

DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS
FOR OAK WOODLANDS DEVELOPMENT OF REGIONAL IMPACT
IN HAMILTON COUNTY, FLORIDA

OAK WOODLANDS, INC. is the owner of the property described in Exhibit "A" located in Hamilton County, Florida. By this instrument, the owner imposes upon the land described in Exhibit "A" for the benefit of the present and the future owners of the land, the following conditions, restrictions and limitations which shall be covenants running with the land, binding upon the property owners, its successors and assigns, and all persons claiming any right, title or interest in the land and all subsequent purchasers of the land, their heirs, personal representatives and assigns.

ARTICLE I - DEFINITIONS

1. "Declarant" shall mean and refer to OAK WOODLANDS, INC., the owner of the property described in Exhibit "A".
2. "Association" shall mean and refer to OAK WOODLANDS PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit.
3. "Easement" shall mean the land described in the Declarations of Easement and Deeds of Conservation Easement recorded in the Public Records of Hamilton County, Florida.
4. "Lot": The property described in Exhibit "A" has been or will be divided into parcels for sale by the Declarant to the general public. The plat or plats of the subdivision either have or will be recorded in the Public Records of Hamilton County, Florida. Each subdivided parcel as shown on the recorded plat shall be known as a lot.
5. "Maintenance" shall mean the exercise of reasonable care to keep the roads, parks, landscaping, drainage, ditches, storm water retention or detention areas, other surface water management works, designated preservation or conservation areas, wetlands and wetland mitigation areas, all common areas, and other related improvements in good and functioning condition.
6. "Member" shall mean every person or entity that holds membership in the Association.
7. "Subdivision" shall mean all property described in Exhibit "A" as subdivided into lots as shown on the plat or plats recorded in the Public Records of Hamilton County, Florida and as described therein.
8. "Owner" shall mean the record owner, whether one (1) or more persons or entities, of legal or beneficial interest in a lot, but shall not include those holding title as security for the performance of an obligation.
9. "Improvements" shall mean all buildings, outbuildings, sheds, driveways, parking areas, fences, swimming pools, tennis courts, lights and utility pole lines and any other structure of any type or kind. Improvements to be placed on any lot require the approval of Conservation Committee.
10. "Committee" shall mean the Oak Woodlands Conservation Committee as defined below.
11. "Conservation of Preservation Area" shall mean areas designated by the Master Plan or Development Order for Oak Woodlands Development of Regional Impact or in Declaration or Deeds of Conservation Easements or other conveyance to a non-profit entity for the specific conservation, preservation and environmental protection purposes set forth therein.

12. "Common Area" shall mean any land or facilities which the Association owns or maintains, including the roadways within the subdivision and any easements for drainage and storm water retention reserved to the Association.

FL 3977 B 337 P 322
CO:HAMILTON ST:FL

ARTICLE II - OAK WOODLANDS

PROPERTY OWNERS ASSOCIATION, INC.

Section 1. General: Declarant has deemed it desirable for the efficient preservation of the values and amenities in the subdivisions to create an agency to which should be delegated and assigned the powers of maintaining and administering the common areas; administering and enforcing these covenants and restrictions; collecting and disbursing the assessments and charges hereinafter established; and for the purposes of promoting the common interest of the owners in OAK WOODLANDS. Declarant has filed with the Secretary of State of Florida, OAK WOODLANDS PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation, hereinafter referred to as the "Association", to which there has been and will be delegated and assigned certain power and duties of management, maintenance, operation and care of real property, including but without limitation, all roads, parks, lakes, ditches, canals, retention or detention areas, drainage, other surface water management works and preservation or conservation areas, wetlands and wetland mitigation areas which are owned by the association or the owners in common, and the enforcement of the rules adopted by the association or the owners in common, and the enforcement of the Covenants and Restrictions contained herein as well as collection and disbursement of maintenance and upkeep expense. As set forth in its Articles of Incorporation and Bylaws the Association may engage in any other activity or assume any responsibility that the Association may consider desirable to promote common interests of the residents of OAK WOODLANDS.

The Association shall operate and maintain at its cost, and for the use and benefit of the owners of lots in OAK WOODLANDS, all land owned by the Association. The Association shall be responsible for the perpetual maintenance of the streets and roadways within the subdivision, unless or until the appropriate governmental body of Hamilton County accepts this responsibility from the Association.

