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DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

FOR

MARION PLACE OFFICE PARK

THIS DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

(herein the "Declaration") is made this 13th day of July, 2000, by COLUMBIA INVESTORS, LLC, a Florida limited liability company, whose mailing address is 4400 West U.S. Highway 90, Lake City, Florida 32055 (herein "Developer") and ASLAN ASSOCIATION, INC., a Florida corporation, whose mailing address is 7205 N.W. 47th Court, Gainesville, Florida 32606 (herein "Aslan");

WITNESSETH:

WHEREAS, Developer is the owner of real property in Columbia County, Florida, consisting of Lots 1 through 11 inclusively and Aslan is the owner of Lots 12 through 15 inclusively, which are all the Lots in Marion Place Office Park, a subdivision according to plat thereof recorded in Plat Book 7, Page 46-47, public records of Columbia County, Florida (herein the "Development"); and

WHEREAS, Developer and Aslan desire to provide for the preservation and enhancement of the property values and quality of environment in the Development, as well as the general health, safety, and welfare of the owners of the lots within the Development and for storm water drainage and retention areas and improvements, open spaces, and other common areas and improvements located within the Development and, to this end, they desire to subject the Development to the covenants, conditions, restrictions, easements, and liens hereinafter set forth, each of which shall be binding upon and run with the title to each of the lots within the Development; and

WHEREAS, to provide the means for meeting the purposes and intents set forth
herein, Developer deems it desirable to create a non-profit corporation to which may be
conveyed title and to which may be delegated and assigned the powers of maintaining and
administering the common areas; administering and enforcing the covenants and
restrictions contained herein; and collecting and disbursing the assessments and charges
as hereinafter created or provided for.

NOW, THEREFORE, in consideration of the premises and the covenants hereafter
contained, Developer and Asian, for themselves and their successors and assigns, declare
that each and every tract and parcel within the Development is and shall be owned, held,
transferred, sold, conveyed, mortgaged, and occupied subject to the covenants,
restrictions, easements, charges, and liens hereinafter set forth (herein the "Protective
Covenants"), all of which shall run with the title to the land and are as follows:

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration
(unless the context shall prohibit) shall have the following meanings:

A. "Association" shall mean and refer to Marion Place Office Park Owners
Association, Inc., a not-for-profit Florida corporation, or its successors and assigns.

B. "Common Expenses" shall mean and refer to the actual and estimated
expenses of operating the Association and meeting the costs incurred or to be incurred
relative to the performance of the duties of the Association, including without limitation, the
costs incurred for operation, maintenance, and improvement of any Common Areas,
including any reserves established by the Association, all as may be found to be
necessary and appropriate by the Board of Directors of the Association pursuant to this
Declaration, the By-Laws, and the Articles of Incorporation of the Association.

C. "Common Areas or Common Property" shall mean and refer to all real
property and any improvements located thereon, and all personal property, from time to
time intended to be devoted to the use and enjoyment of all Members of the Association
and maintained by the Association at Common Expense. "Common Property" includes,
without limitation, the property described on the plat of the Development which is referred

to and incorporated herein by reference, together with such other real or personal property
as may be from time to time transferred to the Association as Common Property by the
Developer or any Lot owner.

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D. "Developer" shall mean and refer to Columbia Investors, LLC, a Florida limited liability company, and its successors and assigns. No successor or assignee of the Developer shall have any rights or obligations of the Developer hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law.

E. "Lot" shall mean and refer to each Lot as shown on the plat of the Development.

F. "Member" shall mean and refer to each owner of a Lot who is a member of the Association as provided in Article II, Section 2, hereof.

G. "Owner" shall mean each owner of a Lot, including Developer and Asian, so long as Developer holds title to one or more of the Lots.

ARTICLE II

STRUCTURE, POWERS AND DUTIES OF, AND MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Association. The Association shall be a not-for-profit Florida corporation charged with the duties and vested with the powers prescribed by law and as set forth in its Articles of Incorporation, By-Laws, and this Declaration. Reference is hereby made to the Articles of Incorporation and By-Laws of the Association, copies of which are in the possession of the Developer. Neither the Articles of Incorporation nor By-Laws of the Association shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. A majority of the officers and directors of the Association shall be required to be either: (a) members of the Association; or (b) officers, directors, representatives, managers, employees, or designees of Developer or a corporate member of the Association. The Board of Directors of the Association, and such officers as the Board may elect or appoint, shall conduct the

business of the Association in accordance with this Declaration, its Articles of Incorporation and By-Laws.

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Section 2. Membership. The Developer and each Owner shall be Members of the Association. The Association membership of each Owner shall be appurtenant to the Lot giving rise to such membership, and shall not be transferred except upon the transfer of title to said Lot and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

Section 3. Voting Rights. Each Lot within the Development shall be entitled to one (1) vote as a member of the Association. A majority vote of the members shall be required for any action to be taken by the Association; provided that, so long as Developer is the owner of one or more Lots in the Development, no action may be taken by the Members of the Association to change or modify this Declaration or any other provisions of the Articles of Incorporation or By-Laws of the Association without the affirmative vote of Developer.

Section 4. Multiple Owners. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. In the event joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Lot, it shall thereafter be conclusively presumed for all purposes that such Owner or Owners were acting with the authority and consent of all other Owners thereof.

Section 5. Duties, Powers, and Authority of the Association. The Association shall have all the powers of a non-profit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles of Incorporation, the By-Laws, or this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, assigned, required, or permitted to be done by this Declaration, any Supplemental Declaration, the Articles of Incorporation, and the By-Laws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the

duties or powers of the Association for the benefit of the Owners and for the maintenance, administration, and improvement of the Common Property.

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PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. Member's Easements of Enjoyment. Subject to the provisions of this Declaration, the Association, the Developer (until the Developer transfers ownership of the last Lot owned by Developer), and every Member of the Association shall have a non-exclusive right, license, privilege, and easement of use and enjoyment in and to the Common Property and such rights shall be appurtenant to and shall pass with the title to every Lot in the Development. Said rights shall include, but not be limited to, the following:

- a. Right-of-way for ingress and egress by vehicles or on foot, in, through, over, under, and across the streets, roads, and walks in the Common Property for all lawful purposes; and
- b. Rights and easements of drainage across storm water drainage and retention areas, and to connect with, maintain, and make use of utility lines, wires, pipes, conduits, and cable television lines which may from time to time be in or along the streets and roads or other areas of the Common Property; and
- c. Rights to use and enjoy the Common Property for any purpose not inconsistent with this Declaration, any applicable Supplemental Declaration, the By-Laws, and the rules and regulations of the Association or governmental regulations.

