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DECLARATION OF EASEMENTS, RESERVATIONS AND PROTECTIVE COVENANTS
Econfina Preserve

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BK 572 PG 892
Record Fee: 265.00 D.C. *AP*

This Declaration of Easements, Reservations and Protective Covenants ("the Declaration") made this 31st day of March, 2006, by Taylor Timberlands, LLC a Florida limited liability company, herein after called Declarant;

WHEREAS, the Declarant is the owner of the real property described in Article I of this Declaration (the "Property") and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of the Property and for each owner thereof and shall apply to and bind the successors interest of any owner thereof.

WHEREAS, Declarant has deemed it desirable for the preservation of the values and amenities established as aforesaid to create a not-for-profit corporation pursuant to Chapters 617 and 720, Florida Statutes, known as the Econfina Preserve Property Owners Association, Inc. (the "Association"), to which there has been and will be delegated and assigned certain powers and duties of operation, administration, maintenance and repair of streets and water management systems and other common properties, including the collection and disbursement of assessments for maintenance of the same.

NOW, THEREFORE, Declarant declares that the Property (described in Article I below) is and shall be owned, used, sold, conveyed, encumbered, demised, and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, burdens, liens, and all other provisions of this Declaration, all as hereinafter set forth, which shall run with the Property and be binding on all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each "Owner" (as that term is hereinafter defined) thereof. The Property is subjected to this Declaration to provide enforceable standards of improvement and development so that aesthetics, living conditions and property values may be protected and enhanced.

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ARTICLE I.

The Property to be, held, transferred, sold and conveyed subject to these protective covenants is located in Taylor County, Florida, and is more particularly described as follows:

(31)

Parcels One (1) through Parcels One Hundred (100), being part of the tract designated as Econfina Preserve, as more particularly described on Exhibit "A" attached herewith.

No land other than that described above shall be subject to this Declaration. The individual numbered tracts as shown within the Property are referred to herein as a "Parcel."

"Common Area" shall mean and refer to those portions of Property owned or used by the Association, and devoted to the common use and enjoyment of all Owners, together with any improvements thereon, including, without limitation, any streets, roads, common identification signage,

within or about the Property. Without limiting the generality of the foregoing, the streets named and designated in Exhibit A shall be Common Areas.

ARTICLE II.

The Property is subject to the following building and use covenants:

A. No parcel shall be used except for residential and recreational purposes. No residence shall be erected, constructed, maintained, used or permitted to remain on any parcel other than one single-family dwelling of not less than 1,400 square feet of heated living space with a minimum of 1000 square feet on the first floor. Once construction has begun on said dwelling, all exterior construction must be completed within one (1) year of the commencement of construction. There shall be no single-wide mobile homes/manufactured homes, no double-wide mobile homes/manufactured homes, no modular buildings, no previously constructed homes, systems built homes or buses situated on any parcel as a residence or for storage, either temporarily or permanently. Only site built/stick built or log homes are permitted within Econfina Preserve.

B. No more than two guesthouses and one barn or outbuilding may be constructed on any parcel. Guesthouses shall be subject to the same rules as the single family dwellings. Said outbuilding shall be used only for the purposes of housing boats, cars, RVs, lawn, garden equipment and horses. Said building must be constructed in a workman-like manner and may not be constructed more than one year prior to construction of the main residence. This building must be enclosed on at least three sides and the top with some sort of door, which would thus close in all four sides of the building.

C. All clotheslines, garbage cans, above-ground tanks, woodpiles, and other similar items shall be located or screened so as to be concealed from view of the other parcels, streets and areas in Econfina Preserve outside the parcel on which such items are located. Each parcel owner shall provide closed sanitary receptacles for garbage and all rubbish, trash, and garbage shall be regularly removed from each tract and shall not be allowed to Accumulate thereon. Furthermore, no bedding or clothing of any type, nor any towels, clothes or other items of wearing or cleaning apparel, or any mops, brushes, brooms or other types of cleaning apparatus shall be hung or placed outside of any structure located on any parcel in such a manner as to be visible from any street, or other tract.

D. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any parcel unless it is an integral and harmonious part of the architectural design of a structure.

E. No structure, other than a fence, may be built within fifteen (15) feet of any Parcel property line.

F. No commercial cutting of timber shall be permitted on any Parcel.

G. No television or radio receiver or transmitter or other antenna or tower which is visible from the street or adjoining Parcel will be permitted; however, an Owner shall not be prohibited from installing equipment necessary for a master antenna system, security system, cable television and mobile radio systems or other similar systems within the Property.

H. No swine, livestock or poultry shall be raised or bred on any parcel; however household pets such as cats or dogs are permissible provided they are not bred or maintained for commercial purposes. Horses will also be allowed, provided that no more than one (1) horse per fenced in acre is to be kept on any parcel and that any such animal is housed in a barn or other similar structure and enclosed with approved fencing.

I. Each parcel owner shall maintain any improvements placed upon any parcel, and no unsightly or dilapidated buildings or other structures shall be permitted on any parcel.

J. No junked, inoperable or unlicensed automobiles, trucks or heavy equipment shall be located, parked, or stored on any parcel or road in Econfina Preserve except in an enclosed garage. No unsightly vehicles of any type or description may be placed upon any Parcel where they are visible from an adjoining Parcel or any street.

K. No trade, commerce or other activity which may be considered a nuisance to the neighborhood may be carried on upon any parcel. It is permissible to operate a home-based business, provided that deliveries to the home do not exceed two (2) UPS, Federal Express or similar express carrier per day. No trade materials or inventories may be stored upon any parcel and no tractor trailer type trucks, house trailers or mobile homes may be stored or regularly parked on any parcel. Home-based businesses shall be allowed to store small inventories within the residence or enclosed out building situated on the parcel. No advertisements or signage of any kind will be permitted on any parcel for home-based businesses. Notwithstanding the foregoing, no Parcel shall be used for the establishment of a hunt club; no Parcel shall be leased for the purpose of hunting; and, no commercial cutting of timber shall be permitted on any Parcel.

L. No Parcel shall be further divided or subdivided by an Owner other than Declarant. Declarant shall have the absolute right, in Declarant's sole discretion, to combine and divide or re-divide any parcels owned by Declarant and to place on record, plats of any such combined, divided or re-divided parcels so long as they comply with applicable land use regulations and zoning. Further, Declarant has the right to submit or withdraw said Parcels from the provisions of these covenants without the consent of the owners of the other parcels or the Association. Should Declarant elect to combine any Parcel or Parcels, the resulting Parcel shall be considered one Parcel for all purposes hereunder, including for the purpose of levying assessments. Likewise, should the Declarant elect to divide any Parcel, the resulting Parcels shall each be considered one Parcel for all purposes hereunder.

M. No well for the production of or from which there may be produced, oil, gas or minerals shall be dug or operated upon any Parcel not owned by Declarant, nor shall any machinery, appliance or structure ever be placed, operated or maintained thereon in connection therewith, nor shall there be any subsurface mining or drilling activity thereon; provided further that the prohibition against drilling activity shall not include any drilling or excavation activity associated with the installation of utilities and communication facilities and any activities associated with soil testing, construction of building foundations or master drainage control.

N. The Declarant reserves the right to erect signs in Econfina Preserve. Signs may be erected by individual parcel owners, but are limited to name, address, and "For Sale" signs no larger than, two (2) feet by two (2) feet in size. Signs can be placed only on individual Parcels. Directional signs or any signs for advertisement at the entrance and road intersections are prohibited. Signs must be neat, clean and must be made of metal or wood material. No "For Sale" signs may be erected on any parcel until election of the Association.

O. Any grading or other land use which creates erosion runoff into streams, wetlands or other tracts is prohibited. Any grading performed in violation of any county, state or federal ordinance, statute or regulation shall be deemed to be a noxious or offensive activity.

ARTICLE III.

Econfina Preserve is not a campground. Parcel owners are not, however, prohibited from overnight stays on their Parcel in professionally manufactured motor homes, travel and camping equipment, including a tent, provided the camping equipment is not left on any Parcel for more than seven (7) days out of any thirty (30) day period and is not in violation of any local ordinance. Permanent dwelling in any type of travel trailer, motor home or camping equipment is strictly forbidden.

ARTICLE IV.

The streets, roadways, rights-of-way and other Common Areas throughout Econfina Preserve are for the common use of the Declarant, and the heirs, successors or assigns of the Declarant and Parcel Owners. There shall be no access to any Parcel except from designated streets and roads within Econfina Preserve as shown on the Map of Econfina Preserve. The parcel Owners, their successors and assigns are herein granted non-exclusive easement rights of ingress and egress over the subject streets, roadways, and rights of way, described more particularly in "Exhibit B" attached herewith, and said descriptions are incorporated herein as if set forth in their entirety. The Declarant reserves the right to use the easements described in Exhibit "B" for its own purposes and/or future development in its sole discretion.

ARTICLE V.

Every person or entity who is a record owner of a fee or undivided fee interest in any Parcel which is subject to this Declaration shall be a member of the Association ("Member"). Membership shall be appurtenant to and inseparable from ownership of a Parcel. Transfer of ownership either voluntarily or by operation of law shall terminate membership in the Association, and said membership shall thereupon be vested in the transferee. When any Parcel is owned by more than one (1) person, firm, individual, corporation or other legal entity, the composite title holder shall be and constitute one (1) Member of the Association. Any person, firm, individual, corporation or legal entity owning more than one (1) Parcel shall be as many Members as the number of Parcels owned.

The Declarant shall have the right to appoint and remove all officers and directors in the Association until "Transition". "Transition" shall occur no later than three (3) months after 90 percent of the Parcels in the community that will be operated by the Association have been conveyed to

members other than Declarant. After Transition, Declarant shall be entitled to elect at least one member of the board of directors of the Association as long as the Declarant holds for sale in the ordinary course of business at least 5 percent of the parcels in the community. After the Declarant relinquishes control of the Association, the Declarant may exercise the right to vote any Declarant-owned voting interests in the same manner as any other member, except for purposes of reacquiring control of the Association or selecting the majority of the members of the board of directors

Each parcel owner other than Declarant shall be entitled to one vote for each Parcel owned by such owner. Declarant shall be entitled to ten votes for each parcel owned by Declarant.

ARTICLE V.

Each Owner and each tenant, agent or invitee of Owners shall have a right and easement of enjoyment in and to the Common Areas, including streets and roads, and such easement shall be appurtenant to and shall pass with the title of the Parcel, subject to this Declaration, including the following:

(a) The right and duty of the Association to levy assessments against each Parcel for the purpose of maintaining the Common Areas and facilities;

(b) The right of the Association to adopt and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon;

(c) The right of Declarant and the Association to grant and reserve easements and rights-of-way in, through, under, over and across the Property for the installation, maintenance, and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television and other utilities, and the right of Declarant to grant and reserve easements and rights-of-way in, through, under, over, upon and across the Property for the completion of the development;

(d) So long as Declarant shall own any Parcel, the right of Declarant to erect and maintain any utility lines and electric lines within Common Areas, or to grant any easements or rights-of-way over the Common Areas, together with the right of ingress and egress for the purpose of installing and maintaining the same; and,

(e) The rights of tenants and Owners to use the facilities on the Common Area.

Declarant does hereby establish and create for the benefit of the Association and for the benefit of any and all Owners of Parcels subject to this Declaration, their tenants, invitees and Institutional Mortgagees and does hereby give, grant and convey to each of the aforementioned, an easement for ingress and egress by vehicles or on foot, as practicable (and to connect with and use utilities and drainage lines in, through, over, under and across) the Common Area streets and roads.

In addition, easements for installation and maintenance of utilities and drainage facilities are reserved fifteen (15) feet in width over all side Parcel lines including lines along any road in Econfina Preserve (but the same shall be subject to and shall not be deemed to prohibit or interfere with the Owner's ingress and egress to the Parcel). In addition, the Property is subject to easements, set backs and road rights-of-way as shown on the attached Map, if any.

Fire, police, emergency, health, sanitation, postal service, and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the streets and roads within Property as needed, but this right shall not include any right of the public to use such streets and roads.

ARTICLE VI.