Section 2 Membership in the Association: Any person who owns a lot within the subdivision that is subject to these restrictions shall automatically be a member of the Association, provided, however, that where any lot is owned by more than one (1) person, one (1) of the owners shall be designated to cast the vote on matters to come before the Association on behalf of all of the owners of the lot. In the event the owner of a lot is a corporation or partnership, a partner or corporate officer shall be designated to cast the vote on behalf of the partnership or corporation.

Section 3. Voting Rights: The Association voting membership shall be all owners including the Declarant, and shall be entitled to one (1) vote for each lot owned.

No member shall be entitled to vote unless such member has fully paid all assessments as provided for herein as shown by the books of the Association.

Section 1. Creation of Lien and Owners Obligations: Each owner of a lot within the subdivision by acceptance of a Deed or Agreement for Deed to the lot, whether or not it is expressed in the Deed or other conveyance, covenants and agrees to pay to the Association, all assessments to be fixed, established and collected from time to time as provided for in these restrictions. The assessments, together with such interest thereon, and costs of collection as provided for herein, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and cost of collection as herein provided shall also be a perpetual obligation of the person who is the record owner of the lot at the time when the assessment becomes due.

Section 2. Purpose of Assessment: The assessment levied by the Association shall generally be used for the purpose of promoting the area conservation, preservation, recreation, health, safety and welfare of the residents of OAK WOODLANDS and the lands and waters on subject lands. Specifically, but without limitation, the assessments shall be used for the improvements and maintenance of the roadways, trails, conservation and preservation and common areas within the subdivision, including but not limited to, the payment of taxes, insurance, repair, replacement, maintenance and for the cost of labor, equipment, materials, management and supervision.

Section 3. Annual Assessments: Until changed by the Board of Directors of the Association, the annual and special assessments per lot shall be One Hundred Dollars for lots with completed dwelling unit thereon and Sixty Dollars for all other lots. The annual assessments may be increased or decreased by the Board not more frequently than annually; provided, however, that the annual and special assessments shall at all times be sufficient to pay all actual association operation and maintenance costs based on written estimates prepared by a professional civil engineer and including a process to account for inflation.

Section 4. Change in Assessment: The Association may change the amount of assessment fixed by section 3 above prospectively for any annual period, at a meeting duly called for such purpose, written notice of which shall be sent to all members at least thirty (30) days in advance of said meeting and which notice shall set forth the purpose of the meeting.

Section 5. Special Fees or Assessments: In addition to the assessments authorized by Section 3 above, the Association may levy special assessments including special fees or assessments to be paid by the users only of any future facilities not currently provided but which the Association may deem beneficial to the residents of OAK WOODLANDS, including but not limited to stable/paddock or other facilities not now established, provided that any such fee or assessment if administered by the Association shall have the consent of a majority of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of a meeting to determine special assessments shall be sent to all members at least thirty (30) days in advance of the meeting. The notice shall set forth the purpose of the meeting.

Section 6. Quorum: The quorum required for any act authorized by Sections 4 and 5 above shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of members, or proxies, entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at said meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 hereof, and the required quorum at any such subsequent meeting shall be one-half (½) of the required quorum at the proceeding meeting.

Section 7. Effect of Nonpayment of Assessment of Remedies of the Association: Any Assessment not paid within sixty (60) days after the date that such assessment is due as determined by the Board, shall be deemed in default and shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may wave or otherwise escape liability for assessment provided for herein by abandonment of his lot.

Section 8. Subordination of Assessment Lien: The assessment liens provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of a lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceedings in lieu thereof shall extinguish the assessment lien as to the payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due.

Section 9. Right of Declarant: Notwithstanding anything contained herein to the contrary, Declarant shall be exempt from payment of assessments against lots owned by Declarant and held for sale in the normal course of business; provided, however, that this exemption shall not apply to lots owned by Declarant upon which have been constructed a dwelling unit; and provided further, that Declarant's exemption from payment of assessments terminate when seventy-five percent (75%) of the lots are owned by persons or entities other than the Declarant or upon the Declarant's written waiver of this exemption, whichever shall be first. Declarant covenants and agrees that so long as this exemption is in effect, Declarant shall pay on behalf of, or reimburse the Association, all expenses incurred by the Association in performance of duties hereunder, exclusive of reserves, in excess of the amount of assessments levied against owners other than Declarant; provided however, that in no event shall Declarant be liable for payment of an amount in excess of the amount Declarant would be obligated to pay if this exemption from payment of assessments has not been in effect.

ARTICLE IV - EASEMENTS

Each lot extends to the boundary of easements for roads, utilities, drainage and ingress and egress as shown on the subdivision plats in the Public Records. No structure, plant or other object shall be placed or permitted to remain which may damage or interfere or change the direction or flow of drainage within the easement or interfere with the installation and maintenance of utilities or the safe passage of automobile traffic. Said easement will be perpetually maintained by the Association.