Section 2. Title to Common Property. The Developer may retain the legal title to all or any portion or portions of the Common Property until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same. The Developer may convey or turn over certain items of the Common Property and retain others. The Developer hereby covenants for itself, its successors, and assigns, that it shall convey to the Association all then-existing and completed Common Property located within the Development no later than at such time as Developer has conveyed fee simple title to ninety percent (90%) of the individual Lots to the owners. Said conveyance shall be free and clear of any mortgage lien. The conveyance of the Common Property to the Association shall be deemed to contain the

following covenant which shall run with the land, whether or not specifically set forth in said conveyance, and shall be binding upon the Association, its successors, and assigns for so long as such property shall remain subject to this Declaration: OFFICIAL RECORDS

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In order to preserve and enhance the property values and amenities of the Lots, the Common Property and all landscaping and drainage and other improvements now or hereafter built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards.

Section 3. Extent of Members' Easements. The rights and non-exclusive easements of use and enjoyment created hereby shall be subject to the following:

a. The Association, subject to the rights of the Developer and the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Property and all improvements thereon.

b. The right of the Developer without Owner or Association approval prior to conveyance of title to the Association, and the right of the Association thereafter, to grant or dedicate to any Owner, to any governmental agencies and/or to any utility companies, and to reserve easements and rights-of-way in, through, under, over, and across the Common Property for the installation, maintenance, and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, telephone, electricity, and other utilities, and for the completion of the Development. No improvement or material may be placed upon any such easement as may damage or interfere with the installation, maintenance, and operation of utilities or that may change the direction or affect the flow of drainage.

c. The easements and rights of the Developer reserved by this Declaration.

Section 4. Easement Reserved to the Developer Over Common Property. The Developer hereby reserves to itself and its successors and assigns such licenses, rights, privileges, and easements in, through, over, upon, and under all Common Property, including, but not limited to: (a) the right to use the said properties for rights-of-way and easements to erect, install, maintain, inspect, and use electric and telephone poles, wires, cables, conduits, sewers, water mains, pipes, telephone, and electrical equipment, gas, cable television, drainage facilities, ditches or lines, or other utilities or services and for

any other materials or services necessary or convenient for the completion, marketing, and use and enjoyment of the property; (b) the right to cut any trees, bushes, or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and maintain reasonable standards of health, convenience, safety, and appearance; (c) the right to locate thereon wells, pumping stations, and irrigation systems and lines; (d) the right and easement of ingress and egress for purposes of development, construction, and marketing; and (e) such other rights as may be reasonably necessary to complete the Development in an orderly and economic manner; provided, however, that said reservation and right shall not be considered an obligation of the Developer to provide or maintain any such utility, development, or service. The Developer also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage, and other utility lines which may from time to time be in or along the streets and roads, or within the Common Property, easements, or green belts, or to grant such rights to others. Developer also reserves the right to use the Common Property in its efforts to market the property. The easements and rights-of-way herein reserved shall continue in existence in favor of the Developer after conveyance of the Common Property to the Association and until such time as the Developer has sold all Lots. This section may not be amended without the written consent of the Developer.

Section 5. Beneficiaries of Easements, Rights, and Privileges. The easements, licenses, rights, and privileges established, created, and granted by this Declaration shall be for the benefit of the Association, the Developer, and the Owners, all as more specifically set forth elsewhere in this Declaration, and any Owner or the Developer may also grant the benefit of such easement, license, right, or privilege to tenants and guests for the duration of their tenancies or visits, but the same are not intended nor shall they be construed as creating any rights in or for the benefit of the general public.

Section 6. Easement for Encroachments. In the event that any portion of any roadway, walkway, parking area, driveway, water lines, sewer lines, utility lines, sprinkler system, building or any other structure or improvement as original constructed encroaches on any Common Property, it shall be deemed that the Owner of such Lot or the

Association, as the case may be, has granted a perpetual easement to the Owner of the adjoining Lot, or the Association, as the case may be, for the continuing maintenance and use of such encroaching improvement or structure. The foregoing shall also apply to any replacements of any such improvements or structures if same are constructed in substantial conformity with the original structure or improvement.

Section 7. Right of Developer or Association to Alter Common Property. The plan of Development may be amended by the appropriate governmental authority from time to time to reflect actual office buildings to be constructed. The Developer may and is hereby authorized to amend the legal description of a Lot and/or the Common Property to reflect the actual construction on a Lot.

Section 8. Ownership and Maintenance of Certain Specific Property. In addition to the Common Property as otherwise herein described, any and all landscaped areas located within any dedicated streets or roads as shown on the plat of the Development and hereafter referred to as "Islands" shall be Common Property and the title thereto shall be conveyed to the Association by the Developer either as part of the plat of the subdivision or at such time as the Developer deems appropriate. The Association shall have full ownership of and responsibility for the maintenance of the Islands and all landscaping located thereon and any and all signage located thereon identifying the Development. No governmental agency or body, whether state, local, or otherwise, shall have any responsibility for the maintenance of the Islands or any improvements located thereon. As otherwise provided herein, any state or local governmental body shall have the right to enforce the provisions of this section insofar as the maintenance, upkeep, and repair to the Islands and improvements thereon are required hereunder. The Islands, as referred to herein, are more specifically described on Exhibit "A" attached hereto and incorporated herein by reference.

ARTICLE IV

INSURANCE AND CASUALTY LOSSES

The Association's Board of Directors shall have the authority but not the duty to obtain insurance for insurable improvements on the Common Property owned by it, against loss or damage by fire or other hazards, including extended coverage, vandalism, and

malicious mischief, and to obtain public liability policies covering the Association, EK 0906 PG 1588
Developer and/or its designee, and its Members for damage or injury caused by the
negligence of the Association, Developer and/or its designee, or any of its Members or
agents, and, if reasonably obtainable, directors' and officers' liability insurance, and to
obtain any and all other types of insurance coverage with respect to such risks or persons
as shall be deemed necessary or appropriate by the Board of Directors. Any insurance
obtained shall include such coverage, contain such deductible provisions, and be in such
limits as shall be determined by the Board of Directors. The Association shall also have
the discretion to self-insure against any risk. Premiums for insurance shall be a Common
Expense, if for the benefit of the Association, its officers or directors, the entire
membership as a group, or relate to the Common Property.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation on Assessments.

a. Each Owner by acceptance of a deed to any Lot included in the Development, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to and hereby does covenant and agree to pay to the Association: (i) annual assessments or charges; (ii) special assessments; and (iii) individual assessments. Said assessments shall be fixed, established, and assessed to the Owners as hereinafter provided. The assessments, together with interest thereon, late charges, lien charges, and costs of collection thereof, including court costs and reasonable attorneys' fees (including fees and costs upon appeal), shall be a charge and a continuing lien upon the Lot against which each such assessment is made from the date on which each such assessment is due. Each such assessment, together with interest, late charges, lien charges, costs, and attorneys' fees, as herein provided, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

b. The Common Property subject to this Declaration shall be exempt from the assessments, charges, and liens created herein. Except as set forth in this subsection, no land or improvements in the Development shall be exempt from

assessments, charges, or liens. No Owner may avoid the obligation for the payment of assessments by virtue of non-use or abandonment of the Common Property. All Lots shall be subject to the assessments without regard to whether improvements have been constructed thereon at the time of such assessment.