Each Owner of any Parcel by acceptance of a deed or instrument of conveyance, or by operation of law, whether or not it shall be so expressed in such deed or other instrument of conveyance, including any purchaser at a judicial sale, or by the acquisition of title in any other manner, shall be deemed to covenant and agree to pay to the Association:

a. Annual assessments or charges for the maintenance of the Common Areas, including such reasonable reserves as the Association may deem necessary. The annual assessment for each Parcel within Econfina Preserve shall initially be the sum of four hundred dollars (\$400.00) per parcel, per year.

b. Special assessments as provided in this Article and the Bylaws for the benefit of the Owners.

c. The Annual and Special Assessments, together with such interest and costs of collection as hereinafter provided, shall, upon the recordation of a claim of lien, be a charge on the land and shall be a continuing lien upon the Parcel against which each such assessment is made. The lien shall become effective upon, and take priority from the date of, recording of a claim of lien in the County, which claim of lien shall be subject to the terms and conditions for other liens of the Association which are set forth in this Declaration. Each such assessment, together with interest and costs of collection, shall also be the personal obligation of the person who is the Owner of such Parcel at the time when the assessment became due. All assessments by the Association for Operating Expenses shall be assessed against all Parcels equally. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use or abandonment. Furthermore, the obligation of the Association and the Owners for assessments, and the obligation for maintenance shall commence upon conveyance of the Parcel.

d. Annual or Special assessments levied by the Association shall be used for the purpose of promoting the safety and welfare of the Owners and for the cost of the improvement, maintenance and repair obligations of the Association, including, without limiting the foregoing, the payment of taxes (if any), insurance, repair, replacement, maintenance, additions, and the cost of labor, equipment, materials, utilities, services, management and supervision, as well as any other costs set forth in this Declaration for which the Association is responsible and the cost of operating the Association.. Without limiting the foregoing, Assessments may be used for maintenance and repair expenses for roads, ditches and culverts and mowing and/or weed-eating of road banks and ditches for roadways within Econfina Preserve with the exception of private driveways and culverts used for access to Parcels; maintenance expenses for water management structures, entrances, landscaping, fencing and signage; electric bills, postage and insurance; reasonable administration costs for the perpetual continuation of the Association; payment of reasonable legal fees to enforce any violation of covenants contained or

amended within this Declaration; and, payment of premiums on all insurance which the Association may elect or be required to maintain.

e. Each Parcel shall commence paying its share of the Association assessments commencing on the date title to the Parcel is conveyed by deed from Declarant to the first grantee thereof, provided, however, a conveyance by Declarant to a related or affiliated entity or subsidiary shall not be deemed a conveyance to the first grantee. The assessment for each Parcel shall be arrived at by dividing the total anticipated expenses reflected by the budget by the total number of all Parcels.

f. Between the date of recording of this Declaration and until the earlier to occur of (i) the date on which all Parcels have been conveyed to persons other than Declarant, or (ii) Transition, Declarant shall not be required to pay assessments on Parcels owned by Declarant, but shall pay the difference between the amount of the actual expenses expended by the Association, and the amount of the assessments collected by the Association. During this time period, Declarant's responsibility to fund deficits in the budget shall not include and shall never be deemed to include, funding of reserves for repair or replacement of capital improvements.

g. All assessments shall be payable monthly or quarterly in advance or on such other basis as is ordered by the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Parcel and shall prepare a roster of the Parcels and assessments applicable, which shall be kept in the office of the Association and shall be open to inspection by any Member.

h. If an assessment is not paid on the date when due, then at the option of the Board, such assessment, together with the balance of the annual assessment established by the Board, shall become delinquent and shall, together with interest thereon, late charges and the cost of collection thereof, including reasonable attorneys' fees and court costs, thereupon become a lien on the Member's Parcel. Such lien is effective and shall take priority as of the date of recording of a claim of lien in the public records of the County, and may be foreclosed in the manner provided for mortgages. The personal obligation of the Member who was the Owner of the Parcel when the assessment fell due, 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, although the lien shall continue to encumber the Parcel.

i. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum permissible rate in the State of Florida. A late charge may be assessed by the Association through its Board in an amount to be determined by the Board from time to time. The Board may bring an action at law against the Member or former Member personally obligated to pay the same or it may bring an action to foreclose the lien against the property. There shall be added to the amount of such assessment the costs and attorneys' fees incurred in pursuing the collection thereof, including, but not limited to the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the court, together with the cost of the action and the aforesaid late charge. Upon the written request of a Member or his Institutional Mortgagee, the Board or its designee shall furnish a written statement of the unpaid charges due from such Member which shall be conclusive evidence of the payment of amounts assessed

prior to the date of the statement but unlisted thereon. A reasonable charge may be made by the Board for issuance of such statements.

Funds necessary for capital improvements, emergencies, non-recurring expenses, shortfalls in the budget, or expenses attributable to a particular Owner may be levied by the Association as special assessments, upon approval of the Board of Directors, or as may be provided in the Bylaws of the Association.

ARTICLE VII.

No residence, building, wall, fence, decking, paving, awning, pool, storage shed, door screening or other structure or improvement of any nature shall be erected, placed, modified, altered or permitted to remain on any Parcel unless the construction plans and specifications and a plan showing the kind, shape, materials, colors and location of the structure, exterior elevations, and landscaping, as may be required by the Architectural Review Committee (ARC) have been approved in writing by the ARC. All buildings, walls, fences, or other structures or improvements of any nature, shall be erected, placed or altered upon the Property only in accordance with the plans and specifications and Parcel plan so approved. Refusal of approval of plans, specifications and Parcel plan, or any of them, may be based on any ground, including purely aesthetic grounds, which, in the reasonable discretion of said ARC seems sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The ARC shall have the power to promulgate such rules and regulations, including the power to adopt and charge appropriate uniform fees for required reviews, as it deems necessary to carry out the provisions and intent of this paragraph.

(a) The ARC shall review the proposed submission as to consistency with the below described standards.

(b) The ARC shall be comprised of not less than three (3) nor more than seven (7) persons. The Members of the Committee shall be appointed by Declarant, its designees, successors or assigns. The membership, rules of procedure and duties of the Committee shall be prescribed by and, from time to time, changed or modified by Declarant. If and when Declarant deems the circumstances appropriate, Declarant, in its sole discretion, may assign to the Association, or any other body, all or part of the rights, duties, and functions of the ARC as set forth in this Declaration. From and after the date of any such assignment, Declarant shall be relieved of any further duties or obligations concerning the Committee, and the Association or other body shall assume the duties and obligations and perform the functions as set forth herein.

(c) Any Parcel owner who commences to build without written permission and stamped plan approval from the ARC is subject to a fine of \$100.00 per day for every calendar day from date of starting construction (i.e. digging footings, clearing parcel to build) until receipt of approval letter from the ARC. The ARC reserves the right to bring legal action against parcel owners who start building without approved plans. Any land disturbance must be stabilized within twenty-four (24) hours, failure of parcel owner or owner's agent to stabilize disturbed area could result in a fine of \$100.00 per day levied by the ARC or Declarant.

(d) The ARC has created "Building Standards" which summarize the construction standards to be used as the criterion for the approval of proposed improvements. The ARC, Declarant, or Association shall have the power to modify, alter, supplement, or amend Building Standards at any time by an affirmative vote of seventy percent (70.0%) of parcel owners, excluding Declarant, but such change shall not be effective as to improvements, which have previously been approved. The actions of the ARC through its approval or disapproval of plans, and other information submitted pursuant hereto, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

(e) All communications and submittals shall be addressed to Econfina Preserve ARC, Bryan Hamby, 17505 West Catawba Ave. Suite 350, Cornelius, NC 28031, or to any such address as the ARC shall hereinafter be designated in writing. The ARC shall reply in writing to all plan submittals within thirty (30) days of receipt hereof. The ARC shall have 30 days to approve complete plans that have been submitted by parcel owner(s) or builder. If the ARC shall disapprove, in whole or in part, any submission required herein, the Committee shall notify the person, firm or entity making the submission of the reasons for such disapproval and the changes required to obtain approval. If the ARC fails or refuses to approve or disapprove a submission containing all the requirements within 30 days after the submission is complete, it shall then be presumed that the submission has been approved by the ARC.

(f) The following are "Building Standards" for the Econfina Preserve ARC:

Clearing:

The clearing of home sites or pastures is permitted provided that no more than thirty-five percent (35%) of trees that measure eight (8) inches or greater in diameter at the base of the trunk of the tree on any parcel may be cleared without the prior approval of the ARC. The removal of any dead or leaning trees is not prohibited in any circumstance. Cutting of smaller trees/bush hogging is permitted and will not be considered part of the thirty-five percent (35%) allowed clearing so long as trees that are cut are less than eight (8) inches in diameter at the base of the trunk of the tree. Existing open land or pasture will not be considered part of the thirty-five percent (35%) allowed clearing. The cutting of any Live Oak trees should be avoided and any desired removal would require prior approval with the ARC.

Building Type:

Stick built construction only (no mobile, modular or systems built homes).

Exterior:

- Block, brick, rock/stone foundation. Exposed concrete or block must have stucco applied on or before completion of home.
- Wood, log, rock/stone, stucco, brick, cement based siding (such as Hardie-plank) and any combination is permitted. Vinyl and aluminum siding is not permitted. Any siding made of materials other than wood must be approved by the ARC.
- Any new materials that are approved by the Florida Homebuilders Association may be considered and must be approved by the ARC.
- Exterior of homes must be of earth tone colors.
- Windows/doors must be of sound quality and workmanship and installed properly.

- No satellite dishes over 18 inches in diameter shall be permitted.
- No pre-fabricated, metal or plastic outbuilding will be permitted. Outbuildings, where permitted, must be constructed of similar materials and colors as the home. Exceptions for materials and colors of barns constructed on properties will be at the discretion of the ARC.
- Detached garages are permitted, but must be constructed of the same exterior material as the home.
- Roof-pitch must be a minimum of 6/12. This also applies to outbuildings and detached garages.

Contractor Responsibilities:

- Contractor must have proof of insurance; to include but not limited to transportation, workman's compensation, errors and omissions and liability insurance of no less than one million dollars.
- Contractor may be required to provide references to ARC prior to plan approval.
- Contractor must provide one (1) portable toilet for each job site within the development. The contractor must present a maintenance agreement, which allows for weekly dumping/cleaning of portable toilet.
- Contractors must have a dumpster on site for each job site. Trash and excess/waste building materials shall be placed in dumpster at the end of each working day.
- The ARC reserves the right to levy fines of \$100 per day against contractors who do not adequately clean building site or do not have a functioning portable toilet.
- Building materials cannot be placed within road rights of way or utility easements.
- Contractor must assume liability for all construction vehicles that enter Econfina Preserve en route to their job site, specifically overweight vehicles that damage road surface and negligence of operators. Concrete truck weight limit is 5 yards per truck.
- Contractor is responsible for actions of any/all subcontractors.
- Contractors/subcontractors are responsible for any cut, break or damage to underground utility caused by their negligence.

Parcel Owner Responsibilities:

- Present two (2) copies of blue line schematic drawings of home to ARC. Colors used on exterior of home must be included and color samples may be required.
- Present all materials requested on attached Architectural Control Checklist to the Econfina Preserve ARC.
- Have permission of ARC before commencement of construction.
- Parcel owner is responsible for agents, employees, contractors, subcontractors and assigns.
- If the parcel has been improved (built upon), then the owners of the improved parcel shall maintain their parcel (s) to neatly kept and mowed condition. All stumps, brush piles and debris shall be removed from parcel (s) or hidden from sight from the roadways.

Architectural Control Checklist:

Below is a checklist of items needed for house plan approval from the ARC.

Preliminary Approval:

- 2 copies of preliminary site plan disclosing location of all improvements to be placed on parcel (one copy will be returned to you and one copy will be kept and placed in your file)

Final Approval:

- 2 copies of schematic drawings of home (locating improvements on parcel, showing elevations on all four sides, color schemes, building materials, and all site improvements, is recommended) (one copy will be returned to you and one copy will be placed in your file).
- Contractor/Builders name
- Proof of insurance (builders risk, E&O, Auto & liability, workmen's compensation)
- List of Subcontractors to be used
- Copy of portable toilet and dumpster contract or receipt of payment
- Copy of signed disclaimer from Contractor
- General description of building materials

Upon receipt of all the above items, the ARC will respond within 15 days for Preliminary Approval and 30 days after all documents have been received for Final Approval. Copies of correspondence to the ARC will be kept and placed in the Association's files.

Neither the ARC, nor any member, employee or agent thereof, shall be liable to any owner of a parcel or to anyone submitting plans for approval or to any other interested party by reason of mistake in judgment, negligence, or nonfeasance in connection with the approval, disapproval or failure to approve any such plans or for any other action in connection with its or their duties hereunder. Likewise, anyone who submits plans to the ARC for approval agrees not to bring any action or suit to recover any damages against the Declarant, the ARC, or any partner, member, employee or agent of the Declarant or the ARC.