ARTICLE V - CONSERVATION COMMITTEE

Section 1. Membership: The Committee shall consist of three (3) members, to be appointed by the Board. One (1) of three (3) members shall be a member of the Board. All members of the Committee shall be members of the Association owning lots with the subdivision.,

Section 2> Purpose: No building or structure of any kind, other than alterations not affecting the surface of the land, no dumping or placing of soil or other material as land fill, or placing of trash, waste unsightly or offensive materials, removal or destruction of trees or other vegetation in any jurisdictional wetlands designated by any agency or any conservation area or conservation/preservation area except as specified in an approved habitat maintenance plan, or any buffer area or easement areas established by Development Order, Predevelopment Agreement or Deed of Conservation Easement for lands abutting environmentally sensitive areas unless by permit of government agencies and non-profit agencies having jurisdiction or any interest therein, no excavation, dredging or removal of soil, rock or other material so as to affect the surface, drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, and any activities affecting the preservation of the structural integrity or physical appearance of the three (3) designated sites of historical or archeological significance, shall be commenced, erected, placed, or maintained upon any lot unless and until the plans therefor shall have been approved in writing by the Committee, in its sole discretion, as to set-back and location, conservation or environmentally sensitive areas, natural vegetation and wildlife, water quality, and historically and archaeologically significant sites and compliance with all Covenants herein.

Section 3. Approval Procedures: Any approval requested of the committee shall be requested in writing and shall be submitted to the Committee at the principal office of the Association. In the event the Committee fails to approve or disapprove within twenty (20) days after such plans have been submitted to it, the applicant may submit written notice requesting a final determination by the Committee. Approvals shall be deemed to have been given if written notice by the applicant has been given to the Committee stating that no action was taken for twenty (20) days and requesting immediate action within five (5) days, and the Committee fails to approve or disapprove within said five (5) day period.

Before any construction or other activity described above is undertaken, the lot owner shall have sole responsibility for applying for and obtaining all legally required permits from government agencies having jurisdiction over any of said land or intended activities. The Committee is authorized to notify owners of any violations or defects in any improvements and to give reasonable time for correction of any defects before recommending Association enforcement under this Declaration.

Section 3. Administration: The Committee, in its sole discretion, shall have the power to adopt rules, subject to approval by the Board, and to establish procedures not inconsistent with the provisions of this Declaration, including but not limited to conservation, preservation and site development standards as may be deemed necessary by the Committee to insure a quality development and to insure preservation of the natural aesthetic

qualities of the subdivision. The Committee shall consult with qualified professionals including government, academic and other knowledgeable consultants and any non-profit entity holding conservation or preservation area ownership or easements to assure the enduring effectiveness of the Committee's procedures.

ARTICLE VI - USE RESTRICTIONS

FL 3977 B 337 P 326
CO:HAMILTON ST:FL

The subdivision shall be occupied and the lots within the subdivision shall be used as follows:

Section 1. The Association shall upon acceptance of the Lake and Conservation Areas maintain the improvements or landscaping thereon, together, further, with the properties, facilities or amenities that may be owned, required, or built by the Association, protect streams, lakes and water supplies, maintain and enhance the conservation of natural and scenic resources, promote the conservation of natural and scenic resources, promote the conservation of soils, fish, wildlife and migratory birds, afford and enhance recreation opportunities and preserve historical sites, erect wildlife feeding stations, plant small patches of cover and food crops for quail, turkeys, deer, and other wildlife, make access trails or paths through common properties for the purpose of permitting observation and study of wildlife, hiking and riding, erect buildings and other facilities for all types of recreation, erect small signs throughout the common property designating points of particular interest and attraction, and take such other steps as are reasonable, necessary and proper to further the aims and purposes of the common property, plant trees or other vegetation on all common property, protect from erosion the common property by planting trees, plants and shrubs where and to the extent necessary or by such mechanical means as bulkheading or other means deemed expedient or necessary by said Association, replace vegetation on a lot or conservation area or common property when vegetation has been removed or damaged in violation of these covenants and assess fines on vandals it determines to be responsible for such removal or damage, provide and insure adequate drainage ways, canals, and access roads; cut fire breaks and cut and remove dead or damaged trees; promote public safety and prevention of cruelty to animals; grant easements where necessary for utilities, cable television and sewer and drainage facilities over or under the roadway area. All lot owners shall maintain their lots and assist in Association maintenance programs to further the effectiveness of all conservation programs herein. The Oak Woodlands Property Owners Association, through the Conservation Committee and the Board, shall assign specific patrol and monitoring duties to members of the maintenance and operating staff to observe all natural preservation areas including the gopher tortoise preservation/conservation areas, gum swamp preservation/conservation areas, conservation trail easement areas, pond, stream area easements and other areas along stream area easements. The Oak Woodlands Property Owners Association shall provide a neighborhood community watch with appropriate staff and law enforcement telephone numbers to report promptly all instances of vandalism, poaching or mischief affecting the environmentally sensitive areas of Oak Woodlands. The maintenance staff shall be directed to preserve all evidence and to assist appropriate law enforcement agencies in prosecuting any offenders.