Section 2. Purpose of Assessments. The assessments levied by the Association may be used for the purpose of promoting the health, safety, and welfare of the Owners in the Development; for the performance by the Association of its duties and the exercise of the powers conferred upon it; for the improvement and maintenance of properties, services, and facilities which have been or will be constructed, installed, or furnished upon and which are devoted to the purpose and related to the use and enjoyment of the Common Property; and for such other purpose as may be deemed desirable or appropriate from time to time by the Board of Directors including, but not limited to:

- (a) Payment of operating expenses of the Association; and
- (b) Lighting, improvement and beautification of access ways and easement areas (whether dedicated to the public or private), and the acquisition, maintenance, repair, and replacement of identification signs, directional markers and traffic control devices, parking, entry features, and the costs of controlling and regulating traffic on the access ways if not maintained by a public body; and
- (c) To pay all real and personal property taxes and assessments, if any, separately levied upon or assessed against the Association or the Common Property. Such taxes and assessments may be contested or compromised by the Association. It is the intent of this Declaration that, inasmuch as the interest of each Owner to use and enjoy the Common Property constitutes an interest in real property on a proportionate basis appurtenant to each Lot, the value of the interest of each Owner in such property shall be included in the assessed value of each Lot and any taxes levied directly against such community property should be of a nominal nature; and
- (d) Management, maintenance, improvement, and beautification of landscaping and storm water drainage and retention features on Common Property; and

(e) Repayment of deficits previously incurred by the Association, if any, in making capital improvements to or upon the Common Property and in furnishing services to or for the Members of the Association; and EX 0906 PG 1590
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(f) Repair and maintenance of all streets, parking, and roadways situated upon the Common Property which have not been dedicated to any governmental unit; and

(g) Funding of appropriate reserves for future repair and replacement; and

(h) Doing any other thing necessary or desirable in the judgment of said Association to keep the Common Property neat and attractive or to preserve or enhance the value thereof, or to eliminate fire, health, or safety hazards or which, in the judgment of the Association, may be of benefit to the Owners or occupants of the Lots.

Section 3. Determination of Assessments.

a. Operating Budget. It shall be the duty of the Board, by majority vote, at least forty-five (45) days prior to the end of the Association's fiscal year, to prepare and approve a budget covering the estimated costs of operating the Association during the coming year, including, but not limited to, operational items such as overhead and indirect costs, insurance, utilities, taxes, repairs, reserves, maintenance, and other operating expenses, as well as charges to cover any deficits from prior years, and such capital improvement budget items as approved by the Board pursuant to subsection (b) below.

b. Capital Budget. The Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required annual capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing. The annual capital contribution required shall be fixed by the Board and included within the annual operating budget and assessments. A copy of the capital budget shall be distributed to each Member as an Appendix to the operating budget. Additionally, new capital improvements in the budget shall be approved

not by the Board of Directors but by a majority of the Owners or Members by separate written ballot.

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c. Adoption of Budget. The Board shall cause a copy of the Budget and the projected assessments to be levied for the following year, to be delivered to each Member at least forty-five (45) days prior to the end of the Association's fiscal year. The budget and the assessments shall become effective unless and until disapproved at a special meeting of the Members held on or before thirty (30) days after the proposed budget and assessments are mailed to the Members, by a vote of two-thirds (2/3) of the membership of the Association. In the event that the membership so disapproves the proposed budget for the succeeding year, or in the event the Board shall fail to propose a budget, then and until such time as a new, acceptable budget shall have been determined, the budget in effect for the preceding year shall continue for the succeeding year.

d. Allocation of Assessments Among Parcels. The Operating Budget of the Association shall be assessed against all Owners in the Development in proportions based upon the square footage of each Lot.

Section 4. Special Assessments. In addition to the annual assessments established pursuant to Section 3 hereof, the Board of Directors of the Association may levy at any time a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Property, including the necessary fixtures and personal property related thereto, for the purpose of covering any insufficiency of assessments to fund the actual monetary needs of the Association over and above the budgeted annual assessments, or for any other use or purpose deemed desirable or appropriate by the Board of Directors; provided, however, that any such special assessment shall have the approval of a majority of the votes of the Members who are in attendance and voting in person or by proxy at a meeting duly called for said purpose. The Board of Directors shall determine the date when such special assessment is to be paid.

b. Individual Assessment. The Association may levy an individual assessment upon any Owner to cover the costs incurred by the Association due to that Owner's failure to maintain its Lot pursuant to the standards set forth in this Declaration, or to reimburse

the Association for any damage to any Common Property caused by any Owner or its
lessee or invitee, or for any other purpose permitted by this Declaration or any
Supplemental Declaration.

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Section 5. Date of Commencement of Assessments; Initial Annual Assessment;

Due Dates. The annual assessments provided for herein as to the Development shall commence on the first day of the first full calendar month following the recordation of this Declaration.

Annual assessments shall be due, in advance, on or before the commencement of the year for which imposed; provided, however, the Board of Directors shall have the discretion to collect assessments in installments over the year for which imposed at such payment intervals as it shall determine. In the event of such deferred payments, the Board shall also be permitted to charge a uniform rate of interest upon the amounts from time to time remaining unpaid at any rate deemed appropriate by the Board; provided, however, such rate shall not exceed the statutory usury limit then existing. The Board may accelerate the unpaid balance of any assessment upon default in the payment of any installment thereon.

The amount of the annual assessment to be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bears to twelve.

Section 6. Certificate of Payment. Upon request, the Association shall furnish to any Owner liable for assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence in favor of third parties of payment of any assessment therein stated to have been paid.

Section 7. Effect of Non-Payment of Assessment. If any assessment is not paid on the date when due, then such assessment shall become delinquent and the delinquent assessment, together with interest thereon and/or late charges, shall be imposed by the Board at its discretion and the cost of collection thereof, as herein provided, shall be secured by a continuing lien on the lands and improvements located thereon with respect

to the ownership of which the assessment accrued which shall bind such lands and
improvements in the hands of the then Owner, its heirs, successors, personal
representatives, and assigns. Such lien shall be prior to all other liens hereinafter created
except taxes or assessments levied by governmental authority and except as to the lien
of any mortgage as hereinafter provided in Section 8. The personal obligation of the then
Owner to pay such assessment, however, shall remain his personal obligation for the
statutory period and shall not pass to his successors in title unless expressly assumed by
them, but no such assumption shall relieve any Owner personally obligated hereby for
delinquent assessments from such Owner's personal liability therefore.

If the assessment or installment thereon is not paid within thirty (30) days after the
due date, the same shall bear interest from the date due at the highest rate allowed by
Florida law or at such lesser rate as may be determined by the Board and uniformly
applied, and the Association may bring an action at law for collection against the Owner
personally obligated to pay the same and/or to foreclose the lien against the Lot and
improvements, and there shall be added to the amount of such assessment the aforesaid
interest, late charges, if any, costs of collection, court costs, and reasonable attorneys'
fees upon appeal, and the said costs of collection shall be recoverable whether or not suit
is brought. Costs of collection shall include not only costs of a legal action or legal
representation, but shall include costs incurred by the Association for collection.