The ARC may make exceptions to the provisions herein, when, in its sole discretion, such exceptions would not be in conflict with the intended character of the property subject to this Declaration when fully developed and occupied in Accordance with the Declarant's plans and objectives therefore.

ARTICLE VIII.

These covenants, as the same may be amended from time to time, shall run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2030, at which time said covenants shall be automatically extended to successive periods of ten (10) years unless, by vote by majority vote of the current owners of the Parcels described herein, it is agreed to terminate said covenants in whole or in part.

Enforcement of these covenants and restrictions shall be by Declarant, its assigns, the Association or any Owner of a Parcel by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure by Declarant, the Association, any Owner or other party to enforce any covenant or restriction herein contained shall in no

event be deemed a waiver of the right to do so thereafter. The prevailing party in any proceeding at law or in equity provided for in this Section shall be entitled to recover in said suit the cost of the action, including reasonable attorneys' fees as fixed by the court, including attorneys' fees in connection with appeal of any action. Enforcement of this Declaration is subject to the provisions of Chapter 720, Florida Statutes.

ARTICLE IX.

Invalidation of any of these covenants or any part thereof by judgments or Court order shall in no way affect any of the other provisions which shall remain in full force and effect. The failure of any person or persons to take action to restrain the violation of any of these covenants and restrictions shall not be construed as waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

ARTICLE X.

The Declarant may waive, amend or modify any of the provisions of this Declaration in its sole discretion, without the joinder of any other party, until the last parcel has been sold. This Declaration may also be amended at any time by the affirmative agreement signed by parcel owners to which at least seventy percent (70.0%) of the votes in the Association are allocated, provided, however, that no such amendment shall be effective without the approval of Declarant, for so long as Declarant owns any parcel.

ARTICLE XI.

- (a) Definition of Surface Water or Stormwater Management System. A system which is designed and constructed or implemented within the Property to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C. or regulations of similar import. For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Area and shall include any drainage swales located within the Common Areas.
- (b) Maintenance of Surface Water or Stormwater Management System.
 - (i) The Association shall maintain all lakes, swales, drainage areas, drainage easements, and control structures, and shall preserve and protect all designated conservation areas and littoral zones located within, adjacent, or in near proximity to the Property, in accordance with all permit requirements and conditions contained in applicable dredge fill, consumptive use, or any other applicable permits issued by the Suwanee River Water Management District ("SRWMD"), United States Army Corps of Engineers ("ACOE"), Florida Department of Environmental Protection ("FDEP"), and St. Johns County, Florida and all statutes, rules,

regulations and requirements pertaining to surface water management, drainage and water quality promulgated by local, state and federal authorities having jurisdiction.

- (ii) The Association shall be responsible for the maintenance, operation and repair of the Surface Water and Stormwater Management System. Maintenance of the Surface Water and Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance of other surface water, or stormwater management capabilities as permitted by the SRWMD. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the SRWMD.
- (iii) All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration. The maintenance responsibilities of the Association payable through assessment of the Owners shall specifically include, but not be limited to, the perpetual maintenance of all retention ponds, drainage swales, and all other drainage and stormwater management improvements lying within the Property, and all other such improvements, constituting a part of the Surface Water or Stormwater Management System permitted by the SRWMD.
- (c) Association Powers and Duties. The Association shall operate, maintain, and manage the surface water or stormwater management systems in a manner consistent with requirements and applicable SRWMD rules, and shall assist in the enforcement of the restrictions and covenants herein contained. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.
- (d) Assessments. Common Element Assessments shall be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures, and drainage easements.
- (e) Jurisdictional Areas and Permits. The Property has been or will be developed in accordance with requirements of the permits issued by the ACOE, SRWMD or other environmental agencies ("permits").
 - (i) The permits are, or will be, owned by the Association and the Association has the obligation to assure that all terms and conditions thereof are enforced. The Association shall have the right to bring an action, at law or in equity, against any owner violating any provision of the permits.
 - (ii) In the event that an Owner violates the terms and conditions of the permits and for any reason the Declarant or the Association is cited therefore, the owner agrees to indemnify and hold the Declarant and the Association harmless from all costs arising in connection therewith, including without limitation all cost and attorneys' fees, as well as all costs of curing such violation.

- (f) Permit responsibilities and indemnification. The Association shall accept assignment of the Permit(s) and shall be solely responsible for maintenance and operation of the surface water or stormwater management system pursuant to the Permit. Subsequent to Transition, the Association shall indemnify, defend and hold the Declarant harmless from all suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damage, or any other damage arising from or out of an occurrence in, upon, at or resulting from the operation or maintenance of the Surface Water or Stormwater Management System, occasioned wholly or in part by any act or omission of the Association or its agents, contractors, employees, servants or licensees.
- (g) Easements. The Association shall have a perpetual non-exclusive easement for drainage over the entire surface water and stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the SRWMD.
- (h) Drainage Flow. Drainage flow shall not be obstructed or diverted from drainage easements. The Declarant or the Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to be necessary to maintain reasonable aesthetic standards relative to the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable aesthetic standards. These easements shall not include the right to disturb any permanent improvements which are not located within the specific easement area designated on the plat or reserved in this Declaration or to disturb any jurisdictional wetland area. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water into sanitary sewer lines.
- (i) Enforcement. The SRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System and/or jurisdictional wetlands or conservation areas subject to the control of the SRWMD, and it shall be the Association's responsibility to assist the SRWMD in any such enforcement proceedings.
- (j) Amendment. Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior written approval of the SRWMD.
- (k) Dissolution. This Declaration may not be terminated unless adequate provision for transferring perpetual maintenance responsibility for the Surface Water or Stormwater Management System obligation to the then Owners of the Property, and said transfer obligation is permitted under the then existing requirements of the SRWMD or its successors and the County or any other governmental body that may have authority over such transfer. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Surface Water or Stormwater Management System and the Permits must be assigned to and accepted by an entity approved by the SRWMD.

ARTICLE XI

All rights of Declarant hereunder may be transferred by the Declarant hereunder to a successor Declarant purchasing one or more of the remaining parcels owned by Declarant; however, no such

successor shall become a successor Declarant hereunder unless a written instrument, signed by the Declarant hereunder, specifically transferring the rights of Declarant hereunder, is recorded in the Office of the Office of the Clerk of Court for Taylor County, Florida.

IN WITNESS WHEREOF, TAYLOR TIMBERLANDS, LLC. has caused this instrument to be executed in its name by its Member- Manager, this the day and year first above written.

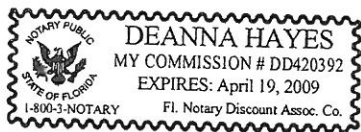
TAYLOR TIMBERLANDS, LLC

By: [Signature]
Tim Ritch, as Managing Member

STATE OF Florida
COUNTY OF: Duval

I, Deanna Hayes, a Notary Public of the State and County aforesaid, certify that Tim Ritch personally appeared before me this day and acknowledged that he is an agent for TAYLOR TIMBERLANDS LLC, a Florida limited liability company and by authority duly given and as the act of the LLC.

WITNESS my hand and official seal, this the 30 day of March, 2006 AM
Deanna Hayes My commission Expires: 4/19/09
Notary Public



DESCRIPTION: (ECONFINA PRESERVE)

TOWNSHIP 2 SOUTH, RANGE 7 EAST, TAYLOR COUNTY, FLORIDA:

SECTION 23:

All of Section 23, lying South of County Road No. 14.

SECTION 26:

The Northwest Quarter of the Northwest Quarter;
The South Half of the Northwest Quarter;
The Southwest Quarter of the Northeast Quarter;
The West Half of the Southeast Quarter.

SECTION 35:

All of Section 35.

SECTION 36:

The South Half of the Southeast Quarter.

TOWNSHIP 2 SOUTH, RANGE 8 EAST, TAYLOR COUNTY, FLORIDA:

SECTION 31:

The Southwest Quarter; lying West of the centerline of Madison Mainline;
That part of the Northwest Quarter and the West Half of the Northeast Quarter of Section 31, lying West of the centerline of Madison Mainline and South of the following described line, to-wit: Commence at a concrete monument marking the Southwest corner of the North Half of the Southwest Quarter of Section 31, Township 2 South, Range 8 East, Taylor County Florida and run North 00 degrees 27 minutes 42 seconds East, a distance of 1831.52 feet for a POINT OF BEGINNING of this line, thence from said POINT OF BEGINNING run North 89 degrees 16 minutes 30 seconds East, a distance of 1766.50 feet to a point, thence North 88 degrees 38 minutes 25 seconds East; a distance of 1257.81 feet to a point in the centerline of Madison mainline for the terminal point of this line.

TOWNSHIP 3 SOUTH, RANGE 7 EAST, TAYLOR COUNTY, FLORIDA:

SECTION 1:

The Northeast Quarter;
The Northwest Quarter of the Southeast Quarter;
The North Half of the Northwest Quarter;

SECTION 2;

The North Half of the Northeast Quarter;

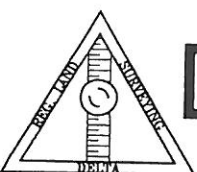
DESCRIPTION (80' McMULLEN BRIDGE ROAD)

An 80 foot wide strip of land lying within a line 40 feet left and right of the following described centerline;

Commence at a concrete monument marking the Southeast corner of Section 23, Township 2 South, Range 7 East, Taylor County, Florida and run North 00 degrees 21 minutes 02 seconds West, along the East boundary of said Section 23, a distance of 5206.32 feet to a point on the Southeasterly right-of-way line of County Road 14, thence leaving the East boundary of said Section 23, run South 47 degrees 10 minutes 09 seconds West, along the Southeasterly right-of-way line of said County Road 14, a distance of 1671.92 feet to a point, said point being on a curve concave to the North, thence run in a Southwesterly direction along said curve and right-of-way line having a radius of 2914.93 feet, through a central angle of 07 degrees 30 minutes 06 seconds for an arc distance of 381.65 feet (chord of said arc being South 50 degrees 55 minutes 12 seconds West, a distance of 381.38 feet) to a point in the centerline of an 80 foot wide roadway, utility and drainage easement (McMullen Bridge Road), for a POINT OF BEGINNING, thence from said POINT OF BEGINNING and leaving the Southeasterly right-of-way line of said County Road 14, run along the centerline said McMullen Bridge Road as follows: South 00 degrees 42 minutes 24 seconds East, a distance of 38.28 feet to a point, thence South 02 degrees 04 minutes 37 seconds West, a distance of 216.34 feet to a point, thence South 06 degrees 34 minutes 01 seconds West, a distance of 507.11 feet to a point, thence South 04 degrees 28 minutes 31 seconds West, a distance of 130.83 feet to a point, thence South 02 degrees 35 minutes 42 seconds East, a distance of 305.66 feet to a point, thence South 11 degrees 29 minutes 31 seconds West, a distance of 532.39 feet to a point, thence South 36 degrees 39 minutes 30 seconds West, a distance of 334.92 feet to a point, thence North 76 degrees 49 minutes 58 seconds West, a distance of 596.14 feet to a point, thence South 89 degrees 08 minutes 41 seconds West, a distance of 85.68 feet to a point, thence South 63 degrees 11 minutes 07 seconds West, a distance of 108.48 feet to a point, thence South 49 degrees 01 minutes 26 seconds West, a distance of 545.09 feet to a point, thence South 66 degrees 17 minutes 51 seconds West, a distance of 263.01 feet to a point, thence South 55 degrees 28 minutes 31 seconds West, a distance of 361.07 feet to a point, thence South 66 degrees 27 minutes 39 seconds West, a distance of 697.89 feet to a point, thence South 72 degrees 12 minutes 05 seconds West, a distance of 206.77 feet to a point, thence South 59 degrees 21 minutes 17 seconds West, a distance of 126.69 feet to a point, thence South 53 degrees 48 minutes 40 seconds West, a distance of 392.53 feet to a point, thence South 17 degrees 01 minutes 03 seconds West, a distance of 540.44 feet to a point, thence South 21 degrees 05 minutes 03 seconds East, a distance of 116.39 feet to a point, thence South 59 degrees 31 minutes 45 seconds East, a distance of 220.23 feet to a point, thence South 42 degrees 11 minutes 47 seconds East, a distance of 94.57 feet to a point, thence South 19 degrees 07 minutes 31 seconds East, a distance of 86.52 feet to a point, thence South 16 degrees 32 minutes 31 seconds West, a distance of 126.04 feet to a point, thence South 33 degrees 12 minutes 56 seconds West, a distance of 284.96 feet to a point, thence South 19 degrees 28 minutes 45 seconds West, a distance of 542.63 feet to a point, thence South 11 degrees