Section 2. Use of the lake is restricted to lot owners, their immediate family, and accompanied guests only, (no unaccompanied guest may use the lake with or with the permission of a lot owner) all others shall be considered trespassers and appropriate action taken by the Board to have such persons removed from the premises. The Board shall one (1) boat decal per lot and only boats with the official decals shall be allowed use of the lake. Should the Board determine that it is in the interests of conserving the natural resources of the common properties or of maintaining or enhancing the aesthetic value of the property, then boating rights may be further restricted. Boats shall be maintained and operated at all times in a safe manner according to the safety rules established by the U.S. Coast Guard. In an effort to minimize the adverse aesthetic and ecological impacts of boat launching and storage, all members shall have specific locations at which to launch and park their boats at a place provided for such purposes, except that owners of lake lots may launch and store their boats directly from and on their respective properties. No boat motors shall exceed ten (10) horsepower. Decals may also be issued for vehicles using boat launch and common areas. The easement of each lot owner in use of the lake on subject property is subject to all present and future rules of the Oak Woodlands Property Owners Association and to all applicable Florida and Federal Law. The easement for lake use granted to each lot owner is restricted to use for fishing and boating. All fishing shall be for personal and non commercial and no resale purposes subject to limits on daily catch which may from time to time be set by rule of the Oak Woodlands Property Owners Association. Fishing by trot-line or net is prohibited. As permitted by law then in effect, no more than one legally permissible dock or pier may be constructed on any lot and none shall extend into any lake more than 20 feet lakeward from the mean high water mark and none shall exceed 250 square feet over water, all subject to prohibitions and regulations of applicable governing authorities. No chemicals or other substances which could damage water quality shall be stored in or near the lake at any time. No firearms shall be discharged at any time on the shores or waters of the lake.

Section 3. Except as specifically permitted by the Board by way of its promulgated rules and provided for at designated facilities, nothing of any kind, including, but not limited to, boats, recreational equipment, and trash, may be stored or left overnight within a common association property area.

Section 4. No swimming shall be permitted in any streams, lakes or ponds. Neither the Declarant nor the Oak Woodlands Property Owners Association, Inc. assumes any responsibility for any personal injury or property damage resulting from use of the water in the streams, lakes, or ponds.

Section 5. No motorized vehicle of any type shall be used or located off a road, driveway or parking area. No unlicensed motor vehicles of any kind, including but not limited to dirt bikes, 3 or 4 wheel all terrain vehicles and go carts or similar vehicles, may be used on or off the road anywhere in Oak Woodlands.

Section 6. No hunting, trapping (except fishing) or shooting of any kind including, but not limited to, guns, rifles, shotguns, pellet guns, BB guns, slingshots, bow and arrows, etc. shall be allowed anywhere of the property.

Section 7. Applicable county and state regulations regarding fishing licenses, methods and limits applicable to public lakes must be observed as if in full force and effect.

Section 8. Construction or vegetation removal or dumping or grading, dredging or filling or storage of chemicals or any other activity set forth in Article V. Section 2 of these Covenants is expressly prohibited in all jurisdictional wetlands areas as identified and regulated by the State of Florida Department of Environmental Regulation, the U.S. Army Corps Engineers and the Suwannee River Water Management District. The above described activities are also expressly prohibited in any conservation areas designated in the Development Order and all Deeds of Conservation Easement and conveyances of Conservation Preservation Areas for Oak Woodlands development of regional impact, being seventy-five feet or more in width as described in these documents. As further provided by these documents, any construction or clearing within 200 feet of the bank of any stream or waterbody shall be commenced only after first constructing a swale and stabilized berm which will retain surface water runoff as specified by the Development Order for Oak Woodlands development of regional impact. Each owner shall obtain specifications for the required swales and berm which shall be furnished reviewed and approved by the Conservation Committee. Septic Tanks and Drain fields are restricted to portions of lots at specific distances from wells and any sensitive area as specified in the above Development Order and shall be installed only by a skilled installer after site approval, review, permitting and inspection by the Hamilton County Health Director in strict adherence to State Statutes and HRS Rules and best installation practices.