If it becomes necessary for the Association to file a claim of lien against any Lot, a
lien fee in an amount set by the Board of Directors may be charged by the Association.
Such lien fee shall be added to the unpaid assessment and the same shall be secured by
the lien hereby created.

The Board of Directors may establish a late fee for any assessment not paid within
fifteen (15) days of its due date.

Section 8. Subordination of the Lien to Certain Mortgages. The lien of the
assessments provided for by this Declaration shall be subordinate to the lien of any
mortgage or mortgages now or hereafter placed upon any Lot in the Development and held
by a commercial or savings bank, savings and loan association, trust company, credit
union, industrial loan association, insurance company, pension fund, or business trust,

including, but not limited to, a real estate investment trust, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such lender or any private or governmental institution or agency which has insured the loan of any such lender, or any combination of any of the foregoing entities or any of the same constituting an institutional mortgage; provided, however, that a sale or transfer of any Lot pursuant to a decree of foreclosure, or pursuant to any proceeding in lieu of foreclosure, shall not relieve such Lot from liability for any assessments which thereafter become due, nor from the lien of any subsequent assessment. Said assessment liens, however, shall be subordinate to the lien of any such mortgage or mortgages hereafter placed upon the Lots subject to assessment, and no mortgagee shall be responsible for the collection of assessments from an Owner.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. Architectural Control: ARB. All lands and improvements in the Development are subject to architectural and environmental review. This review shall be in accordance with this Article and such criteria as may be established by the Architectural Review Board (herein the "ARB") as hereafter established. No site work, landscaping, utilities extensions, drainage improvements, paving, building, fence, wall, or any other physical or structural improvement, or change or alteration to the exterior of any existing structures or improvements, or to any existing landscaping, shall be commenced, erected, or maintained until the plans and specifications showing the nature, size, workmanship, design, signs, shape, finished grade elevation, height, materials, and color of the same, together with a detailed landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, shall have been submitted to and approved in writing by the ARB as to consistency with the Development Plan and criteria, harmony of exterior design and materials, location in relation to surrounding structures, and drainage features and topography. The above approvals also apply to remodeling, repainting, re-roofing, and re-landscaping.

Section 2. Appointment of ARB. So long as Developer owns any lands subject to this Declaration, Developer shall be entitled to appoint all members of the ARB and the

Developer may be the sole member of the ARB. Thereafter, the membership of the ARB
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shall be determined by the Board of Directors of the Association and shall consist of no
less than three (3) members, none of whom shall be required to be owners or occupants
of a Lot. The concurrence of a majority of the members of the ARB shall be required for
any decision of the ARB. The Developer may at any time assign in writing its powers of
removal or appointment to any entity or person, subject to such terms and conditions as
the Developer may choose to impose. Nothing herein contained shall be deemed to limit
the right of an Owner to finish or alter the interior of that Owner's improvements as that
Owner deems appropriate or desirable, subject to provisions of other Articles of this
Declaration.

The conclusions and opinions of the ARB shall be binding. If in its opinion, for any
reason, including purely aesthetic reasons, the ARB should determine that any proposed
improvement or alteration is not consistent with the criteria for the Development, such
alteration or improvement shall not be made.

Section 3. Development Criteria and Architectural Guidelines. The ARB shall
promulgate and revise from time to time the criteria for the Development. The criteria shall
be set forth in writing and made available to all builders doing business in the
Development, and to all Members and prospective Members of the Association. Each
applicant for approval shall have the burden to know and comply with the appropriate
criteria. The criteria may include any and all matters considered appropriate by the ARB,
not inconsistent with the provisions of this Declaration, including, without limitation,
landscaping, fence design, parking, and other improvements. The Development criteria
to be established by the ARB are hereinafter referred to as "Architectural Guidelines". The
Architectural Guidelines, upon adoption by the ARB, shall be consistently applied to
achieve the broad objective of creating a sense of place with a consistent quality in
landscaping and building design compatible with an office park designed to accommodate
business and professional offices having a sense of integrated and collectively consistent
quality. While a variety of architectural styles may be permitted by the Architectural
Guidelines, any variation in architectural style which is incompatible with the remainder of
the Development shall not be considered for approval. The principal emphasis of

architectural style shall be Southern Traditional, Georgian Victorian, and English elements.

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The Architectural Guidelines to be promulgated by the ARB shall be consistent with such principal emphasis.

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Section 4. Approval or Disapproval. Approval of the plans and specifications may be withheld not only because of noncompliance with any of the specific conditions, covenants, and restrictions contained in this Declaration, but also by virtue of the reasonable dissatisfaction of the ARB with the location of the structure on the Lot, the elevation, the color scheme, the finish, design, proportions, architecture, drainage plan, shape, height, style, and appropriateness of the proposed structures or altered structures, the materials used therein, the planting, landscaping, size, height, or location of vegetation on the property, fences, enclosures, mail boxes, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the ARB, will render the proposed item of improvement inharmonious or out of keeping with the general plan or criteria. Two (2) sets of plans, specifications, and plot plans (collectively, the "plans") shall be submitted to the ARB by the Owner prior to applying for a building permit. The Owner shall obtain a written receipt for the plans from an authorized agent of the ARB. Plans and re-submittals thereof shall be approved or disapproved within thirty (30) days after receipt by the ARB. Failure of the ARB to respond in writing to a submittal or re-submittal of plans within such period shall be deemed to be an approval of the plans as submitted or resubmitted. The ARB approval or disapproval, as required by this Declaration, shall be in writing and shall accompany one (1) copy of the plans to be returned to the Owner. The remaining copy shall become the property of the ARB. The disapproval by the ARB shall be accompanied by a written statement of the reason or reasons for such disapproval.

Section 5. Violations; Waiver. The work approved must be performed strictly in accordance with the plans as submitted and approved. If after such plans have been approved, the improvements are altered, erected, or maintained upon the property otherwise than as approved by the ARB, such alteration, erection, and maintenance shall be deemed to have been undertaken without the approval of the ARB having been obtained as required by this Declaration. After the expiration of one (1) year from the date

of completion of any improvement, addition, or alteration, said improvement shall, in favor
of purchasers and encumbrances in good faith and for value deemed to comply with all of
the provisions hereof, unless a notice of such noncompliance executed by any member of
the ARB shall appear of record in the office of the Clerk of the Circuit Court of Columbia
County, Florida, or legal proceedings shall have been instituted to enforce compliance with
these provisions. Upon approval of the ARB, it shall be conclusively presumed that the
location and exterior configuration of any building, structure, or other improvement placed
or constructed in accordance with the approved plans does not violate the provisions of
this Declaration. The approval of the ARB of any plans submitted for approval as herein
specified shall not be deemed to be a waiver by the ARB of its rights to object to any of the
features or elements embodied in such plans if or when the same features or elements are
embodied in any subsequent plans submitted, nor shall its approval be deemed approval
of any plan or design from the standpoint of structural safety or conformance with building
or other codes.

