

**DECLARATION OF
RESTRICTIONS AND PROTECTIVE COVENANTS
OF
TUSTENUGGEE PLANTATION SOUTH**

This Declaration made on the date hereinafter set forth by the COLUMBIA PLANTATION COMPANY, a Florida corporation, its successors and assigns, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the Declarant desires to have the Property developed in an orderly manner so as to promote the property values.

NOW, THEREFORE, Declarant hereby declares that all of the Property described in Schedule "A" attached shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and 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 insure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Tustenuggee Plantation South Homeowners Association, Inc., a Florida not for profit corporation, its successors and assigns.

Section 2. "Declarant" shall mean and refer to the Columbia Plantation Company, a Florida Corporation, its successors and assigns, if such rights are specifically assigned to such successor and assign. Declarant may assign all or part of its rights as Declarant to any successor or assign owning one or more Lots for development.

Section 3. "Lot" shall mean and refer to any plot of land, as shown upon any survey of the Property, which is designated therein as a Lot or which is intended to be improved with a Unit but excluding any area dedicated or to be dedicated to public use.

Section 4. "Member" shall mean and refer to those persons entitled to membership in the Association as provided herein and in the Articles of Incorporation.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract seller, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Unit" shall mean and refer to single family dwellings and mobile homes to be constructed or placed on the Lots but shall exclude utility buildings, garages, pump houses, storage buildings and other similar structures.

Section 7. "Road or Roads" shall mean and refer to those roads to be constructed on the Property and depicted on any survey of the Property.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every owner of a lot which is subject to this Declaration shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A. Members shall be all Owners, with the exception of the Declarant, and Class A members shall be entitled to one vote for each Lot owned.

Class B. The Class B member shall be the Declarant who shall be entitled to one (1) vote for each Lot platted within the Property plus one. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever first occurs:

- (a) when Declarant owns less than five (5) Lots within the Property or there are less than five (5) platted Lots according to Declarant's preliminary plan, which ever occurs last,
- (b) five years from the recording of the Declaration, or
- (c) at such time as the Declarant in its sole discretion determines to transfer control.

Section 3. Co-Ownership. If more than one person holds the record title to any Lot, all such persons are Members, but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves; but no split vote is permitted. Before any meeting at which a vote is to be taken, each co-owner must file the name of the voting co-owner who shall exercise the vote at such meeting, with the secretary of the Association unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held by husband and wife, either co-owner is entitled to cast the vote for such Lot unless and until the Association is notified in writing. If title is held by a corporation, the secretary of the corporation shall file with the Association a certificate designating the authorized voting representative of the corporation which shall be effective until rescinded by the corporation.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments ("Annual Assessment") to be used for the purpose set forth in Section 2. The Annual Assessment, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot, shall be a continuing lien upon the Lot against which each Annual Assessment is made and shall also be the personal obligation of the person who is the Owner of such Lot at the time when the Annual Assessment falls due. The personal obligation for payment of the Annual Assessment is a joint and several obligation of grantor and grantee without prejudicing the right of a grantee to recover from grantor.

Section 2. Purpose of Annual Assessments. The Annual Assessments levied by the Association shall be used for the maintenance of the Roads situated within the property and for such other purposes as the Board of Directors may deem to be necessary or convenient for the Owners of the Lots.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum Annual Assessment shall be One Hundred and No/100 Dollars (100.00) per Lot which shall be payable as determined by the Board.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum Annual Assessment may be increased each year not more than 10% above the maximum Annual Assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased by more than 10% only by a vote of two-thirds (2/3) of the votes of each class of members.

(c) The Board of Directors may fix the actual Annual Assessment at an amount not in excess of the Maximum set forth above.

(d) The Board, in determining the Annual Assessment, shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the Roads.

Section 4. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3(b) shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of Members, in person or by proxy representing a majority of all the votes each class of membership shall constitute a quorum.

Section 5. Uniform Rule of Assessments. Annual Assessments shall be fixed at a uniform rate for all Lots.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The Annual Assessments as established by the Board as provided herein shall commence as to each Lot on the day of the conveyance of the Lot subject to this Declaration to a non-declarant Owner and then shall be due on the first day of January thereafter. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Provided, however, the Board may, in its sole discretion, determine to have the Annual Assessment payable quarterly or monthly. In the event that the Annual Assessment is not paid on or before the 15th day after the due date as specified by the Board, the amount of \$10.00 shall be due and payable as a late charge.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Annual Assessment on a specified Lot have been paid. Upon resale of a Lot by other than the Declarant, a properly executed certificate of the Association as to the status of the Annual Assessment on a Lot shall be binding upon the Association as of the date of its issuance.