Section 9. No fertilizers or pesticides shall be used in any form in any conservation, preservation/conservation, or jurisdictional wetland areas or within two hundred (200) feet of any waterbody or stream, nor within any wooded area on any lot, provide however that these restrictions may be waived by the Committee upon recommendation of a state or federal agency when a clear safety, health or welfare protection purpose is shown, No fertilizers or pesticides shall be used in any other areas without the lot owner first consulting local extension service and health officials to assure that the frequency and product type will not damage conservation areas or water quality. The Association shall be authorized to establish such further rules as necessary to make this covenant effective.

Section 10. No lot within the subdivision shall be further subdivided.

Section 11. No building shall be erected within seventy five (75) feet of the front property line or fifteen (15) feet of the side or rear lot lines. Declarant or the Conservation Committee shall have the right in their discretion to vary these front and side setback restrictions where strict enforcement will result in unnecessary hardship with no violation of conservation or streambank set-back requirements.

Section 12. No parcel or portion of the above-described real property, except as specifically designated in writing as sales center or commercial use area by Declarant shall be used except for residential purposes or gardening and landscaping thereon; and only one dwelling, meaning mobile home, modular home or building for residential purpose shall be, erected or placed on any single residential lot or 2 acre residential portion of the above described real property. This limitation shall not prohibit the erection or placing of a

building for parking of a resident's personal motor vehicles or storage building for personal equipment or tools, or a barn or pet shelter placed in a lawful manner.

Section 13. Those lots so designated on Agreement for Deed or Deed shall be restricted in perpetuity to frame or masonry single-family, fully site-built structures only and no factory-constructed or mobil home shall be placed thereon.

Section 14. No mobil or modular home or residential structure shall be placed on any lot which is less than 720 square feet of enclosed space of more than 5 years old as established by authentic title prior to placement on any lot provided that minimum dwelling sizes may be increased if so specified in writing by Declarant prior to sale of lots in areas so designated.

Section 15. No business, trade or commercial activity shall be conducted on any residential site.

Section 16. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than four (4) square feet advertising the property for sale or rent.

Section 17. No swine or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets, horses or livestock may be kept under leash or in secure enclosure and under owners direct control at all times, provided that they are not kept, bred or maintained for any commercial purpose or in numbers constituting a nuisance or damaging area water quality or wildlife habitat or movement. No dog or other domestic animal shall be permitted to enter the Conservation or preservation areas or to damage native wildlife or their movements. Any animal creating a nuisance or annoyance in the neighborhood or in conservation or preservation areas shall constitute a nuisance and shall result in the Association taking whatever action is appropriate to remove such nuisance.

Section 18. No noxious or offensive activity shall be carried on upon any building site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or tend to damage or destroy either private or public property.

Section 19. There shall be no on street parking whatsoever of any vehicles including, but not limited to, boats, motor homes, automobiles or trailers, unless such parking is necessary under unusual circumstances, such as a large party or reception.

Section 20. All personal property kept on a lot shall be either kept and maintained in a proper storage facility or shall be stored at the rear of the house. However, nowhere on the property shall this provision be construed to permit junk cars, old appliances or the like being kept anywhere on the property, including in the front, on the side or to the rear of the property. Any personal property, if it is to be stored on the lot, is to be stored in a completely enclosed structure or at the rear of the house in a neat and orderly condition. Among other remedies and after thirty (30) days' notice to owner, the Association may come upon the lot to remove property being stored in violation of this provision, all at the expense of the owner, which shall constitute a lien against said property. An automobile or other vehicle shall be considered a "junk car" under this provision if it is immobile for a period of sixty (60) days or longer or does not have a current license tag.

Section 21. Each lot owner in residence shall comply with the rules of the Oak Woodlands Solid Waste Recycling Program.

Section 22. No motor home or temporary vehicle shall be place on any lot for more than 100 days per year. All mobil homes and motor homes shall comply with all septic tank and health regulation of Hamilton County and the State of Florida.

Section 23. No petroleum products shall be stored on any residential lot and no trash, junk, limbs, dead trees, garbage, or toxic substance shall be allowed to accumulate on any lot. If such violation exists, the Association shall advise the respective lot owner by certified registered letter to remove the same; and if such materials are not removed within twenty (20) days of owner's receipt of letter, the Association shall cause them to be removed and charge the lot owner for all costs thereof.