Section 6. Variances. The ARB may authorize variances from compliance from
any of the architectural provisions of this Declaration or the criteria, including, without
limitation, restrictions upon height, size or placement of structures, or similar restrictions,
when circumstances such as topography, natural obstructions, existing or environmental
considerations may require. Such variances must be evidenced in writing and must be
signed by at least two (2) members of the ARB and shall be effective upon delivery to the
Owner. If such variances are granted, no violation of this Declaration shall be deemed to
have occurred with respect to the matter for which the variance was granted. The granting
of such a variance shall not operate to waive any of the terms and provisions of this
Declaration or the criteria for any purposes except as to the particular Lot and the
particular provision covered by the variance, nor shall it affect in any way the Owner's
obligation to comply with all governmental laws and regulations affecting the use of the
Owner's Lot, including, but not limited to, zoning ordinances and setback requirements
imposed by the appropriate governmental authority.

Section 7. Waiver of Liability. Neither the Developer, the ARB, any member of
the ARB, or the Association, or any of their representatives, shall be liable in damages to

anyone submitting plans for approval or to any Owner or occupant of the Lot by reason of
mistake in judgment, negligence, or nonfeasance arising out of or in connection with the
approval or disapproval of any plans, or the failure to approve any plans. Every person
who submits plans for approval agrees, by submission of such plan, and every Owner or
occupant of any Lot agrees, by acquiring title thereto or an interest therein that it will not
bring any action, proceeding, or suit to recover any such damage. Approval of any
building plans, specifications, site or landscape plans or elevations, or any other approvals
or consents pursuant hereto or otherwise, is given solely to protect the aesthetics of the
Development and shall not be deemed a warranty, representation, or covenant that such
buildings, improvements, landscaping or other action taken pursuant thereto or in reliance
thereof comply with or are not in violation of any applicable laws, codes, rules, or
regulations.

The Developer, ARB, Association, or any part thereof, shall not be responsible in
any way for any defects in any plan or specifications submitted, revised, or approved in
accordance with the requirements of the ARB, or for any structural or other defect in any
work done according to such plans and specifications.

This Article may not be amended without the Developer's written approval so long
as the Developer owns any Lot.

Section 8. Enforcement of Criteria. The Developer or the Board of Directors shall
have the standing and authority on behalf of the Association to enforce in courts of
competent jurisdiction the criteria and decisions of the ARB. Should the Developer or the
Association be required to enforce the provisions hereof by legal action, the reasonable
attorneys' fees and costs incurred, whether or not judicial proceedings are involved,
including the attorneys' fees and costs incurred on appeal from judicial proceedings, shall
be collectible from the violating Owner. Should any Owner fail to comply with the
requirements hereof after thirty (30) days' written notice, the Developer and the
Association shall have the right to enter upon the Owner's property, make such corrections
or modifications as are necessary, or remove anything in violation of the provisions hereof
or the criteria and charge the cost thereof to the Owner. Any costs so incurred shall
become a lien upon the Lot and be enforceable in the same manner as provided herein

for enforcement of assessments. The Developer and the Association, or their agents or employees, shall not be liable to the Owner or to any occupant or invitee of any Lot for any trespass or damages or injury to the property or person unless caused by ~~gross negligence~~ ^{EX 0906 PG 1590} or intentional wrongdoing.

Section 9. Term of Approval. Approval by the ARB shall be effective for a period of one (1) year from the date approval is given, or one (1) year from the expiration of the thirty (30) day period specified in Section 2 hereof where approval is not expressly granted or denied. If construction has not commenced within the said one (1) year period, the approval shall have expired and no construction shall thereafter commence without written renewal of such prior approval.

ARTICLE VII

EXTERIOR MAINTENANCE

Section 1. Owner's Responsibility; Default. It shall be the affirmative duty of each Owner at all times to keep and maintain the improvements, landscaping and storm water drainage and retention improvements located on and serving to drain only its Lot in good and presentable condition and repair consistent with the approved plans and specifications therefore. The Association shall have the right to provide exterior maintenance upon any Lot and improvements thereon in the Development in the event of default by any Owner in that Owner's duties hereby imposed; subject, however, to the following provisions. Prior to performing any maintenance on an Owner's lot, the Board of Directors of the Association, or a committee appointed by the Board of Directors, shall determine that same is in need of repair or maintenance and is distracting from the overall appearance of the Development. Except in the event of an emergency, prior to commencement of any maintenance work, the Board of Directors must furnish fifteen (15) days' prior written notice to the Owner at the last address listed in the Association's records for said Owner notifying the Owner that unless certain specified repairs or maintenance are commenced within said fifteen (15) day period and thereafter diligently pursued to completion, the Association may procure said repairs and charge same to the Owner. Upon the failure of the Owner to act within said period of time and to thereafter diligently pursue repairs or maintenance, the Association shall have the right to make such necessary repairs or maintenance as is

specified in the written notice. In this connection, the Association shall have the right to
do such things as, but not limited to, paint, repair, replace, and care for roofs, gutters,
down spouts, and exterior building surfaces, clean or resurface paved access ways and
parking areas, trim and care for trees, shrubs, grass, walks, swales, berms, and other
landscaping and drainage improvements, as well as to provide general cleanup and
removal of debris which in the opinion of the Association detracts from the overall beauty
and setting of the Development. The Developer and the Association, or their agents or
employees, shall not be liable to the Owner for any trespass or damages or injury to the
property or person of the Owner or the occupants or invitees of the affected Lot or
improvements thereon unless caused by gross negligence or intentional wrongdoing.

Section 2. Assessment of Cost. The cost of the repair or maintenance referred
to in Section 1 shall be assessed as an individual assessment against the Owner of the
Lot or improvements upon which such maintenance is done. Said individual assessment
shall be secured by a lien upon the affected Lot and improvements and shall also
constitute a personal obligation of the Owner. The individual assessment shall be
collectible, along with interest at the highest rate allowed by law, from date of expenditures
to date of payment by the Owner and costs of collection and attorneys' fees in the same
manner as delinquent annual assessments.

Section 3. Access to Lots. For the purpose of performing the repairs or
maintenance authorized by this Article, the Association, through its duly authorized agents,
contractors, or employees, shall have the right to enter upon any Lot and the exterior of
any improvements thereon during reasonable hours on any day except Sundays and
holidays, except that in an emergency situation, as determined by the Board, entry may
be made on any day and at any hour.

Section 4. Association Maintenance Responsibility. The Association shall
- maintain and keep in good repair the Common Property and all improvements thereon.
Said maintenance obligation shall be deemed to include, but not be limited to,
maintenance, repair, and replacement, subject to the insurance and casualty loss
provisions contained herein, of all utility lines, pipes, wires, glass, conduits, structures,

systems, trees, fences, shrubs, grass, streets, parking spaces, walks, and other improvements situated upon the said Common Property. EX 0906 PG 1601

ARTICLE VIII

OFFICIAL RECORDS

RESTRICTIVE COVENANTS

In addition to the other provisions of this Declaration, the Development shall be subject to the following restrictions, reservations, and conditions which shall be binding upon each and every Owner and its heirs, personal representatives, tenants, invitees, successors, and assigns, as follows:

Section 1. Water and Sewage Facilities. No individual water supply system or individual sewage disposal system shall be permitted on any Lot. This section does not restrict the right of any Owner to install, operate, and maintain a water well for use only for air conditioning/heating and irrigation purposes.