Ronald H. Gavel 4-26-06

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LAND SURVEYORS, INC.
 CERTIFICATE OF AUTHORIZATION NUMBER LB 4765
 440 S. JEFFERSON STREET
 MONTICELLO, FLORIDA

PHONE: (850) 997-0301 FAX: (850) 997-8757
 MADISON (850) 973-4333

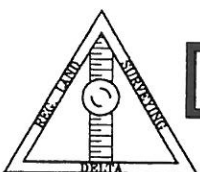
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 DATE
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19 minutes 15 seconds West, a distance of 118.77 feet to a point, thence South 29 degrees 58 minutes 37 seconds East, a distance of 138.37 feet to a point, thence South 58 degrees 11 minutes 45 seconds East, a distance of 59.08 feet to a point, thence South 79 degrees 07 minutes 12 seconds East, a distance of 105.14 feet to a point, thence South 87 degrees 00 minutes 12 seconds East, a distance of 610.98 feet to a point, thence South 80 degrees 55 minutes 46 seconds East, a distance of 229.22 feet to a point, thence South 68 degrees 32 minutes 27 seconds East, a distance of 220.92 feet to a point, thence South 54 degrees 47 minutes 55 seconds East, a distance of 610.63 feet to a point, thence South 43 degrees 19 minutes 54 seconds East, a distance of 585.75 feet to a point, thence South 42 degrees 24 minutes 56 seconds East, a distance of 201.19 feet to a point, thence South 40 degrees 04 minutes 53 seconds East, a distance of 255.80 feet to a point, thence South 28 degrees 31 minutes 00 seconds East, a distance of 182.61 feet to a point, thence South 34 degrees 33 minutes 44 seconds East, a distance of 50.06 feet to a point, thence South 40 degrees 50 minutes 23 seconds East, a distance of 188.88 feet to a point, thence South 26 degrees 12 minutes 20 seconds West, a distance of 484.92 feet to a point, thence South 00 degrees 59 minutes 08 seconds East, a distance of 309.62 feet to a point, thence South 21 degrees 42 minutes 50 seconds East, a distance of 278.36 feet to a point, thence South 14 degrees 23 minutes 53 seconds East, a distance of 326.23 feet to a point, thence South 03 degrees 57 minutes 11 seconds East, a distance of 214.18 feet to a point, thence South 01 degrees 40 minutes 05 seconds West, a distance of 986.42 feet to a point, thence South 00 degrees 31 minutes 01 seconds West, a distance of 798.81 feet to a point, thence South 72 degrees 01 minutes 05 seconds East, a distance of 165.66 feet to a point, thence South 61 degrees 27 minutes 31 seconds East, a distance of 295.36 feet to a point, thence South 66 degrees 24 minutes 44 seconds East, a distance of 213.37 feet to a point, thence South 75 degrees 21 minutes 59 seconds East, a distance of 324.76 feet to a point, thence South 71 degrees 49 minutes 48 seconds East, a distance of 197.10 feet to a point, thence South 65 degrees 40 minutes 44 seconds East, a distance of 606.24 feet to a point, thence South 79 degrees 25 minutes 37 seconds East, a distance of 118.35 feet to a point, thence North 87 degrees 59 minutes 38 seconds East, a distance of 215.28 feet to a point, thence South 78 degrees 32 minutes 02 seconds East, a distance of 99.15 feet to a point, thence South 45 degrees 12 minutes 59 seconds East, a distance of 79.78 feet to a point, thence South 17 degrees 24 minutes 24 seconds East, a distance of 120.93 feet to a point, thence South 00 degrees 38 minutes 18 seconds East, a distance of 189.48 feet to a point, thence South 03 degrees 29 minutes 00 seconds East, a distance of 285.68 feet to a point, thence South 12 degrees 15 minutes 42 seconds East, a distance of 170.05 feet to a point, thence South 23 degrees 34 minutes 04 seconds East, a distance of 182.75 feet to a point, thence South 12 degrees 48 minutes 05 seconds East, a distance of 66.83 feet to a point, thence South 12 degrees 02 minutes 59 seconds West, a distance of 88.81 feet to a point, thence South 37 degrees 50 minutes 14 seconds West, a distance of 90.03 feet to a point, thence South 66 degrees 12 minutes 02 seconds West, a distance of 129.63 feet to a point, thence South 85 degrees 16 minutes 00 seconds West, a distance of 346.78 feet to a point, thence North 75 degrees 55 minutes 33 seconds West, a distance of 126.39 feet to a point, thence North 58 degrees 28 minutes 05 seconds West, a distance of 143.79 feet to a point, thence North 63 degrees 54 minutes 51 seconds West,

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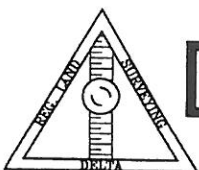
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a distance of 125.79 feet to a point, thence North 84 degrees 29 minutes 51 seconds West, a distance of 112.93 feet to a point, thence South 67 degrees 55 minutes 40 seconds West, a distance of 344.64 feet to a point, thence South 61 degrees 46 minutes 50 seconds West, a distance of 122.65 feet to a point, thence South 35 degrees 29 minutes 33 seconds West, a distance of 95.42 feet to a point, thence South 00 degrees 31 minutes 03 seconds East, a distance of 207.19 feet to a point, thence South 27 degrees 45 minutes 55 seconds West, a distance of 290.34 feet to a point, thence South 13 degrees 30 minutes 53 seconds West, a distance of 167.48 feet to a point, thence South 28 degrees 49 minutes 57 seconds West, a distance of 114.49 feet to a point, thence South 46 degrees 14 minutes 07 seconds West, a distance of 192.88 feet to a point, thence South 15 degrees 53 minutes 08 seconds West, a distance of 145.15 feet to a point, thence South 21 degrees 33 minutes 04 seconds East, a distance of 113.64 feet to a point, thence South 60 degrees 47 minutes 53 seconds East, a distance of 138.42 feet to a point, thence South 66 degrees 31 minutes 45 seconds East, a distance of 217.98 feet to a point, thence South 40 degrees 39 minutes 05 seconds East, a distance of 117.18 feet to a point, thence South 17 degrees 04 minutes 26 seconds East, a distance of 78.28 feet to a point, thence South 14 degrees 35 minutes 03 seconds East, a distance of 133.92 feet to a point, thence South 28 degrees 57 minutes 59 seconds East, a distance of 50.54 feet to a point, thence South 30 degrees 19 minutes 16 seconds East, a distance of 165.14 feet to a point, thence South 43 degrees 59 minutes 49 seconds East, a distance of 90.65 feet to a point, thence South 45 degrees 32 minutes 00 seconds East, a distance of 150.06 feet to a point, thence South 54 degrees 06 minutes 41 seconds East, a distance of 110.01 feet to a point, thence South 86 degrees 05 minutes 40 seconds East, a distance of 64.54 feet to a point, thence North 82 degrees 27 minutes 17 seconds East, a distance of 91.23 feet to a point, thence South 89 degrees 11 minutes 22 seconds East, a distance of 83.90 feet to a point, thence South 81 degrees 48 minutes 05 seconds East, a distance of 151.28 feet to a point, thence South 64 degrees 43 minutes 11 seconds East, a distance of 95.18 feet to a point, thence South 30 degrees 39 minutes 26 seconds East, a distance of 79.82 feet to a point, thence South 24 degrees 06 minutes 26 seconds East, a distance of 103.37 feet to a point, thence South 45 degrees 44 minutes 24 seconds East, a distance of 137.28 feet to a point, thence South 60 degrees 40 minutes 59 seconds East, a distance of 113.20 feet to a point, thence South 69 degrees 21 minutes 53 seconds East, a distance of 134.56 feet to a point, thence South 77 degrees 19 minutes 02 seconds East, a distance of 123.53 feet to a point, thence South 69 degrees 03 minutes 33 seconds East, a distance of 60.53 feet to a point, thence South 69 degrees 03 minutes 33 seconds East, a distance of 154.98 feet to a point, thence South 80 degrees 48 minutes 18 seconds East, a distance of 251.29 feet to a point, thence South 86 degrees 39 minutes 49 seconds East, a distance of 195.62 feet to a point, thence North 83 degrees 10 minutes 05 seconds East, a distance of 69.84 feet to a point, thence North 76 degrees 55 minutes 01 seconds East, a distance of 159.00 feet to a point, thence North 62 degrees 01 minutes 56 seconds East, a distance of 140.29 feet to a point, thence North 69 degrees 15 minutes 30 seconds East, a distance of 175.44 feet to a point, thence North 59 degrees 12 minutes 01 seconds East, a distance of 31.51 feet to a point, thence South 85 degrees 15 minutes 56 seconds East, a distance of 88.62 feet to a point, thence South 73 degrees 46 minutes 45 seconds East, a distance of 105.90 feet to a point, thence South

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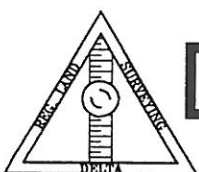
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71 degrees 38 minutes 27 seconds East, a distance of 384.81 feet to a point, thence South 82 degrees 24 minutes 51 seconds East, a distance of 141.79 feet to a point, thence North 77 degrees 14 minutes 26 seconds East, a distance of 103.51 feet to a point, thence North 60 degrees 33 minutes 03 seconds East, a distance of 136.85 feet to a point, thence North 54 degrees 46 minutes 12 seconds East, a distance of 288.16 feet to a point, thence South 89 degrees 12 minutes 30 seconds East, a distance of 97.69 feet to a point, thence South 61 degrees 34 minutes 56 seconds East, a distance of 85.53 feet to a point, thence South 52 degrees 51 minutes 44 seconds East, a distance of 323.16 feet to a point, thence South 41 degrees 58 minutes 42 seconds East, a distance of 148.50 feet to a point, thence South 03 degrees 31 minutes 54 seconds East, a distance of 109.19 feet to a point, thence South 13 degrees 17 minutes 13 seconds West, a distance of 387.93 feet to a point, thence South 05 degrees 49 minutes 43 seconds West, a distance of 229.23 feet to a point, thence South 05 degrees 22 minutes 27 seconds East, a distance of 262.73 feet to a point, thence South 20 degrees 33 minutes 08 seconds East, a distance of 148.02 feet to a point, thence South 33 degrees 05 minutes 34 seconds East, a distance of 172.76 feet to a point, thence South 45 degrees 09 minutes 46 seconds East, a distance of 144.10 feet to a point, thence South 56 degrees 33 minutes 54 seconds East, a distance of 126.38 feet to a point, thence South 67 degrees 48 minutes 33 seconds East, a distance of 124.00 feet to a point, thence South 81 degrees 29 minutes 09 seconds East, a distance of 210.64 feet to a point, thence North 86 degrees 29 minutes 58 seconds East, a distance of 349.44 feet to a point, thence North 71 degrees 06 minutes 49 seconds East, a distance of 112.51 feet to a point, thence North 57 degrees 27 minutes 24 seconds East, a distance of 146.47 feet to a point, thence North 52 degrees 48 minutes 14 seconds East, a distance of 189.38 feet to a point, thence North 45 degrees 50 minutes 03 seconds East, a distance of 145.04 feet to a point, thence North 33 degrees 55 minutes 14 seconds East, a distance of 222.58 feet to a point, thence North 29 degrees 44 minutes 52 seconds East, a distance of 201.36 feet to a point, thence North 21 degrees 45 minutes 34 seconds East, a distance of 316.69 feet to a point, thence North 26 degrees 56 minutes 50 seconds East, a distance of 178.50 feet to a point, thence North 20 degrees 50 minutes 28 seconds East, a distance of 115.98 feet to a point, thence North 06 degrees 47 minutes 57 seconds East, a distance of 420.56 feet to a point, thence North 01 degrees 10 minutes 19 seconds West, a distance of 164.78 feet to a point, thence North 14 degrees 12 minutes 08 seconds West, a distance of 101.11 feet to a point, thence North 34 degrees 53 minutes 34 seconds West, a distance of 184.34 feet to a point, thence North 29 degrees 05 minutes 13 seconds West, a distance of 159.69 feet to a point, thence North 16 degrees 21 minutes 38 seconds West, a distance of 100.88 feet to a point, thence North 00 degrees 21 minutes 49 seconds East, a distance of 128.44 feet to a point, thence North 13 degrees 40 minutes 34 seconds East, a distance of 171.10 feet to a point, thence North 21 degrees 42 minutes 35 seconds East, a distance of 139.90 feet to a point, thence North 34 degrees 08 minutes 07 seconds East, a distance of 149.70 feet to a point, thence North 45 degrees 46 minutes 17 seconds East, a distance of 293.56 feet to a point, thence North 66 degrees 35 minutes 32 seconds East, a distance of 74.99 feet to a point, thence North 89 degrees 35 minutes 13 seconds East, a distance of 207.94 feet to a point, thence North 81 degrees 15 minutes 16 seconds East, a distance of 347.74 feet to a point, thence South 88 degrees 44 minutes 22