Section 24. 100 Year Flood Prone Areas:

Properties, if any, which have natural ground elevations less than the 100 year flood elevation as established by Federal Emergency Management Agency or Suwannee River Water Management District, in feet above mean sea level as shown on the plat, are prone to severe flooding. Development on such properties, if any, may be subject to special regulation based on the minimum standards of the Federal Emergency Management Agency or Suwannee River Water Management District, which requires that structures be elevated at least one food above the 100-year flood levels. Such development, if any, may require special surveying, engineering, or architectural design to insure that flood hazard is not increased by the development.

10 Year Flood Prone Areas:

Properties, if any, which have natural ground elevations less than the 10 year flood elevation as established by Federal Emergency Management Agency or Suwannee River Water Management District, in feet above mean sea level as shown on the plat, are subject to common and frequent flooding (a ten percent probability of flooding in any year). Such properties, if any, may not be suitable or eligible for permits for on site sewage disposal systems (septic tanks).

DEED RESTRICTION CONSERVATION AREAS:

Said Conservation areas are designated on the plat or in the above-described Development Order or in agreements by and between Oak Woodlands, Inc. and the Florida Department of Community Affairs and other agencies as special conservation areas in which cutting of specified trees and vegetation, construction, mining, dredging, filling, grading, paving, excavating, drilling operations, permanent storage of materials and any activity which would cause erosion or damage or diminish water quality in any waterbody or creek or stream therein are prohibited, subject to enforcement by Oak Woodlands Property Owners Association, said areas being in minimum width from the center of any contiguous waterbody/-stream as set forth in the above described agreements.

FL 3977 B 337 P 330
CO:HAMILTON ST:FL

ARTICLE VII - UTILITY EASEMENTS CONTIGUOUS TO LOT LINES

Declarant reserves unto itself or assigns, a perpetual and alienable easement and right on, over and under each lot contiguous to lot lines, to erect, maintain and use pipes, wires, cables, conduits, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, water drainage facilities or other public conveniences or utilities on, in or over those portions of each lot or the common areas as may be reasonable required for utility line purposes or as shown on the subdivision plat or plats; provided, however, that such easement shall only be located contiguous to lot lines except as necessary to provide service to the dwelling on any lot in Oak Woodlands at the location agreed between lot owner and the utility supplier.

ARTICLE VIII - ENFORCEMENT

All covenants contained in this Declaration run with the land. All covenants contained in this Declaration concerning the collection of assessments may be enforced only by the Association or Declarant by action at law or in equity to enforce the personal obligation of an owner for the payment of delinquent assessments on foreclosure of the lien against the lot; provided, however, that any such action taken by Declarant shall be commenced in the name of the Association and on its behalf and all recovery of property or money damages shall be for the benefit of the Association. All remaining covenants and restrictions herein contained may be enforced by the Association, Declarant or any owner in any judicial proceeding seeking any remedy provided herein or recognizable at law or in equity, including damages, injunction or any other appropriate form of relief against any person violating any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of the same or of the right of such party to thereafter enforce the same. The party bringing any such action to enforce the covenants, restrictions or provisions hereof shall, if said party prevails, be entitled to all costs thereof, including, but not limited to, reasonable attorneys' fees. No liability shall attach to Declarant for the failure to enforce the terms of this Declaration.

ARTICLE IX - LOW INCOME HOUSEHOLD MITIGATION OF ANNUAL ASSESSMENTS

When any resident property owner has a combined gross household income which falls below the poverty line criteria for eligibility for the Federal Food Stamp Program or its equivalent, the resident property owner may apply for installment payments under the mitigation program established for that purpose by the Property Owners Association. In lieu of lump sum advance payment of the annual maintenance fee the Property Owners Association shall permit the applicant resident property owner who meets the income criteria at the same time of application to pay the annual maintenance fee in twelve periodic payments. The Property Owners Association shall plan its cash flow requirements to provide for sufficient funds to offset any reduction in current operating funds caused by the periodic payment in lieu of lump sum payment under this maintenance fee mitigation program.