Section 2. Landscaping. Landscaping on each Lot and storm water drainage and retention features located on and serving only a specific Lot shall be continuously maintained in good, aesthetically pleasing condition by the Owner of the Lot. All landscaped and grassed areas in Common Areas shall be irrigated by means of a sprinkler system which shall be owned, operated, and maintained by the Association. Landscaping as approved by the ARB shall be installed within thirty (30) days of occupancy or completion of any buildings (as evidenced by a certificate of occupancy or its equivalent), whichever occurs first.

Section 3. Obnoxious or Offensive Activity. No obnoxious or offensive activity shall be allowed in the Development, nor shall any use or practice be allowed which is a source of annoyance, embarrassment, or discomfort to Owners or their tenants or invitees, or which interferes with the peaceful possession and proper use and enjoyment of the Development, nor shall any improper, unsightly, offensive, or unlawful use be made of any Lot or of the Common Property, and all laws, zoning ordinances, and regulation of all governmental bodies having jurisdiction shall be observed.

The use, enjoyment, and occupancy of any Lot in the Development shall be in such a manner so as not to cause or produce any of the following effects upon the adjoining Lots or any portion or portions thereof: noise or sound that is objectionable because of its

volume, duration, intermittent beat, frequency, or shrillness; smoke, dust, dirt, or ash; unusual fire or explosive hazards; or vibration or lights.

6K 0906 PG 1602

Section 4. Garbage and Trash. No trash, garbage, or other waste material or refuse shall be placed or stored on any part of the Development except in areas designated by the Board of Directors in accordance with specifications so established. All such sanitary containers must be stored within an enclosure or concealed by means of a screening wall of material approved by the ARB.

Section 5. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and the same may be installed only within an approved accessory building within a screened area or buried underground and shall otherwise comply with standards established from time to time by the Board of Directors, the ARB, and governmental regulations.

Section 6. Vehicles and Repair. No inoperative cars, motorcycles, trucks, or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a continuous period in excess of forty-eight (48) hours. All trucks in excess of 3/4 ton, commercial vehicles, campers, mobile homes, motor homes, boats, house trailers, boat trailers, or trailers of every other description may not be parked or stored in the Development. The only exception is during the periods of approved construction on the Development. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as pick-up, delivery, and other commercial services. Additional rules and regulations regarding use, repair, and storage of vehicles in the Development may be promulgated from time to time by the Board of Directors.

Section 7. Temporary Structures. No building or structure of a temporary character, including trailers, tents, and shacks, shall be permitted in the Development; provided, however, temporary improvements used solely in connection with the construction of approved permanent improvements shall be permitted so long as located as inconspicuously as possible and removed immediately upon completion of such construction.

Section 8. Signs. No signs, advertisements, billboards, solicitation, or advertising structures of any kind shall be erected, modified, or maintained on a Lot or within the

Development, unless prior written approval of the ARB is obtained; provided, however, reasonable street numbers and one sign containing not more than eight (8) square feet of surface area per side (two sides maximum) and used solely in connection with the marketing of Lots for sale shall be permitted without prior approval. The restrictions in this section shall not apply to the Developer. In addition, identification signs not exceeding two (2) in number and not exceeding ten (10) square feet of surface area per side (two sides maximum) may be placed on each Lot, provided the design, including the materials, lettering, and sign structure are approved by the ARB and are consistent with the Architectural Guidelines. One such sign may be affixed to the building on the Lot. Appropriate directional signs may also be placed on a Lot as may be approved by the ARB.

Section 9. Air Conditioning Equipment. No air conditioning equipment which is visible on the exterior of any improvement shall be permitted in the Development unless approved by the ARB. Approval shall be based upon adequacy of screening and/or landscaping of such equipment. The ARB may prohibit window air conditioning units altogether or impose stricter standards.

Section 10. Antennae. No outside antennae, including, without limitation, any television, radio, microwave, or dish antennae, shall be erected, used, or maintained in the Development without the prior written approval of the ARB. Said approval shall not be granted until the ARB adopts an Antennae Policy, which adoption shall not occur before such time as, solely in the opinion of the ARB, technology and manufacturing advance to provide for the availability of an aesthetically acceptable antennae.

Section 11. Subdivision. No part of the Development shall be further subdivided except as platted without the prior written consent of the Developer for so long as the Developer owns any lands in the Development and thereafter by the Board of Directors; provided that nothing contained herein shall prevent an Owner of more than two (2) Lots from dividing the ownership thereof so that portions of a Lot may be owned with an adjacent Lot, provided further that such division of ownership does not result in a violation of the provisions of this declaration.

Section 12. Completion of Construction. After commencement of construction of any improvements in the Development, the Owner shall diligently prosecute the work thereon to the end that the improvements shall not remain in a partly finished condition any longer than reasonably and normally necessary for completion thereof. The Owner of the Lot on which improvements are being constructed shall at all times keep streets and parking contiguous to the Lot free from dirt, mud, garbage, trash, or other debris which might be occasioned by construction of the improvements.

Section 13. Excavation. No clearing or excavation shall be made except in connection with the construction, maintenance, or repair of an improvement and, upon completion thereof, exposed openings shall be backfilled and disturbed ground shall be leveled, graded, and sodded as provided on the approved plans for landscaping.

Section 14. Utility Service. No "service lines" shall be constructed, placed, or maintained anywhere in or upon the Development unless the same shall be contained in conduits or cables constructed, placed, or maintained underground or concealed in, under, or on buildings or other approved improvements; however, electrical transformers may be permitted if properly screened and approved by the ARB. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone service poles incident to the construction of approved improvements. The foregoing shall not apply to "transmission lines" now or hereafter existing in the Development. As used herein, the term "service line" shall include lines, wires, or other devices for the communication or transmission of electric current or power on any site or part thereof, including, without limitation, telephone and television signals. As used herein, the term "transmission line" shall include such master lines, wires, etc., as transmit the current or power to the Lots or parts thereof and from which the "service lines" run.

Section 15. Mailboxes. No mailboxes or newspaper boxes shall be permitted in the Development unless and until approved by the ARB and subject to such requirements as may be imposed by the ARB.

Section 16. Trees. Living trees measuring six inches (6") or more in diameter at three feet (3') or more above ground level shall not be cut down or removed from the Development without the prior written consent of the ARB unless the trees are located

within six feet (6') of improvements to be constructed on a Lot, or its proposed location as approved by the ARB.

6K 0906 PG 1605

Section 17. Fences. No fences shall be erected without prior ARB approval. No chain link fences shall be permitted. The ARB shall prepare fence guidelines to be included within the Construction and Development Criteria.