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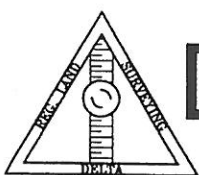
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seconds East, a distance of 395.26 feet to a point, thence South 82 degrees 37 minutes 54 seconds East, a distance of 92.02 feet to a point, thence North 77 degrees 13 minutes 32 seconds East, a distance of 75.78 feet to a point, thence North 50 degrees 39 minutes 25 seconds East, a distance of 101.04 feet to a point, thence North 44 degrees 22 minutes 53 seconds East, a distance of 255.83 feet to a point, thence North 53 degrees 40 minutes 10 seconds East, a distance of 875.72 feet to a point, thence North 49 degrees 52 minutes 53 seconds East, a distance of 338.35 feet to a point, thence North 55 degrees 16 minutes 44 seconds East, a distance of 156.63 feet to a point, thence North 72 degrees 13 minutes 27 seconds East, a distance of 95.34 feet to a point, thence South 83 degrees 54 minutes 08 seconds East, a distance of 90.82 feet to a point, thence South 69 degrees 43 minutes 25 seconds East, a distance of 204.00 feet to a point of intersection with the centerline of the 80 foot wide roadway, utility and drainage easement (Madison Mainline) for the terminal point of this easement centerline.

Extending and shortening said easement so as to begin on the Southeasterly right-of-way line of County Road 14, and to terminate on the Westerly boundary of the 80 foot wide roadway, utility and drainage easement (Madison Mainline).

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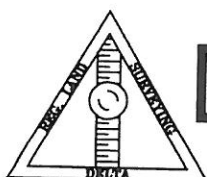
DESCRIPTION (80' WILD CAT ROAD)

An 80 foot wide strip of land lying within a line 40 feet left and right of the following described centerline:

Commence at a concrete monument marking the Southeast corner of Section 26, Township 2 South, Range 7 East, Taylor County, Florida and run South 88 degrees 36 minutes 27 seconds West, along the South boundary of said Section 26, a distance of 1332.42 feet to a concrete monument marking the Southeast corner of the West Half of the Southeast Quarter of said Section 26, thence North 00 degrees 13 minutes 19 seconds West, along the East boundary of the Southwest Quarter of the Southeast Quarter of said Section 26, a distance of 1191.17 feet to a point in the centerline of an 80 foot wide roadway, utility and drainage easement (Wild Cat Road) for the POINT OF BEGINNING, thence from said POINT OF BEGINNING run North 87 degrees 39 minutes 29 seconds West, along the centerline of said Wild Cat Road, a distance of 184.20 feet to a point of intersection with the centerline of an 80 foot wide roadway, utility and drainage easement, thence continue along the centerline of said Wild Cat Road, as follows: North 06 degrees 15 minutes 53 seconds East, a distance of 133.49 feet to a point, thence North 25 degrees 47 minutes 01 seconds West, a distance of 190.70 feet to a point, thence North 37 degrees 49 minutes 31 seconds West, a distance of 161.21 feet to a point, thence North 47 degrees 28 minutes 11 seconds West a distance of 1026.14 feet to a point of intersection with the centerline of an 80 foot wide roadway, utility and drainage easement (McMullen Bridge Road) for the terminal point of this easement centerline.

Extending and shortening said easement so as to begin on the East boundary of the West Half of the Southeast Quarter of Section 26, Township 2 South, Range 7 East, Taylor County, Florida, and ending on the East right-of-way line of an 80 foot wide roadway, utility and drainage easement (McMullen Bridge Road)

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DELTA

LAND SURVEYORS, INC.

CERTIFICATE OF AUTHORIZATION NUMBER LB 4785
440 S. JEFFERSON STREET
MONTICELLO, FLORIDA

PHONE: (850) 997-0301 FAX: (850) 997-8757
MADISON (850) 973-4333

Mar 20, 2006

DATE

05-339-21(E)

JOB NO.

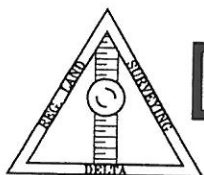
DESCRIPTION (ROGERS SPRINGS ROAD (NORTH))

An 80 foot wide strip of land lying within a line 40 feet left and right of the following described centerline:

BEGIN at a concrete monument marking the Southeast corner of Section 23, Township 2 South, Range 7 East, Taylor County, Florida and South 89 degrees 13 minutes 26 seconds West, along said Section line, a distance of 2660.11 feet to a point in the centerline of an 80 foot wide roadway, utility and drainage easement (Rogers Springs Road), for a POINT OF BEGINNING, thence from said POINT OF BEGINNING, run along the centerline of said Rogers Springs Road as follows: North 32 degrees 17 minutes 49 seconds East, a distance of 63.11 feet to a point, thence North 54 degrees 41 minutes 05 seconds East, a distance of 163.08 feet to a point, thence North 46 degrees 20 minutes 42 seconds East, a distance of 126.33 feet to a point, thence North 20 degrees 54 minutes 37 seconds East, a distance of 112.91 feet to a point, thence North 10 degrees 55 minutes 33 seconds West, a distance of 221.76 feet to a point, thence North 00 degrees 11 minutes 34 seconds West, a distance of 247.73 feet to a point, thence North 08 degrees 08 minutes 16 seconds East, a distance of 241.46 feet to a point, thence North 19 degrees 08 minutes 09 seconds East, a distance of 248.08 feet to a point, thence North 32 degrees 12 minutes 31 seconds East, a distance of 406.75 feet to a point, thence North 30 degrees 09 minutes 18 seconds East, a distance of 298.89 feet to a point of intersection with the centerline of an 80 foot wide roadway, utility and drainage easement (McMullen Bridge Road) for the terminal point of this easement.

Extending and shortening said easement so as to begin on the South boundary of Section 23, Township 2 South, Range 7 East, Taylor County, Florida, and ending on the South right-of-way line of an 80 foot wide roadway, utility and drainage easement (McMullen Bridge Road).

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DELTA

LAND SURVEYORS, INC.

CERTIFICATE OF AUTHORIZATION NUMBER LB 4765
440 S. JEFFERSON STREET
MONTICELLO, FLORIDA

PHONE: (850) 997-0301 FAX: (850) 997-8757
MADISON (850) 973-4333

Mar. 23, 2006

DATE

05-339-21(C1)

JOB NO.

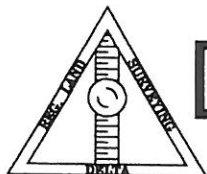
DESCRIPTION (ROGERS SPRINGS ROAD (SOUTH))

An 80 foot wide strip of land lying within a line 40 feet left and right of the following described centerline:

BEGIN at a concrete monument marking the Southeast corner of Section 23, Township 2 South, Range 7 East, Taylor County, Florida and run South 89 degrees 13 minutes 26 seconds West, along said Section line, a distance of 2660.11 feet to a point in the centerline of a graded road (Rogers Springs Road), thence run along the centerline of said graded road as follows: South 32 degrees 17 minutes 49 seconds West, a distance of 17.30 feet to a point, thence South 10 degrees 19 minutes 27 seconds West, a distance of 427.14 feet to a point, thence South 23 degrees 28 minutes 30 seconds West, a distance of 194.41 feet to a point, thence South 02 degrees 45 minutes 45 seconds West, a distance of 731.40 feet to a point on the North Boundary of the Southeast Quarter of the Northwest Quarter of said Section 26 for a POINT OF BEGINNING, said point being in the centerline of an 80 foot wide roadway, utility and drainage easement (Rogers Springs Road),thence from said POINT OF BEGINNING run along the centerline of said 80 foot wide easement as follows: South 02 degrees 45 minutes 46 seconds West, a distance of 45.69 feet to a point, thence South 06 degrees 23 minutes 56 seconds East, a distance of 445.43 feet to a point, thence South 06 degrees 23 minutes 56 seconds East, a distance of 102.70 feet to a point, thence South 01 degrees 44 minutes 59 seconds West, a distance of 141.38 feet to a point, thence South 27 degrees 12 minutes 07 seconds West, a distance of 109.49 feet to a point, thence South 37 degrees 35 minutes 57 seconds West, a distance of 176.95 to a point of intersection with the centerline of an 80 foot wide roadway, utility and drainage easement (McMullen Bridge Road) for the terminal point of this easement.

Extending and shortening said easement so as to begin on the North boundary the Southeast Quarter of the Northwest Quarter of said Section 26, Township 2 South, Range 7 East, Taylor County, Florida, and ending on the North right-of-way line of an 80 foot wide roadway, utility and drainage easement (McMullen Bridge Road).

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LAND SURVEYORS, INC.

CERTIFICATE OF AUTHORIZATION NUMBER LB 4765

440 S. JEFFERSON STREET
MONTICELLO, FLORIDA

PHONE: (850) 997-0301 FAX: (850) 997-8757
MADISON (850) 973-4333

Mar. 23, 2006

DATE

05-339-21(C2)

JOB NO.

DESCRIPTION (80' CIRCLE BLOCK LOOP)

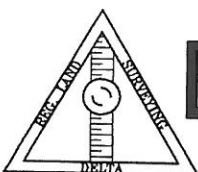
An 80 foot wide strip of land lying within a line 40 feet left and right of the following described centerline:

Commence at a concrete monument marking the Northwest corner of Section 35, Township 2 South, Range 7 East, Taylor County, Florida and run North 88 degrees 37 minutes 15 seconds East, along the North boundary of said Section 35, a distance of 2666.09 feet to a concrete monument marking the Northeast corner of the Northwest Quarter of said Section 35, thence South 48 degrees 04 minutes 14 seconds East a distance of 245.26 feet to a point in the center of an 80 foot wide roadway, utility and drainage easement (McMullen Bridge Road), thence run South 00 degrees 31 minutes 01 seconds West, along the centerline of said McMullen Bridge Road, a distance of 798.81 feet to a point of intersection with 80 foot wide roadway, utility and drainage easement (Circle Block Loop) for the POINT OF BEGINNING, thence from said POINT OF BEGINNING run along the centerline of said Circle Block Loop as follows: North 83 degrees 26 minutes 16 seconds West, a distance of 711.77 feet to a point, thence North 83 degrees 26 minutes 15 seconds West, a distance of 59.56 feet to a point, thence South 81 degrees 25 minutes 33 seconds West, a distance of 93.22 feet to a point, thence South 53 degrees 54 minutes 49 seconds West, a distance of 108.02 feet to a point, thence South 38 degrees 22 minutes 56 seconds West, a distance of 436.55 feet to a point, thence South 60 degrees 39 minutes 05 seconds West, a distance of 683.24 feet to a point, thence South 46 degrees 40 minutes 55 seconds West, a distance of 101.76 feet to a point, thence South 29 degrees 11 minutes 54 seconds West, a distance of 828.82 feet to a point, thence South 30 degrees 24 minutes 24 seconds West, a distance of 337.17 feet to a point, thence South 08 degrees 52 minutes 14 seconds West, a distance of 103.46 feet to a point, thence South 19 degrees 24 minutes 37 seconds East, a distance of 280.20 feet to a point, thence South 34 degrees 45 minutes 13 seconds East, a distance of 125.95 feet to a point, thence South 52 degrees 47 minutes 37 seconds East, a distance of 262.88 feet to a point, thence South 42 degrees 27 minutes 02 seconds East, a distance of 79.68 feet to a point, thence South 13 degrees 38 minutes 32 seconds East, a distance of 80.31 feet to a point, thence South 20 degrees 48 minutes 50 seconds West, a distance of 79.83 feet to a point, thence South 39 degrees 37 minutes 45 seconds West, a distance of 255.21 feet to a point, thence South 07 degrees 14 minutes 48 seconds West, a distance of 73.44 feet to a point, thence South 37 degrees 07 minutes 22 seconds East, a distance of 114.07 feet to a point, thence South 59 degrees 55 minutes 00 seconds East, a distance of 136.90 feet to a point, thence South 87 degrees 42 minutes 09 seconds East, a distance of 133.34 feet to a point, thence North 81 degrees 26 minutes 32 seconds East, a distance of 184.71 feet to a point, thence North 65 degrees 39 minutes 46 seconds East, a distance of 500.33 feet to a point, thence North 86 degrees 51 minutes 02 seconds East, a distance of 75.13 feet to a point, thence South 69 degrees 25 minutes 52 seconds East, a distance of 153.91 feet to a point, thence South 84 degrees 04 minutes 52 seconds East, a distance of 108.54 feet to a point, thence North 77 degrees 19 minutes 23 seconds East, a distance of 350.63 feet to a point, thence North 68 degrees 21 minutes 56 seconds East, a distance of 509.40 feet to a point, thence South 88 degrees 22 minutes 46 seconds East, a distance of 98.87 feet to a point, thence South 37 degrees 11 minutes 29 seconds East, a distance of 84.47 feet to a point, thence South 21 degrees 46 minutes 30 seconds East, a distance of 117.76 feet to a point, thence South 48 degrees 48 minutes 26 seconds East, a distance of 104.92 feet to a point, thence South 72 degrees 10 minutes 08 seconds East, a distance of 346.08 feet to a point of intersection with the centerline of the aforesaid 80 foot wide roadway, utility and drainage easement (McMullen Bridge Road) for the terminal point of this easement centerline.