Section 7. Effect of Nonpayment of Annual Assessments: Remedies of the Association. Any Annual Assessment not paid within thirty (30) days after the due date shall bear, in addition to any late charges, interest from the due date at the highest rate permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No owner may waive or otherwise escape liability for the Annual Assessments provided for herein by non-use or abandonment of his lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the Annual Assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Annual Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Annual Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Annual Assessment thereafter becoming due or from the lien thereof. Any such delinquent Annual Assessments which were extinguished pursuant to the foregoing may be reallocated and assessed against the remaining Lots as a common expense.

Section 9. Exempt Property. All property dedicated to, and accepted by, a local public authority and all property owned by a charitable or non-profit organization exempt from taxation by the laws of the state of Florida and any model units, sales offices or construction facilities owned by the Declarant or its designees shall be exempt from the Annual Assessment created herein except no land or improvements devoted to dwelling uses shall be exempt from Annual Assessments.

Section 10. Foreclosure. The liens for sums assessed pursuant to this Article may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses are secured by the lien foreclosed. Such Owner also is required to pay the Association any annual Assessments against the Lot that become due during the period of foreclosure, which also are secured by the lien foreclosed and shall be accounted and paid as of the date of the Owner's title is divested for foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding or conveyance in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with such Lot as an owner, but for purpose of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction of the Foreclosure may enter a personal judgment against the Owner for such deficiency, in its sound judicial discretion.

ARTICLE IV

ARCHITECTURAL AND USE RESTRICTIONS

In order to provide for congenial occupancy of the Property and for the protection of the value of the Lots and the improvements thereon, the use of the Property and Lots shall be in accordance with the following provisions so long as the Property is subject to this Declaration.

Section 1. Residential Use. The lots shall be used for residential purposes only, and no business or commercial building may be erected on any lot and no business may be conducted thereon. No billboards or advertising signs shall be erected on any lot, except such signs as may be reasonably required for sale purposes.

Section 2. Size and Character of Units. No Unit shall be permitted on any Lot which has less than eight hundred (800) square feet of living space exclusive of open porches, garages or carports. Mobile homes shall be allowed provided they are not more than five years old when placed on a Lot, and provided each mobile home shall contain not less than six hundred (600) square feet of livable area. All mobile homes must be underskirted, set up and maintained in a neat and orderly fashion, and secured with appropriate tie downs.

Section 3. Setbacks. All Units and other buildings shall be set back at least fifty (50) feet from the front lot line; twenty-five (25) feet from the rear lot line; and twenty-five (25) feet from the interior side lot lines. If a Unit or other building is erected on more than one (1) lot, the setback restrictions referred to herein shall apply only to the extreme side lines of the combined lots.

Section 4. Number of Units. No more than two (2) Units (including mobile homes) shall be allowed on each lot. Detached utility buildings, garages, pump houses or storage buildings located on a Lot shall conform to the setback lines in paragraph 3 hereof.

Section 5. Travel Trailers. No travel trailer, camper or tent shall be used as a permanent dwelling on any Lot, except the Declarant may give written consent to a travel trailer, camper or tent being used as a temporary dwelling while a Unit is under construction if the Owner provides evidence that it has made acceptable arrangements for sewer and water.

Section 6. Livestock. The Owner may fence his Lot along his boundary line and graze cows, horses and other livestock; provided, however, that such livestock either do not create a nuisance through noise or insect infestation to the neighboring property owners. No swine shall be permitted to occupy any portion of the Lot.

Section 7. Nuisance. No lot shall be maintained nor shall any activity be carried on upon any lot, which is an annoyance or nuisance. No immoral, improper or unlawful use shall be made of the property, and each Owner shall comply with all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof.

Section 8. Property Maintenance. All lots, Units and improvements thereon shall, at all times, be maintained in a clean and neat condition. No lot shall be used for a junk yard, dumping ground, or for the accumulation of garbage or other refuse, foul smelling matter, or other uses which would be detrimental to the comfort, health and safety of the inhabitants of the surrounding area. If the Owner fails to remove any trash, junk or otherwise maintain his Lot(s) after thirty (30) days written notice from Declarant (or any successor to Declarant), Declarant (or such successor) shall have the right to remove any such trash or clean up the lot at the expense of the owner. The cost of such removal or cleanup shall constitute a lien upon the Lot and a personal obligation of the Owner and shall give rise to the same remedies as set forth herein.

Section 9. Hunting Prohibited. No hunting or discharge of firearms shall be permitted within the Property.

Section 10. Lot Size. Subject to the provisions of Section 1 of Article VI, no Lot may be subdivided by any Owner provided, however, this provision shall not prohibit corrective deeds or similar corrective instruments.

Section 11. Wells. All wells shall be drilled solely at the expense of the Owner and the Owner shall be responsible for obtaining all permits necessary to drill the well. The Owner shall be responsible for all maintenance, operation, repair and replacement of the well.