Section 18. Rights of the Developer. The Developer and/or its designee has the right to maintain upon a portion of the Development sales, administrative, construction, or other offices, signs, and other promotional equipment and apparatus which shall not be subject to assessment.

Section 19. Number of Buildings. No more than one (1) commercial office building shall be allowed on each Lot. However, a small detached utility building, if properly enclosed, built, and constructed in a design compatible with the main building may be constructed on each Lot for the purpose of housing utility services, provided that no such utility building shall be located on the front portion of any Lot. Any utility building constructed on a Lot must be approved by the ARB. Notwithstanding the provisions of this Section 19, if two or more Lots are dedicated for development as a condominium, such number of buildings may be placed on such combined Lots as may be otherwise permitted under the provisions of Article IX hereof or applicable building, zoning, and land use regulations of the City of Lake City, Florida.

Section 20. Setbacks and Easements. All buildings erected on any Lot (including any detached utility building) shall be set back not less than _____ feet (____') from any front or rear Lot line and _____ feet (____') from any side Lot line. If a building is erected on more than one Lot, the setback restrictions referred to herein shall apply only to the extreme side lines of the combined Lots. Utility easements have been created with respect to each Lot within the Development as shown on the plat thereof and no permanent structure shall be erected on any utility easement shown on the plat. All utility lines in the Development shall be underground and no overhead utility lines shall be permitted. If two or more Lots are combined together for development purposes, whether in the condominium form of ownership or otherwise, the side setback lines provided for herein shall apply only to the extreme outside lines of such combined Lots.

CONDOMINIUM DEVELOPMENT

OFFICIAL RECORDS

Section 1. Authorization. Notwithstanding other provisions hereof to the contrary, two or more Lots within the Development may be combined together for the purpose of development as a condominium, provided such development is permitted by and complies with all laws, ordinances, and regulations of the City of Lake City, Florida, pertaining to land use and development and all provisions of Florida law pertaining to the condominium development of property.

Section 2. Applicability of Declaration. All other provisions of these declarations not inconsistent with the land development regulations of the City of Lake City, Florida, and the Florida law pertaining to condominium development shall be applicable to any combination of Lots as permitted hereunder for condominium development, including, but not limited to, those provisions hereof pertaining to architectural control and Architectural Guidelines.

Section 3. Limitations. Notwithstanding the provisions of this article, Developer does not, by the inclusion of the right to submit two or more Lots within the Development to the condominium form of ownership, make any representation to any Owner or prospective Owner that such form of development is permitted pursuant to the land development regulations of the City of Lake City, Florida, or any other state or local governmental authority.

ARTICLE XADDITIONAL COVENANTS AND RESTRICTIONS

An Owner, with the prior written approval of the Developer, so long as the Developer owns any lands in the Development, and thereafter with the prior written approval of the Board of Directors of the Association, which will not be unreasonably withheld, may impose additional covenants or restrictions not inconsistent with the provisions of this declaration, upon the Lot or Lots owned by such Owner. In addition, an Owner who is otherwise entitled to develop two or more of the Lots within the Development as a condominium may impose such additional covenants or restrictions on such portion submitted to condominium development as may be necessary, required, or desirable to

effectuate and carry out the land development regulations of the City of Lake City, Florida,
or any other state or local governmental authority having jurisdiction thereof, or to comply
with the requirements of Florida law pertaining to a condominium development. RECCPDS
EKF 09/06 PG 1607
OFFICIAL RECORDS

ARTICLE XI

OTHER AMENDMENTS

Section 1. Amendment by Developer. The Developer, as long as Developer owns lands within the Development, reserves and shall have the sole right to (a) amend this Declaration for the purpose of curing any ambiguity or any inconsistency between the provisions contained herein; (b) include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to any Lot which do not lower the standards of the covenants and restrictions herein contained; (c) release any Lot from any part of the covenants and restrictions contained herein which have been violated if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation; and (d) amend this Declaration without vote or consent of the Owners in any manner which does not adversely affect the substantive rights of an existing Owner or mortgagee. The foregoing amendments may be made without the joinder or approval of any Owner, mortgagee, or the Association.

Section 2. Other Amendments. Except as to provisions relating to amendments set forth herein regarding certain specific items and the method of amending or altering same, any other provisions, covenants, or restrictions set forth herein may be amended in accordance with this provision. The holders of at least two-thirds (2/3) of the votes in the Association, without regard to class, may change or amend any provision hereof (1) by executing a written instrument in recordable form setting forth such amendment, or (2) by causing a certified copy of a duly adopted resolution of the Owners to be prepared and having the same duly recorded in the Public Records of Columbia County, Florida. A proposed amendment may be initiated by the Developer, the Association, or by petition signed by fifteen percent (15%) of the Owners. If a proposed amendment is to be adopted by vote, a written copy of the proposed amendment shall be furnished to each Owner at least thirty (30) days but not more than ninety (90) days prior to the meeting to discuss the proposed amendment. If adopted by vote, the affirmative vote required for adoption shall

be two-thirds (2/3) of the votes of the Owners, without regard to class. Owners not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, providing such approval or disapproval is delivered to a member of the Board of Directors at or prior to the meeting. The recorded certificate shall contain a recitation that notice was given as above set forth and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded certificate. The amendment shall be effective upon recordation of the executed amendment or the certified copy of the duly adopted resolution among the Public Records of Columbia County.

So long as Developer own any lands which are subject to potential annexation, no Developer-related amendment shall be made to this Declaration, or the Articles or By-Laws of the Association unless such amendment is first approved in writing by the Developer. Any amendment shall be deemed to be Developer-related if it does any of the following:

- a. Directly or indirectly by its provisions or impractical application relates to the Developer in a manner different from the manner in which it relates to other Owners.
- b. Modifies the definitions provided for by Article I of this Declaration in a manner which alters the Developer's rights or status.
- c. Alters the character and rights of membership as provided for by Article II of this Declaration or affects or modifies in any manner whatsoever the rights of Developer as a Member of the Association.
- d. Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivisions, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements, or facilities.
- e. Denies the right of the Developer to convey to the Association Common Property.
- f. Modifies the basis or manner of assessment as applicable to the Developer or any lands owned by the Developer.
- g. Alters or repeals any of the Developer's rights or any provision applicable to the Developer's rights as provided for by any provision of this Declaration or any Supplemental Declaration.

ARTICLE XII

DURATION AND TERMINATION

EX 0906 PG 1609

The covenants and restrictions of this Declaration shall run with and bind the lands and shall inure to the benefit of and be enforceable by the Developer, the Association, and any Owner of any land subject to this or any Supplemental Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. This Declaration may be terminated at any time by recordation of an instrument signed by the then holders of eighty percent (80%) of the votes in the Association and all mortgagees agreeing to terminate said covenants and restrictions.