Extending and shortening said easement so as to begin on the Westerly boundary of an 80 foot wide roadway, utility and drainage easement (McMullen Bridge Road) and to terminate on the Westerly boundary of the aforesaid 80 foot wide roadway, utility and drainage easement (McMullen Bridge Road).

Faulstich H. Powell 4-26-06

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LAND SURVEYORS, INC.

CERTIFICATE OF AUTHORIZATION NUMBER LB 4765
440 S. JEFFERSON STREET
MONTICELLO, FLORIDA

PHONE: (850) 997-0301 FAX: (850) 997-8757
MADISON (850) 973-4333

Mar 20, 2006

DATE

05-339-21G

JOB NO.

DESCRIPTION (MADISON MAINLINE)

(PART "A")

An 80 foot wide strip of land lying within a line 40 feet Left and Right of the following described centerline:

Commence at a concrete monument marking the Northwest corner of Section 31, Township 2 South, Range 8 East, Taylor County, Florida and run South 89 degrees 43 minutes 02 seconds East, along the North boundary of said Section 31, a distance of 1450.19 feet to a point in the centerline of a 40 foot wide easement, thence run along the centerline of said 40 foot wide easement as follows: North 13 degrees 41 minutes 14 seconds East, a distance of 48.30 feet to a point, thence North 89 degrees 31 minutes 52 seconds East, a distance of 2628.21 feet to a point of intersection with the centerline of an 80 foot wide roadway, utility and drainage easement (Madison Mainline), thence run South 26 degrees 17 minutes 40 seconds West, along the centerline of said Madison Mainline, a distance of 90.65 feet to a point on the North boundary of said Section 31, for a POINT OF BEGINNING, thence from said POINT OF BEGINNING continue along the centerline of said Madison Mainline as follows: South 26 degrees 17 minutes 40 seconds West, a distance of 1744.67 feet to a point, thence South 26 degrees 57 minutes 24 seconds West, a distance of 1209.89 feet to a point on the South boundary of the Northeast Quarter of said Section 31 for the terminal point of this easement centerline.

Extending and shortening said easement so as to begin on the North boundary of Section 31, Township 2 South, Range 8 East, Taylor County, Florida, and to terminate on the South boundary of the Northeast Quarter of said of Section 31, Township 2 South, Range 8 East, Taylor County, Florida.

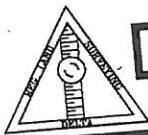
DESCRIPTION (MADISON MAINLINE)

(PART "B")

An 40 foot wide strip of land lying within a line 20 feet Left and Right of the following described centerline:

Commence at a concrete monument marking the Northwest corner of Section 31, Township 2 South, Range 8 East, Taylor County, Florida and run South 89 degrees 43 minutes 02 seconds East, along the North boundary of said Section 31, a distance of 1450.19 feet to a point in the centerline of a 40 foot wide easement, thence run along the centerline of said 40 foot wide easement as follows: North 13 degrees 41 minutes 14 seconds East, a distance of 48.30 feet to a point, thence ~~North 89 degrees 31 minutes 52 seconds East, a distance of 2628.21 feet to a point~~ of intersection with the centerline of an 80 foot wide roadway, utility and drainage easement (Madison Mainline), thence run South 26 degrees 17 minutes 40 seconds West, along the centerline of said Madison Mainline, a distance of 90.65 feet to a point on the North boundary of said Section 31, thence continue along the centerline of said Madison Mainline as follows: South 26 degrees 17 minutes 40 seconds West, a distance of 1744.67 feet to a point, thence South 26 degrees 57 minutes 24 seconds West, a distance of 1209.89 feet to a point on the South boundary of the Northeast Quarter of said of Section 31, for a POINT OF BEGINNING, thence from said POINT OF BEGINNING continue South 26 degrees 57 minutes 24 seconds West, a distance of 210.85 feet to a point on the East boundary of the Southwest Quarter of said of Section 31, for the terminal point of this easement centerline.

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DELTA

LAND SURVEYORS, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 4785
440 S. JEFFERSON STREET
MONTICELLO, FLORIDA
PHONE: (850) 997-0301 FAX: (850) 997-8767
MADISON (850) 973-4333

Feb. 11, 2006
DATE
05-339-21(J)
JOB NO.

Extending and shortening said easement so as to begin on the South boundary of the Northeast Quarter of Section 31, Township 2 South, Range 8 East, Taylor County, Florida, and to terminate on the East boundary of the Southwest Quarter of Section 31, Township 2 South, Range 8 East, Taylor County, Florida.

DESCRIPTION (MADISON MAINLINE)

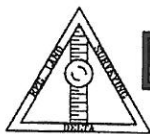
(PART "C")

An 80 foot wide strip of land lying within a line 40 feet Left and Right of the following described centerline:

Commence at a concrete monument marking the Northwest corner of Section 31, Township 2 South, Range 8 East, Taylor County, Florida and run South 89 degrees 43 minutes 02 seconds East, along the North boundary of said Section 31, a distance of 1450.19 feet to a point in the centerline of a 40 foot wide easement, thence run along the centerline of said 40 foot wide easement as follows: North 13 degrees 41 minutes 14 seconds East, a distance of 48.30 feet to a point, thence North 89 degrees 31 minutes 52 seconds East, a distance of 2628.21 feet to a point of intersection with the centerline of an 80 foot wide roadway, utility and drainage easement (Madison Mainline), thence run South 26 degrees 17 minutes 40 seconds West, along the centerline of said Madison Mainline, a distance of 90.65 feet to a point on the North boundary of said Section 31, thence continue along the centerline of said Madison Mainline as follows: South 26 degrees 17 minutes 40 seconds West, a distance of 1744.67 feet to a point, thence South 26 degrees 57 minutes 24 seconds West, a distance of 1209.89 feet to a point on the South boundary of the Northeast Quarter of said Section 31, thence continue South 26 degrees 57 minutes 24 seconds West, a distance of 210.85 feet to a point on the East boundary of the Southwest Quarter of said Section 31, for a POINT OF BEGINNING, thence from said POINT OF BEGINNING, continue South 26 degrees 57 minutes 24 seconds West, a distance of 377.78 feet to a point of intersection with the centerline of an 80 foot wide roadway, utility and drainage easement (McMullen Bridge Road), thence continue along the centerline of said Madison Mainline as follows: South 26 degrees 57 minutes 12 seconds West, a distance of 1658.12 feet to a point, thence South 21 degrees 51 minutes 17 seconds West, a distance of 337.34 feet to a point, thence South 13 degrees 55 minutes 18 seconds West, a distance of 356.30 feet to a point on the South boundary of said Section 31 for the terminal point of this easement centerline.

Extending and shortening said easement so as to begin on the East boundary of the Southwest Quarter of Section 31, Township 2 South, Range 8 East, Taylor County, Florida, and to terminate on the South boundary of Section 31, Township 2 South, Range 8 East, Taylor County, Florida,

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MONTICELLO, FLORIDA

PHONE: (850) 997-0301 FAX: (850) 997-8757
MADISON (850) 973-4333

Feb. 11, 2006

DATE

05-339-21(J)

JOB NO.

DESCRIPTION (60'EASEMENT)

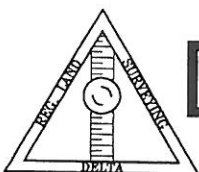
A 60 foot wide strip of land lying within a line 30 feet left and right of the following described centerline:

Commence at a concrete monument marking the Northwest corner of Section 35, Township 2 South, Range 7 East, Taylor County, Florida and run South 00 degrees 04 minutes 06 seconds West, along the West boundary of said Section 35, a distance of 1989.22 feet to a point in the centerline of a 60 foot wide easement for a POINT OF BEGINNING, thence from said POINT OF BEGINNING, run along the centerline of said 60 foot wide easement as follows: North 76 degrees 24 minutes 37 seconds East, a distance of 264.20 feet to a point, thence North 61 degrees 37 minutes 01 seconds East, a distance of 263.87 feet to a point, thence North 75 degrees 41 minutes 06 seconds East, a distance of 199.43 feet to a point, thence North 88 degrees 09 minutes 52 seconds East, a distance of 81.96 feet to a point, thence South 63 degrees 05 minutes 57 seconds East, a distance of 111.97 feet to a point of intersection with the centerline of an 80 foot wide roadway, utility and drainage easement (Circle Block Loop) for the terminal point of this easement centerline.

Extending and shortening said easement so as to begin on the West boundary of Section 35, Township 2 South, Range 7 East, Taylor County, Florida, and to terminate on the Westerly boundary of the 80 foot wide roadway, utility and drainage easement (Circle Block Loop).

Ferdell H. Lowell 4-26-06

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LAND SURVEYORS, INC.

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440 S. JEFFERSON STREET
MONTICELLO, FLORIDA

PHONE: (850) 997-0301 FAX: (850) 997-8757
MADISON (850) 973-4333

Mar. 20, 2006

DATE

05-339-21(L)

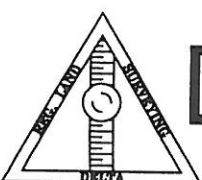
JOB NO.

DESCRIPTION (80' EASEMENT)

An 80 foot wide strip of land lying within a line 40 feet East and West of the following described centerline:

Commence at a concrete monument marking the Southeast corner of Section 26, Township 2 South, Range 7 East, Taylor County, Florida and run South 88 degrees 36 minutes 27 seconds West, along the South boundary of said Section 26, a distance of 1332.42 feet to a concrete monument marking the Southeast corner of the West Half of the Southeast Quarter of said Section 26, thence South 88 degrees 40 minutes 14 seconds West a distance of 50.00 feet to a point in the center of a 50 foot radius cul-de-sac for the POINT OF BEGINNING, thence from said POINT OF BEGINNING run along the centerline of said 80 foot wide easement as follows: North 00 degrees 15 minutes 00 seconds East, a distance of 129.57 feet to a point, thence North 14 degrees 26 minutes 17 seconds West, a distance of 168.34 feet to a point, thence North 17 degrees 44 minutes 13 seconds West, a distance of 398.56 feet to a point, thence North 10 degrees 39 minutes 39 seconds West, a distance of 172.45 feet to a point, thence North 03 degrees 17 minutes 43 seconds West, a distance of 190.03 feet to a point, thence North 14 degrees 59 minutes 49 seconds West, a distance of 174.40 feet to a point of intersection with the centerline of an 80 foot wide roadway, utility and drainage easement (Wild Cat Road) for the terminal point of this easement centerline.

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LAND SURVEYORS, INC.

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MONTICELLO, FLORIDA

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MADISON (850) 973-4333

Mar. 20, 2006

DATE

05-339-21(D)

JOB NO.