Section 12. Sewage System. No outside toilet facilities, portable or otherwise shall be maintained on the Property, except as such temporary facilities are placed upon the Property in connection with construction activity, pursuant to approval by the Declarant. All sewage disposal systems shall be of the type approved by the County or State Department of Health and shall be maintained by the Owner at all times in proper sanitary condition, in accordance with applicable governmental laws and regulations and such installation and maintenance shall be at Owner's cost and expense.

Section 13. Storage of Vehicles. No vehicles or boats which are not in serviceable or useable condition and no inoperable unlicensed or "junk" vehicles shall be parked or stored on a Lot so as to be visible from the street.

Section 14. Culverts. The installation, repair and maintenance of driveway culverts, if any are required or used, shall be the sole responsibility of the Owner and such Owner shall obtain any and all permits therefore.

ARTICLE V

DISCLAIMER OF LIABILITY OF ASSOCIATION

Section 1. Association Responsibility. Notwithstanding anything contained herein or in the Articles of Incorporation, By-Laws, any rules or regulations of the Association or any other document governing or binding the Association (collectively, the "Association Documents"), the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health safety or welfare of any Owner, occupant or user of any portion of the Property including, without limitation, Owner's and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(a) It is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the Property have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof;

(b) The Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Columbia County and/or any other jurisdiction, or which ensures the prevention of tortuous activities; and

(c) The provisions of the Association Documents setting forth the uses of Assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of Assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if Assessment funds are chosen to be used for any such reason.

Each Owner (by virtue of his acceptance of title to his Lot) and each other person having an interest or lien upon or making a use of, any portion of the properties (by virtue of accepting such interest or lien or making such use) shall be bound by this Article and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in the Article.

As used in this Article, "Association" shall include within its meaning all of Association's directors, officers, committee and board members, employees, agents, contractors

(including management companies), subcontractors, successors and assigns. The provisions of this Article shall also inure to the benefit of Declarant, which shall be fully protected hereby.

ARTICLE VI

DECLARANT'S RESERVED RIGHTS

Section 1. Declarant's Right to Re-divide. The Declarant may re-subdivide or replat the Property in any way it sees fit for any purpose whatsoever consistent with the development of the Property provided that no Unit shall be erected or allowed to occupy any Lot when such replatted or re-subdivided Lot has an area of less than permitted by the zoning or other governmental regulations. The restriction herein contained in case of such replatting or re-subdividing shall apply to each Lot replatted or re-subdivided. In addition, the Declarant may re-subdivide a Lot to provide for a roadway so long as, as a result, no Unit is constructed on a Lot smaller in area than the foregoing minimum.

Section 2. Declarant's Right to Maintain a Model, Sales or Construction Facility. For so long as there remain any unsold Lots within the Property, the Declarant shall have the right to maintain a model, sales or construction facility on the Property or within the improvements on any of the Lots.

Section 3. Declarant's Reserved Easements. Declarant reserves for itself and its successors and assigns the right to impose restrictions, and to grant or dedicate additional easements and rights of way on any Lots in the Property owned by Declarant. Such easements granted by Declarant shall not structurally weaken any improvements or unreasonably interfere with enjoyment of the Property or the improvement thereupon. Declarant reserves for itself and its successors and assigns an exclusive easement for the installation and maintenance of radio and television cables within the rights of way and platted or designed easement areas.

The Declarant in its sole discretion, may grant to individual owners the right to encroach upon easements reserved in the plat of the Property or herein where necessary for the overall planning of the area or such other reasons as Declarant may deem beneficial or advisable.

Section 4. Reservation of Right to Release Restrictions. Subject to applicable zoning regulations, Declarant reserves the right, but not the obligation, to release a Lot from any violation of the covenants and conditions of this Declaration without consent or joinder of any Owner or mortgagee.

ARTICLE VII

OWNERS' ROAD EASEMENTS

Subject to the provisions of the Declaration and the rules and regulations of the Association, every Owner(s) his successors and assigns and his family and every guest, tenant and invitee of such Owner(s) is hereby granted a right and easement of ingress and egress on and

across the Roads which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions.

(a) It is specifically acknowledged that the Roads will be conveyed by the Declarant to the Association free and clear of all liens and encumbrances, except taxes and except Declarant's reserved right to install, repair, restore and maintain all utility installations, street lighting and signage, if any, including without limitation, cable television in the road right of way. Each Owner of a Lot, his successors and assigns, Mortgagees, domestic help, delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities serving the Property, and such other persons as the Declarant and/or the Association shall designate, are hereby granted a perpetual non-exclusive easement for ingress and egress over the Roads.