FL 3977 B 337 P 331
CO:HAMILTON ST:FL

ARTICLE X - DECLARANT'S DEVELOPMENT RIGHTS

Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, its transferee's, or its or their contractors or subcontractors from doing or performing on all or any part of OAK WOODLANDS actually owned or controlled by Declarant, or its transferee's or upon the common areas, that whatever he determines to be reasonably necessary or advisable in connection with the completion of the development of the property, including, without limitation:

A. Erecting, constructing and maintaining thereon such structures, signs and vehicles as may be reasonably necessary for the conduct of Declarant's business of completing and establishing the property as a residential community, with such commercial area as permitted by law or these covenants, and disposing of the same in lots by sale, lease or otherwise;

B. Provided, however, that operations being conducted under subparagraph A immediately above shall be permitted upon only those parts of OAK WOODLANDS owned or controlled by the party causing or conducting said operations, and the common areas.

ARTICLE XI - AMENDMENTS

Section 1. By Declarant: until seventy-five percent of the lots are owned by persons or entities other than Declarant, or it elects to terminate its membership, whichever occurs first, all amendments or modifications shall only be made by Declarant without the requirement of the Association's consent or the consent of the owners provided, however, that the Association shall forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request. Additionally, until Declarant's membership is so terminated, Declarant may waive or grant variance from any of the covenants and restrictions, other than those regarding payment of assessments, as to any lot, including set back restrictions other than for stream banks and conservation areas, if the Declarant, in its sole judgement, determines such variance to be a minor or insubstantial violation. After termination of Declarant's above membership in the Association, the right to grant such variances shall be exercised by the Conservation Committee.

Section 2. By Owner: Except as provided in Section 3 of this Article, after termination of Declarant's membership in the Association, this Declaration may be amended (i) by the consent of the owners of two-thirds (2/3) of all lots, together with (ii) the approval or ratification of a majority of the Board of Directors of the Association. The aforementioned consent of the owners may be evidenced by a writing signed by the required number of owners or by the affirmative vote of the required number of owners at any regular special meeting of the Association called and held in accordance with the Bylaws and evidenced by a certificate of the Secretary or an assistant secretary of the corporation, with such approval as shall be required by the Suwannee River Water Management District.

Section 3. Limitations: Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, or of any institutional mortgagee under this Declaration without the specific written approval of the Declarant or institutional mortgagee affected thereby. Furthermore, notwithstanding anything to the contrary herein, no amendment shall

be made which would increase the liabilities of a then owner or prejudice the rights of a then owner or his family, guests, invitee's and lessees to utilize or enjoy the benefits of the then existing common areas unless the owner or owners so affected consent to such amendment in writing or unless such amendment is adopted in accordance with the procedures of this Declaration required for adoption of an amendment to the Declaration.

Section 4. Effective Date: The Declaration shall become effective upon its being recorded in the Official Records of Hamilton County, Florida and approval of the Suwannee River Water Management District, and thereupon amends and all previously recorded restrictions and covenants governing subject lands, modifying the same as to any conflict with this Declaration. Any amendment to this Declaration shall become effective upon a Certificate of Amendment to the Declaration setting forth the amendment of modification being recorded in the Public Records of Hamilton County, Florida.

ARTICLE XII - MISCELLANEOUS

Section 1. Severability: In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise shall in no way affect any other provisions which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

Section 2. Notices: Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

Section 3. Interpretation of Declaration: The Board shall have the right and responsibility to determine all questions arising in connection with this Declaration and to construe and interpret the provisions of this Declaration in good faith. All such interpretations shall be binding on the owners.

Section 4. Captions, Headings and Titles: Article and paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only, and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder nor the terms and provisions of this Declaration.

Section 5. Context: Whenever the context so requires or admits, an pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

FL 3977 B 337 P 333
CO:HAMILTON ST:FL

Section 6. Attorneys' Fees: Any provision in this Declaration for the collection or recovery of attorneys' fees shall be deemed to include, but not limited to, attorneys' fees for the attorneys' services at all trial and appellate levels and, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

IN WITNESS WHEREOF, this instrument has been executed by

FL 3977 B 337 P 334
CO:HAMILTON ST:FL

Declarant on the 12th day of November, 1990.

FL 3977 B 337 P 335
CO:HAMILTON ST:FL

WITNESSES:

[Signature]
[Signature]

OAK WOODLANDS, INC.

By: [Signature]
PAUL HENDRICK, President

STATE OF FLORIDA,
COUNTY OF HAMILTON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements personally appeared PAUL HENDRICK well known to me to be the President of OAK WOODLANDS, INC., a corporation, and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and the seal affixed thereto is the true and corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of November, 1990.

[Signature]
NOTARY PUBLIC

My Commission expires

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPS. AUG. 21, 1993
DORRED TIRU OFFICIAL INS. INFL.