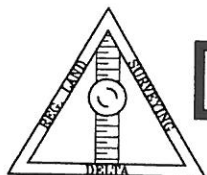
DESCRIPTION (80' EASEMENT)

An 80 foot wide strip of land lying within a line 40 feet East and West of the following described centerline:

Commence at a concrete monument marking the Northeast corner of Section 1, Township 3 South, Range 7 East, Taylor County, Florida and run South 00 degrees 25 minutes 29 seconds East, along the East boundary of said Section 1, a distance of 2650.73 feet to the Southeast corner of the Northeast Quarter of said Section 1, thence run South 89 degrees 15 minutes 28 seconds West, along the South boundary of the Northeast Quarter of said Section 1, a distance of 1333.93 feet to the Northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 1, thence South 00 degrees 12 minutes 16 seconds East, along the East boundary of the Northwest Quarter of the Southeast Quarter of said Section 1, a distance of 1332.11 feet to the Southeast corner of the Northwest Quarter of the Southeast Quarter of said Section 1, thence South 89 degrees 53 minutes 09 seconds West, along the South boundary of the Northwest Quarter of the Southeast Quarter of said Section 1, a distance of 987.45 feet to a point in the centerline an 80 foot wide roadway, utility and drainage easement, for a POINT OF BEGINNING, thence from said POINT OF BEGINNING, run along the centerline of said 80 foot wide easement as follows: North 01 degrees 53 minutes 23 seconds West, a distance of 877.54 feet to a point, thence North 01 degrees 53 minutes 23 seconds West, a distance of 171.61 feet to a point, thence North 03 degrees 39 minutes 52 seconds East, a distance of 116.25 feet to a point, thence North 20 degrees 20 minutes 05 seconds East, a distance of 103.90 feet to a point, thence North 29 degrees 41 minutes 59 seconds East, a distance of 796.14 feet to a point of intersection with an 80 foot wide roadway, utility and drainage easement (McMullen Bridge Road) for the terminal point of this easement.

Extending and shortening said easement so as to begin on the South boundary of the Northwest Quarter of the Southeast Quarter of Section 1, Township 3 South, Range 7 East, Taylor County, Florida, and ending on the Southerly right-of-way line of an 80 foot wide roadway, utility and drainage easement (McMullen Bridge Road)

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MONTICELLO, FLORIDA

PHONE: (850) 997-0301 FAX: (850) 997-8757
MADISON (850) 973-4333

Mar. 20, 2006

DATE

05-339-21(F)

JOB NO.

BYLAWS
OF
ECONFINA PRESERVE PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

Section 1. NAME. The name of the corporation is ECONFINA PRESERVE PROPERTY OWNERS ASSOCIATION, INC. (the “Association”).

Section 2. The principal office of the Association shall be located in the State of Florida, in such place as may be designated from time to time by the Board of Directors. The registered office of the Association may be, but need not be, identical with the principal office.

ARTICLE II
DEFINITIONS

All capitalized terms when used in these By-Laws, or any amendment hereto shall have the meanings set forth in that certain Declaration of Easements, Reservations and Protective Covenants entered into by Taylor Timberlands, LLC, a Florida limited liability company (the “Developer”) and duly recorded in the public records of Taylor County, Florida (the “Declaration”).

ARTICLE III
MEETINGS OF ASSOCIATION MEMBERS

Section 1. ANNUAL MEETINGS. The Annual Meeting of the Association Members shall be held during the third week of October each year or on a date and time designated by the Board of Directors. The election of directors, if one is required to be held, must be held at, or in conjunction with, the annual meeting. The Annual Meeting may be held in person and/or by real-time videoconferencing or similar real-time electronic or video communication.

Section 2. SPECIAL MEETINGS. Special meetings of the Association Members may be called at any time by (a) the President or by the Board or (b) by the holders of at least

ten percent (10%) of all the votes entitled to be cast on any issue proposed to be considered at a proposed special meeting upon the delivery to the Association's Secretary of one or more signed and dated written demands describing the purpose for the for which it is to be held. Any such special meeting call be the Association Members in the manner described in (b) above shall be held within sixty (60) days, but not less than five (5) days, after the delivery of such written demand by the holders of at least ten percent (10%) of the votes entitled to be cast at such meeting.

Section 3. PLACE OF MEETINGS. All meetings of the Association Members shall be held at such place, within the State of Florida, as determined by the Board.

Section 4. NOTICE OF MEETINGS. The association shall give all lot owners (referred to singularly as "Owner" and collectively as "Owners") and Members actual notice of all membership meetings, which shall be mailed, delivered, or electronically transmitted to the members not less than 14 days prior to the meeting. If mailed, notice will be deemed effective when deposited in the United States mail and addressed to the Member at the Member's address as it appears in the records of the Association, with postage thereon prepaid. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the association. In addition to mailing, delivering, or electronically transmitting the notice of any meeting, the association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system, if any, serving the association. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and comprehend the entire contents of the notice and agenda.

Section 5. MEMBERSHIP IN THE ASSOCIATION. Each and every Owner of a Lot shall automatically become and be an Association Member. In addition, for so long as Developer owns any part of the Property, Developer shall be an Association Member. Membership is established by the acquisition of fee title or fee interest in a parcel, whether by conveyance, devise or judicial decree. A new Parcel owner designated in a deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner shall thereby terminate. A new Parcel owner shall deliver a copy of the deed or other instrument of acquisition of title to the Association. The Association shall maintain a list of Members who are entitled to notice of a Members' meeting, with the address of each Member entitled to notice. Each member shall register his or her address with the Secretary of the Association.

Section 6. CLASSES OF VOTING RIGHTS. Members shall have the voting rights set forth in the Articles of Incorporation.

Section 7. TURNOVER. Control of the Association will be transferred to the Owners as provided in Section 720.307, Florida Statutes.

Section 8. QUORUM AND VOTING. The presence at the meeting of Association Members entitled to cast, or of proxies entitled to cast, twenty percent (20%) of the votes entitled to cast by all classes of the Association Members shall constitute a quorum for any action except as otherwise provided in the Articles, the Declaration, or these By-Laws; if, however, such quorum shall not be present or presented at any meeting, subsequent meetings may be called, subject to the same notice requirement, until the required quorum is present.

Section 9. PROXIES. At all meetings of Association Members, each Association Member may vote in person or by proxy. All proxies shall be in writing and filed with the Association's Secretary. Every proxy shall be revocable. A proxy shall be effective only for the specific meeting for which it was originally given, as the meeting may be lawfully adjourned and reconvened from time to time, and automatically expires 90 days after the date of the meeting for which it was originally given.

Section 10. ACTION BY ASSOCIATION MEMBERS. Except as may be otherwise specifically set forth in the Declaration, the Articles or these By-Laws, the vote of a majority of all votes entitled to be cast by all classes of the Association Members, present or presented by legitimate proxy at a legally constituted meeting at which a quorum is present, shall be the act of the Association Members. Notwithstanding the above, the affirmative vote of no less than two-thirds (2/3) of all votes entitled to be cast by the Association Members shall be required in order for the Association to (1) file a complaint, on account of an act or omission of Developer, with any governmental agency which has regulatory or judicial over the Project or any thereof; or (2) assert a claim against or sue Developer.

Section 11. WAIVER OF NOTICE. Any Association Members may, at any time, waive notice of any meeting of the Association Members in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by an Association Member at any meeting of the Association Member shall constitute a waiver of notice by him of the time and place thereof except where an Association Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the Association Members are present at any meeting of the Association Members, no notice shall be required and any business may be transacted at such meeting.

Section 12. INFORMAL ACTION BY ASSOCIATION MEMBERS. Any action which may be taken at a meeting of the Association Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Association Members who would be entitled to vote upon such action at a meeting and filed with the Secretary of the Association to be kept in the Association's minute book.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. NUMBER AND APPOINTMENT. The business and affairs of the Association shall be managed by a Board of Directors of not less than three (3) nor more than seven (7) directors, the exact number of which shall be determined from time to time by a majority of the owners. Commencing with the next election of directors to be held after 2021, the number of directors shall be five (5) unless otherwise determined by a majority of the owners.

Section 2. INITIAL DIRECTORS. The initial directors shall be named in the Articles of Incorporation. Such initial directors shall serve from the date upon which the Declaration is recorded in the public records for Taylor County, Florida, until such time as their successors are duly appointed or elected and qualified.

Section 3. NOMINATION AND QUALIFICATION. Except as otherwise provided herein or in Chapter 720, Florida Statutes, all members of the association shall be eligible to serve on the Board of Directors, and a member may nominate himself or herself as a candidate. An owner desiring to be a candidate for the board must give written notice of his or her intent to be a candidate to the association at least forty (40) days before a scheduled election. Boards of directors must be elected by a plurality of the votes cast by eligible voters. Any election dispute between a member and an association must be submitted to mandatory binding arbitration with the division or filed with a court of competent jurisdiction. Such proceedings that are submitted to arbitration shall be conducted in the manner provided by s. 718.1255, Florida Statutes, and the procedural rules adopted by the division.

Directors must be natural persons of 18 years of age or older and must be Members of this Association. A person who is delinquent in the payment of any fee, fine, or other monetary obligation to the Association on the day that he or she could last nominate himself or herself for the board may not seek election to the board, and his or her name shall not be listed on the ballot. A person serving as a board member who becomes more than 90 days delinquent in the payment of any fee, fine, or other monetary obligation to the association shall be deemed to have abandoned his or her seat on the board, creating a vacancy on the board to be filled according to law. The term "any fee, fine, or other monetary obligation" means any delinquency to the Association with respect to any parcel. A person who has been convicted of any felony in this state or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in this state, may not seek election to the board and is not eligible for board membership unless such felon's civil rights have been restored for at least 5 years as of the date on which such person seeks election to the board. The validity of any action by the board is not affected if it is later determined that a person was ineligible to

seek election to the board or that a member of the board is ineligible for board membership.

Section 4. ELECTION. Except as otherwise provided in this Article, including Section 1 hereof, directors shall be elected at and annual meeting of the Association and said elections shall be by written ballot. Proxies may not be used for the election of directors. At such election, the Association Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles, these By-Laws and the Declaration. Cumulative voting is not permitted. An election is not required unless more candidates are nominated than vacancies exist.

Section 5. TERMS OF OFFICE. Each director shall hold office for the term for which he was appointed or elected, or until his death, resignation, retirement, removal, disqualification, or until his successor is appointed or elected and qualified. The term of office shall be three (3) years.

Section 6. RESIGNATION AND REMOVAL. A director may resign at any time by delivering written notice to the Board of Directors or to the Association through one of its officers. A resignation is effective when the notice is delivered unless a later effective date is specified in said notice. Subject to Section 1 of this Article IV, any newly elected director may be removed from the Board, as provided in Chapter 720 Florida Statutes. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board even though less than a quorum of the Board, and shall serve for the unexpired term of his predecessor. The Association Members may elect a director at any time to fill any vacancy not filled by directors or, if applicable, not appointed by the Developer.

Section 7. COMPENSATION. No director shall receive compensation for any service he or she may render to the Association; however, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

Section 8. QUORUM AND VOTING. A majority of the number of Directors filed by these Bylaws shall constitute a quorum for the transaction of business. The act of a majority of Directors present, at a meeting at which a quorum is present will be the act of the Board of Directors. Directors may not vote by proxy or by secret ballot at board meetings, except that, secret ballots may be used in the election of officers.

ARTICLE V

MEETINGS OF DIRECTORS

Section 1. REGULAR MEETINGS. Meetings of the Board shall be held on a regular basis as often as the Board sees fit on such days and at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting shall fall upon a legal holiday, than that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. SPECIAL MEETINGS. Special meetings of the Board shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. QUORUM. A meeting of the board of directors of an association occurs whenever a quorum of the board gathers to conduct association business. All meetings of the board must be open to all members except for meetings between the board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. NOTICE. Notices of all board meetings must be posted in a conspicuous place in the community or on the Association's website at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each board meeting must be mailed or delivered to each member at least 7 days before the meeting, except in an emergency. Notwithstanding this general notice requirement, for communities with more than 100 members, the bylaws may provide for reasonable alternative to posting or mailing of notice for each board meeting, including publication of notice, provision of a schedule of board meetings, or the conspicuous posting and repeated broadcasting of the notice on a closed-circuit cable television system serving the homeowner's association. However, if broadcast notice is used in lieu of a notice posted physically in the community, the notice must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda.

