement of the terms of these Covenants and Restrictions. All costs and expenses, including but not limited to attorney's fees (at trial, in settlement, and on appeal) incurred by Owner to effectuate collection of any charges or to cure or correct any violation shall be borne by the tract owner. The failure by Owner to bring any action to enforce any provision of these Covenants and Restrictions shall in no event deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to or subsequent thereto, not shall such failure give rise to any claim or cause of action by any tract owner. Once Owner has sold all tracts within the Property, or, Owner elects not to enforce a violation hereunder, the rights of enforcement shall transfer equally to all of the Tract owners of the Property and any one or more tract owner may seek any and all remedies provided herein or at law.

22. **Approval by Owner.** Whenever in this Declaration the consent or approval of the Declarant is required to be obtained, no action requiring such consent for approval shall commence or be undertaken until after a request in writing seeking same has been submitted to and approved in writing by the Owner. Such requests shall be sent to Owner by registered mail with return receipt requested. In the event that the Owner fails to act on any such request within thirty (30) days after the same has been submitted to the Owner as required above, Owner shall be deemed to have given its consent or approval to the particular action sought in such written request; however, no action shall be taken by or on behalf of the person or persons submitting such written request which otherwise violates any of the covenants and restrictions contained herein.

23. **Subordination.** No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the Property or any Tract therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

24. **Amendments.** Owner reserves unto itself, its successors, assigns, nominees and designees, and shall have the sole right:

(a) To amend this Declaration, without prior approval of any owner, so long as such amendment shall conform to the general purposes and standards set forth herein.

(b) To amend this Declaration, without prior approval of any owner for the purposes of curing any ambiguity in or any inconsistency between the provisions set forth herein, or to amend this Declaration in any respect that does not materially affect the rights of any owners or mortgages of tracts previously conveyed.

(c) To include in any contract for sale, deed, or other instrument hereafter made, and any additional covenants other than those set forth herein which do not lower the standards of this Declaration, without prior approval of any owner.

(d) To release, without prior approval of any owner, any tract or other portion of the property from any part of the covenants set forth in this Declaration which have been violated (including, without limitation of the foregoing, provisions relating thereto) if Owner, in its sole discretion, determines such violation or violations to be minor or insubstantial.

(e) Owner shall have the right, without the prior approval of any owner, to file an amendment to this Declaration for the purpose of submitting other property to the terms and provisions of this Declaration, with such additions or modifications as Declarant shall provide; and upon such amendment, this Declaration shall apply to such other property as more particularly to be set forth in such amendment, Nothing in this Declaration shall be construed as requiring Owner to amend this Declaration to include such other real property owned by Owner. Such an amendment may be accomplished by filing a statement among the public records of Duval County incorporating such terms, covenants, and restrictions

of this Declaration as are applicable to the property included within such amendment or by adopting all or part of this Declaration by reference in a deed conveying such other property.

(f) As long as Owner owns at least one (1) tract, Owner hereby reserves and is granted the right and power, without consent of any other owner or mortgagee, to make and to record in the public records of Duval County, Florida amendments to this Declaration at any time and from time to time which amend this Declaration; (1) to comply with the requirements of the Federal National Mortgage Association, the Veterans Administration of the Federal Housing Administrations, or any other governmental or quasi-governmental agency or entity which performs (or may in the future perform) functions similar to those currently performed by such entities; or (2) to induce any such agency or entity or any institutional lender to make, purchase, sell, insure or guarantee first mortgages on any tract within the Subdivision; or (3) to correct any clerical or scrivener's error or omission in the Declaration. Provided however, that no such amendment shall discriminate against any tract not owned by Owner, unless such other owners and their mortgages so affected shall give their prior written consent thereto; and no special amendment shall materially adversely affect or change any tract unless the owners of the tract so affected and all record owners of mortgages upon such tract shall join in execution of the Amendment.

(g) At such time as Owner no longer owns any tracts, the right to amend this Declaration shall transfer to all the current tract owners. Any amendment to this Declaration shall require the consent of two-thirds of all current tract owners.

(h) Notwithstanding anything in this paragraph 4 to the contrary, no amendment to this Declaration shall affect these rights or the lien of any mortgagee without such mortgagee's express consent thereto. Further, at no time may this Declaration be amended to allow manufactured homes.

25. **Severability of Restrictions.** Invalidity of any one or more of these covenants and restrictions by judgment or court order, or otherwise, shall in no way affect any of the provisions which shall remain in full force and effect.

26. **Duration.** The provisions of this Declaration shall bind and shall run with title to the land in perpetuity (unless otherwise altered or terminated in accordance with the terms hereof) and shall inure to the benefit of and be enforceable by the Owner or any owner, their respective heirs, successors, and assigns.

27. **No Dedication.** Nothing contained herein shall create any rights in the general public.

28. **Governing Law and Venue.** The laws of the State of Florida shall govern this Agreement.

IN WITNESS WHEREOF, Owner has caused this Agreement to be executed on its behalf in accordance with the law.

Signed, sealed and delivered

Timber Forest Trail Investments, LLC, By
Its Managing Member, Lingleaf Timber
Company, Inc.

Print Name:

By: _____
Brian E Brown Vice President
Lingleaf Timber Company Inc.

Print Name:

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by Brian E. Brown, as Vice-President of Lingleaf Timber Company, Inc, a Florida corporation, on behalf of the corporation. He is personally known to me.