ACKNOWLEDGEMENT

OAK WOODLANDS PROPERTY OWNERS ASSOCIATION, INC., by its President, hereby acknowledges the above Declaration and consents to the obligations of the Association as specified therein

OAK WOODLANDS PROPERTY OWNERS
ASSOCIATION, INC.

By: [Signature]
Its President

This instrument prepared (as to form only) by:
Paul Hendrick, Attorney at Law, P.O. Drawer 151, Jasper, Florida 32032

EXHIBIT A

LEGAL DESCRIPTION

See Legal Description Recorded in Development Order for OAK WOODLANDS Development for Regional Impact as Recorded in the Public Records for Hamilton County, Florida.

FILED AND RECORDED
DATE 02/23/94 TIME 02:36

ELAINE ROZIER CLERK
CO:HAMILTON ST:FL

RECORD VERIFIED
BY [Signature] DC

FL# 200011456 B 530 P 460
REC NO. 09221107690

PREPARED BY AND RETURN TO E. N. HAGAN
3350 NW 27TH LANE
JENNINGS, FL 32053

FILED AND RECORDED
DATE 07/30/2002 TM 08:46
GREG GODWIN CLERK
CO:HAMILTON ST:FL
RECORD VERIFIED
BY *E. N. Hagan* DC.

**FIRST AMENDMENT TO DECLARATION
OF RESTRICTIVE AND PROTECTIVE COVENANTS
FOR OAK WOODLANDS PROPERTY OWNERS ASSOCIATION, INC.**

This First Amendment ("Amendment") to OAK WOODLANDS PROPERTY OWNERS ASSOCIATION, INC., is made as of the 8th day of June, 2002.

WHEREAS, Developer has recorded the Declaration of Restrictive and Protective Covenants for Oak Woodlands Development of Regional Impact in Hamilton County, Florida, in Official Records Book 337, Pages 321-335 of the public record of Hamilton County, Florida ("Declaration"); and

WHEREAS, pursuant to Article XI, Section 2 of the Declaration, the Owner has the right to amend and modify the Declaration; and

WHEREAS, Owner intends to amend the Declaration as more fully described below, by recording this Amendment in the public records of Hamilton County, Florida.

NOW, THEREFORE, pursuant to the powers reserved by the Owner under the Declaration and in consideration of the premises and covenants herein contained, Owner hereby records this Amendment to the Declaration which will run with the land, as follows:

1. All reference to "Sections" shall mean those described in the Declaration.
2. The following "ARTICLE VI - USE RESTRICTIONS", "Section 14" is hereby amended and modified to read as follows:

ARTICLE VI - USE RESTRICTIONS

Section 14. No mobile or modular home or residential structure shall be placed on any lot, which is less than 720 square feet of enclosed space or more than 5 years old as established by authentic title prior to placement on any lot, provided that minimum dwelling sizes may be increased if so specified in writing by Declarant prior to sale of lots in areas so designated. All mobile homes shall have skirting on the mobile homes placed on any lot.

- 3. Except as specifically modified herein, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of this 2 day of July, 2002

Signed, sealed and delivered

OAK WOODLANDS PROPERTY OWNERS ASSOCIATION, INC.

in the presence of:

Marvin D Johnson
Marvin D Johnson
Dee Johnson
Dee Johnson

By: Charles B Calhoun
Charles B. Calhoun, President

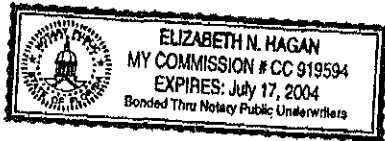
Attest: Carolyn Turpin
Carolyn Turpin, Vice President

STATE OF FLORIDA
COUNTY OF HAMILTON

The foregoing instrument was acknowledged before me this 2 day of ~~June~~ ^{July} 2002 by Charles B. Calhoun, as president and Carolyn Turpin, as Vice President, who are personally known to me and who did not take an oath.

Elizabeth N Hagan

Notary Public
My Commission Expires:



Adopted by the Board of Directors on July 2, 2002.

Charles B Calhoun
Carolyn Turpin

Elizabeth N Hagan

STATE OF FLORIDA
HAMILTON COUNTY

I, GREG GODWIN, Clerk of Courts in and for Hamilton County, Fla. DO HEREBY CERTIFY the within and foregoing is a True and Correct copy of the original as it appears among the files and records in the office of the Clerk of Courts of Hamilton County, Fla.

WITNESS my hand and official seal this 17th Day of April A.D. 2007

Greg Godwin – Clerk of Courts
Hamilton County, Florida

By Vanessa Hill D.C.