ARTICLE XIII

ENFORCEMENT

Section 1. Remedies. If any person or entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Developer, any Owner, or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction, for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in these provisions shall be construed as cumulative of all other remedies now or hereafter provided by law or this Declaration. The failure of the Developer, its successors or assigns, or the Association or an Owner to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 2. Severability. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or

modify any of the other provisions of said covenants and restrictions which shall remain
in full force and effect.

EX 0906 PG 1610

OFFICIAL RECORDS

Section 3. Notices. Any notice required to be sent to any Owner shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 4. Lessees to Comply with Declaration, Articles, and By-Laws - Effect on Non-Compliance. All tenants shall be subject to the terms and conditions of this Declaration, the By-Laws, the Articles of Incorporation, and the rules and regulations promulgated thereunder as though such tenant were an Owner.

Each Owner agrees to cause his lessee, occupant, or persons living with such Owner or with his lessee to comply with the Declaration, By-Laws, Articles of Incorporation, and the rules and regulations promulgated thereunder, and is responsible and liable for all violations and losses caused by such tenants or occupants notwithstanding the fact that such occupants of the Lot are also fully liable for any violation of the documents and regulations.

In the event that a lessee, occupant, or person living with the lessee violated a provision of the Declaration, By-Laws, Articles of Incorporation, or rules and regulations adopted pursuant thereto, the Board shall have the power to bring an action or suit against the lessee to recover sums due for damages or injunctive relief or for any other remedy available at law or equity.

ARTICLE XIV

SPECIAL EXCEPTIONS AS TO LOT 1

Developer hereby declares that Lot 1 as shown on the plat of Development shall not be subject to use restrictions provided herein, but may be used for any general commercial purpose consistent with the Land Development Regulations of the City of Lake City, Florida, as and for the commercial general zoning classification. In all other respects, Lot 1 and the Owner or Owners thereof shall be subject to all other terms and conditions of this Declaration, including without limitation, setback lines, membership in the Owners Association, and liability for payment of any assessments for maintenance of the Common Areas, architectural review, and all requirements of this declaration as to the upkeep,

repair, and maintenance of the improvements constructed thereon. In addition, no
improvements may be constructed on the North eight feet (8') of Lot 1, except a buffer area
(either landscaped or with decorative fencing) approved by the ARB to establish a buffer
zone between the North boundary of Lot 1 and the remainder of the Development, all such
additional landscaping or fencing within the buffer area shall be maintained by the Owner
or Owners of Lot 1 solely at the expense of such Owner or Owners and shall at all times
be subject to upkeep and maintenance as may be required by the Owners Association.

ARTICLE XV

ADDITIONAL LIMITATIONS

Section 1. Access. Access to any Lot shall be solely by the dedicated roads
appearing on the plat of the Development and no Owner of Lots adjoining or adjacent to
the right-of-way of U.S. Highway 41 (South First Street) shall have any right to create an
access directly to the boundary of any such Lot from such right-of-way. All Owners of such
Lots shall be prohibited from having direct access to U.S. Highway 41 from the westerly
boundary of such Lots.

Section 2. Development Limitations. No more than seventy percent (70%) of the
total gross area of any Lot shall be covered with impervious materials, provided however,
that if any state or local land development law, ordinance, or regulation shall prohibit a
lower percentage of the gross area of such Lot from being covered with impervious
material, then such lower percentage shall apply.

Section 3. Enforcement. In addition to other rights of enforcement provided for
herein by either an Owner, the Association, or Developer, the City of Lake City, Florida,
or any other state or local governmental agency having jurisdiction with respect thereto,
shall, in addition to the right to enforce its local and state codes, ordinances, and
regulations, have all rights of enforcement of the terms, conditions, and covenants hereof
as fully and completely as if such governmental body were a party hereto.

ARTICLE XVI

MISCELLANEOUS

Section 1. Number and Gender. Reference to the singular shall include
reference to the plural and to the plural shall include the singular, as indicated by the
context of use. Reference to any gender shall include reference to all genders.

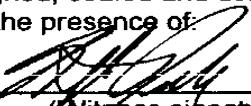
Section 2. Severability. The invalidation of any provision of provisions of this
Declaration shall not affect or modify any one of the other provisions which shall remain
in full force and effect unless otherwise provided herein. OFFICIAL RECORDS
BK 0906 PG 1612

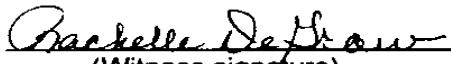
Section 3. Notices. Any notice provided for herein shall be deemed to have been
properly sent when mailed, postpaid, to the last known address of the person as shown
on the records of the Association at the time of such mailing, unless otherwise provided
herein.

Section 4. Headings. The paragraph headings are for reference purposes only
and shall not in any way effect the meaning, content, or interpretation of this Declaration.

IN WITNESS WHEREOF, Developer and Aslan has executed this instrument the
day and year first above written.

Signed, sealed and delivered
in the presence of:


(Witness signature)
S. Austin Peeler
(print or type name)

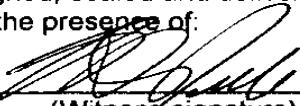

(Witness signature)
RACHELLE DEGRAW
(print or type name)

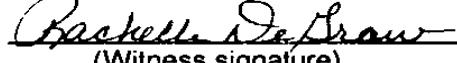
Witnesses as to Developer

COLUMBIA INVESTORS, LLC


By: 
DANIEL CRAPPS,
Managing Member

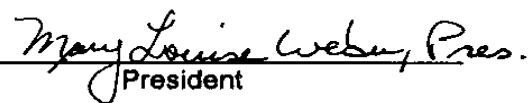
Signed, sealed and delivered
in the presence of:


(Witness signature)
S. Austin Peeler
(print or type name)


(Witness signature)
RACHELLE DEGRAW
(print or type name)

Witnesses as to Aslan

ASLAN ASSOCIATION, INC.

By: 
Mary Louise Webn, Pres.
President

(s)

STATE OF FLORIDA

BK 0906 PG 1613

COUNTY OF COLUMBIA

OFFICIAL RECORDS

The foregoing instrument was acknowledged before me this 13rd day of July, 2000, by Daniel Crapps as Managing Member of Columbia Investors, LLC, a Florida limited liability company, who is personally known to me or has produced _____ as identification.

 JANE SIBBERNSEN KEATOR
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION # CC 706456
(NOTARIAL SEAL)
EXPIRES FEB 6, 2002
BONDED THRU
ATLANTIC BONDING CO., INC.

Jane Sibberson Keator
Notary Public, State of Florida

JANE Sibberson Keator
Print or type name

My Commission Expires: _____

STATE OF FLORIDA

COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this 13rd day of July, 2000, by Mary Louise Weber as President of Asian Association, Inc., a Florida corporation, who is personally known to me or has produced as identification.

 JANE SIBBERNSEN KEATOR
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION # CC 706456
(NOTARIAL SEAL)
EXPIRES FEB 6, 2002
BONDED THRU
ATLANTIC BONDING CO., INC.

Jane Sibberson Keator
Notary Public, State of Florida

JANE Sibberson Keator
Print or type name

My Commission Expires: _____