(b) The Declarant and the Association shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the Declarant or the Association, may create or participate in a disturbance or nuisance on any part of the Property; provided that, the Declarant or Association shall not deny an Owner or Mortgagee the right of ingress and egress to any portion of the Property owned by such Owner or Mortgagee in favor of such Mortgagee. The Declarant and the Association shall have (i) the right to adopt rules and regulations pertaining to the use of the Roads; (ii) the right, but not the obligation, from time to time, to control and regulate all types of traffic on the Roads, including the installation of gatehouses and gate systems, if the Declarant or Association so elects; (iii) the right, but not the obligation, to control speeding and impose speeding fines to be collected by the Association in the same manner as described in Article III for the collection of Assessments and to prohibit use of Roads by persons or vehicles (including without limitation, motorcycles, "go-carts", three wheeled vehicles, all terrain vehicles), which in the opinion of Declarant or the Association would or might result in damage to the Roads or create a nuisance for the residents; (iv) the right, but not the obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, which is placed or located on the Property, and which will in the opinion of the Declarant or the Association obstruct the vision of a motorist; and (v) the right, but not obligation, to control and/or prohibit parking on all or part of the Roads.

(c) The Declarant reserves the sole and absolute right at any time to dedicate a road for public use, provided such Road is accepted for such purpose by the applicable governmental authority, and to redesignate, relocate, or close any part of the Roads without the consent or joinder of any Owner or Mortgagee so long as no Owner or his Mortgagee is denied reasonable access from his Lot to a public roadway by such redesignation, relocation or closure. In such event, the foregoing easement over the Road shall be terminated and the Association shall reconvey the Road at the request of the Declarant. Upon the termination of the Declarant's Class B Membership, the foregoing right of declarant shall vest in the Association.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. At such time as the Declarant no longer owns any portion of the Property, the Association shall have the right to enforce this Declaration. Failure by the Association, Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event that any party is required to obtain the services of an attorney to enforce its rights under this Declaration, the prevailing party in such action shall be entitled to be reimbursed for its costs and its attorney's fees prior to or at trial or on appeal.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Term. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be terminated during the first (10) year period by an instrument signed by not less than ninety (90%) percent of the votes of each class and thereafter by an instrument signed by not less than seventy-five percent (75%) of the votes of the Owners.

Section 4. Amendment.

(a) The Declarant reserves the right and shall have the right without the consent or joinder of any Owner, the Association or any mortgagee to amend this Declaration for such purpose as it deems necessary or convenient, including, without limitation to comply with any requirements of any governmental agency or mortgagee or to cure any ambiguity in or any inconsistency between these provision.

(b) The Association may amend this Declaration during the first ten year period after recording by an instrument recorded in the public records certifying that the amendment executed by the President and Secretary of the Board was passed by ninety percent (90%) of the votes of the Association and thereafter by an Amendment signed by the President and Secretary of the Board certifying that such Amendment was passed by seventy-five percent (75%) of the votes in the Association

Section 5. Declarant's Successors. So long as the Declarant owns any parcel of the Property, the Declarant shall have the sole and exclusive right at any time and from time to time to transfer and assign to and to withdraw from such person, firm, corporation, trust or other entity any or all rights, powers, privileges, authority and reservations made or reserved by the Declarant in any part or Section of this Declaration either exclusively or non-exclusively. At such time as the Declarant or its successors and assigns no longer owns any Lots and there has been no assignment of Declarant's rights pursuant to this provision, then the rights of the

Declarant shall be deemed to be vested in the Association. Provided, however, if the County of Columbia has accepted the Roads for maintenance then the Association may determine to dissolve and the provisions herein shall not be construed to require the Association to undertake Declarant's rights herein.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 14 day of MARCH 2002.

WITNESSES:

[Signature]
Mary Ann Corbin

COLUMBIA PLANTATION COMPANY

By: [Signature]
Lee D. Wedekind, Jr.
President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 14 day of March, 2002, by Lee D. Wedekind, Jr., the President of Columbia Plantation Company, a Florida Corporation.

[Signature]
Notary Public
My Commission Expires: _____

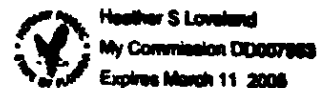


EXHIBIT "A"

LEGAL DESCRIPTION

All of Section 18, Township 6 South, Range 17 East lying west of the west right-of-way line of SW Tustenugee Avenue (fka County Road No. 331).

The North $\frac{1}{4}$ of Section 19, Township 6 South, Range 17 East lying west of the west right-of-way line of SW Tustenugee Avenue (fka County Road No. 131).

The East $\frac{1}{2}$ of Section 13 Township 6 South, Range 16 East.

The North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 24, Township 6 South, Range 16 East.

All located in Columbia County, Florida. Containing 1,196.28 acres more or less.