Notice may be given by electronic transmission in a manner authorized by law for meetings of the board of directors, committee meetings requiring notice and annual and special meetings of the members; however, a member must consent in writing to receiving notice by electronic transmission. An assessment may not be levied at a

board meeting unless a written notice of the meeting is provided to all members at least 14 days before the meeting, which notice includes a statement that assessments will be considered at the meeting and the nature of the assessments. Rules that regulate the use of parcels in the community may not be adopted, amended, or revoked at a board meeting unless a written meeting notice is provided to all members at least 14 days before the meeting, which notice includes a statement that changes to the rules regarding the use of parcels will be considered at the meeting. Directors may not vote by proxy or by secret ballot at board meetings, except that secret ballots may be used in the election of officers. These notice requirements also apply to the meetings of any committee or other similar body, when a final decision will be made regarding the expenditure of association funds, and to any body vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the community.

Section 5. CHAIRMAN. A Chairman of the Board shall be elected by the directors and shall preside over all Board meetings until the President of the Association is elected. Thereafter; the President shall serve as Chairman. In the event there is a vacancy in the office of the Presidency, a Chairman shall be elected by the Board and serve until a new President is elected.

Section 6. PARTICIPATION BY CONFERENCE TELEPHONE. Any one or more directors may participate in a meeting of the Board by means of a conference telephone or similar communications device that allows all directors participating in the meeting and all Owners present at the meeting to simultaneously hear each other during the meeting, and such participation in a meeting shall be deemed presence in person at such meeting.

ARTICLE VI

POWERS OF THE BOARD

The Board, for the mutual benefit of the Association Members and the Owners, shall have the following specific powers and rights (without limitation of other powers and the rights the Board may have):

- (a). To enter into or assume Developer's obligations under and accept assignments of agreements with the appropriate governmental authorities to enable the Association to improve and maintain the Common Areas or portions thereof;
- (b). To make reasonable rules and regulations for the use and operation of the Common Areas, and to amend them from time to time;

(c). To enter into or assume Developer's obligations under and accept assignments of agreements or contracts with insurance companies with respect to insurance coverage relating to the Common Areas and/or the Association;

(d). To enter into or assume Developer's obligations under and accept assignments of agreements or contracts, including street lights leases, with utility companies with respect to utility installation, consumption and service matters relating to the Common Areas and/or the Association;

(e). Subject to the affirmative vote of no less than a majority of all votes present, in person or by proxy, at a duly held meeting of the Association Members at which a quorum is present, all in accordance with these Bylaws, to borrow funds to pay costs of operation of the Association, which borrowing may be secured by assignment or pledge of rights against delinquent Owners or by liens on other Association assets, if the Association Members see fit; provided; however, until such time as Developer no longer owns any portion of the Property, the Board may not mortgage any portion of the Common Area without prior written approval of Developer.

(f). To enter into or assume Developer's obligations under and accept assignments of contracts, maintain one or more bank accounts, and generally, to have all the powers necessary or incidental to the operation and management of the Association;

(g). To the extent permitted in the Declaration and these Bylaws, to sue or defend in any court of law on behalf of the Association;

(h). To levy assessments in accordance with the provisions of the Declaration;

(i). To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property of the Association and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency;

(j). To exercise for the Association all powers, duties and authority vested in or delegated by the Declaration, these Bylaws, or the Articles to the Association and not reserved to the Association Members or Developer by other provisions of the Declaration, these Bylaws or the Articles;

(k). To declare the office of a Member of the Board to be vacant in the event such member shall be absent, without the consent of the Board, from three (3) consecutive regular meetings of the Board, provided that Developer shall be entitled to replace any member of the Board elected or appointed by Developer;

(l). To employ a manager or firm to manage the affairs and property of the Association, to employ independent contractors or such other employees as the Board may deem necessary, and to prescribe their duties and to set their compensation;

(m). To enter into or assume Developer's obligations under and accept assignments of agreements or contracts with builders regarding the construction of Improvements on Lots located on the Property;

(n). To retain the services of legal and accounting firms;

(o). To cause all officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate;

(p). To the extent permitted in the Declaration, these Bylaws, and Chapter 720, Florida Statutes to enforce the provisions of the Declaration and any Additional or Supplementary Declaration and any rules made thereunder or hereunder and to enjoin and/or, at its discretion, seek damages or other relief and imposed fines for violation of such provisions or rules and/or by Special Individual Assessments against any Owner for violation of such provisions or rules pursuant to the provisions of the Declaration;

(q). To contract with any third party or any Association Members (including, without limitation, Developer) for performance, on the behalf of the Association, of service which the Association is otherwise required to performed pursuant to the terms of the Declaration and these Bylaws, upon such terms and for such consideration as the Board may deem proper, advisable and in the best interest of the Association;

(r). To employ or retain the services of professional architects or other persons to serve on or advise the Architectural Review Committee, if any;

(s). To grant all necessary easement and rights-of-way over and across the Common Areas when in its sole discretion it deems such an action to be necessary and appropriate, including but not limited to, easement for the installation and maintenance of electrical, telephone, cablevision, water, sewerage and other utilities and drainage facilities; provided, however, until such time as Developer no longer owns any portion of the Property, the Board may not grant such an easement of right-of-way without the prior written approval of Developer;

(t). Subject to the requirements of applicable law, to convey fee title to all or any part of the Common Area when in its sole discretion it deems such an action to be necessary and appropriate; provided, however, until such time as Developer no longer owns any portion of the Property, the Board may not convey any portion of the Common Area without the prior written approval of Developer;

(u). To take any and all other actions, and to enter into any and all other agreements as may be necessary or proper for the fulfillment of its obligations under the Declaration or these Bylaws or for the operational protection of the Association;

(v). To adopt reasonable rules from time to time governing conduct of Owners and other Persons occupying or otherwise located on the Property;

(w). To grant licenses to third parties, on such terms and conditions as the Board deem desirable, for the use of all or a portion of the Common Areas.

Notwithstanding anything contained herein to the contrary, none of the above described rights and powers of the Board shall be obligatory on the part of the Board, and the failure or refusal by the Board to implement any such rights and powers shall not constitute a breach or default by the Board of any duties or obligations arising hereunder or otherwise owing to the Association Members.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. OFFICERS. The officers of the Association shall be a President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. ELECTION OF OFFICERS. The elections of officers shall take place at the first meeting of the Board following the annual meeting of the Association Members.

Section 3. TERM. The Board shall elect each officer of the Association annually and each shall hold office for one (1) year or until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualified.

Section 4. SPECIAL APPOINTMENTS. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for one (1) year period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 5. RESIGNATION AND REMOVAL. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by given written notice of the Board, the President or the Secretary. Such resignation shall take effect on the day of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. VACANCIES. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

ARTICLE IX

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Association Member. The Declaration, the Articles and the Bylaws shall be available for inspection by any Association Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X

ASSESSMENTS

As described more particularly in, and subject to all respects to, the Declaration, each Member is obligated to pay to the Association, among other Assessments, charges and amounts, Annual Assessments, Special Assessments, and Special individual Assessments, all of which are secured by a continuing lien upon each Lot in the Property. Any Assessments which are not paid when due shall be delinquent. If an Assessment is delinquent, as more particularly described in the Declaration, the Assessment shall bear interest from the due date until the date such Assessment and interest thereon is paid at the rate of eighteen (18%) percent per annum or the highest rate permitted by law, whichever is less. The Association may also charge an administrative late fee not to exceed the greater of \$25 or 5 percent of the amount of each installment that is paid past the due date. The Association may bring an action of law or in equity against the Owner personally obligated to pay the same or foreclose the lien against the portion of the Property and improvements thereon owned by the defaulting Owner as of the Assessment due date. Additionally, the late charges, costs of collection and reasonable attorney's fees related to any such action or foreclosure shall be added to the amount of such Assessment, all as more particularly described in the Declaration. No Owner may exempt himself or herself from liability for Assessments or waive or otherwise escape liability from the Assessments by non-use of the Common Areas or abandonment of his or her property.

ARTICLE XI

CORPORATE SEAL

The Association may have a seal circular in form having within its circumference the name of the Corporation, the state of its incorporation, the year of its incorporation, and the word "SEAL".

ARTICLE XII

AMENDMENTS

Subject to the limitations hereinafter contained, the Articles and these Bylaws may be amended or modified at any time by a vote of no less than fifty-one percent (51%) of all votes entitled to be cast by the Association Members, which vote is taken at a duly held meeting of the Association Members at which a quorum is present, all in accordance with these Bylaws. Provided, however, if fifty-one percent (51%) of all votes entitled to be cast by the Association Members cannot be obtained the vote of fifty-one (51%) of all votes present at a duly held meeting of the Association Members at which a quorum is present and by, within (90) days of such vote, obtaining written consent to such amendment by Association Members holding a sufficient number of votes to comprise, along with such voting Association Members, a total of fifty-one percent (51%) of all votes entitled to be cast by Association Members.

Any "Developer related Amendment" shall be subject to the provisions of the Declaration. Prior to the transition of control of the Association to the Owners, Developer, without obtaining the approval of any other Association Members or any other Owner or Owners other than Developer, may make amendments or modifications to the Articles and these Bylaws.

Any amendment or modification effected pursuant to this Article XII shall become effective with respect to these Bylaws when an instrument is filed of record in the public records for Taylor County, Florida; provided, however, such an amendment or modification, in lieu of being executed by the Association Members voting for such amendment or modification, may contain a certificate of the Secretary of the Association stating that the amendment or modification has been voted on and approved by the requisite number of votes of the Association Members, as provided in the Article XII and when, with respect to the Articles, any amendment or modification is filed of record in the office of the Florida Secretary of State.

Notwithstanding anything herein containing to the contrary, prior to transition of control of the Association to the Members as provided in Section 720.307, Florida Statutes, and to the extent lawful, the Developer has the unilateral right to amend these Bylaws. Any such amendment or modification shall become effective when an

instrument executed by the Developer is filed of record in the public records for Taylor County, Florida.

ARTICLE XIII

MISCELLANEOUS

Section 1. The fiscal year of the Association shall begin on the first of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the day of incorporation.

Section 2. In the case of any conflict between the Articles and the Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and the Bylaws or the Articles, the Declaration shall control.

ARTICLES XIV

LIABILITY LIMITS; INDEMTIFICATION OF DIRECTORS, OFFICERS AND OTHERS

Neither Developer, nor any Association Member, nor the Board, nor the Association, nor any officers, directors, agents or employees of any of them shall be personally liable for debts contracted for or otherwise incurred by the Association or for a tort of another Association Member, whether or not such other Association Member was acting on behalf of the Association or otherwise. Neither Developer, nor the Association, nor their directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portions thereof or for failure to repair or maintained the same. Developer, the Association or any other person, firm or association making such repairs or maintenance shall not be liable for any personal injury or any other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises; improvements or portions thereof.

The Association shall, to the extent permitted by applicable law, and defend all members of the Board from and against all loss, cost, expense, damage, liability, claim, action or cause of action arising from or relation to the performance of the Board of its duties and obligations, except for any such loss, cost, expense, damage, liability, claim, action or cause of action resulting from the gross negligence or willful misconduct of the person(s) to be indemnified.

The Association shall indemnified any director or officer or former director or officer of the Association or any person who may have served on the request of the Association as a director or officer of another corporation, whether for profit or not for profit, against expenses (including attorney's fees) or liabilities actually and reasonably incurred by him or her in connection with the defense of or as a consequence of any threatened, pending or completed action, suit or proceeding (whether civil or criminal) in which he or she is made a party or was (or is threatened to be made) a party by reason of being or having been such director or officer, except in relation to matters as to which he or she shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of a duty.

The indemnification provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, these Bylaws, agreement, vote of Association Members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall insure to the benefit of the heirs, executors and administrators of such person.

The Association may purchase and maintained insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability.

The Association's indemnity of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association, as a director, officer, employee or agent of the Association, or is or was serving at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be reduced by any amounts such person may collect as indemnification (i) under any policy of insurance purchased and maintained on his or her behalf by the Association or (ii) from such other corporation, partnership, joint venture, trust or other enterprise.

Nothing contained in this Article XIV, or elsewhere in these Bylaws, shall operate to indemnify any director or officer if such indemnification is for any reason contrary to any applicable state or federal law.

ARTICLE XV

PROVISIONS RELATED TO SUWANEE RIVER WATER MANAGEMENT DISTRICT

Amendments to the Bylaws which directly or indirectly impact operation and maintenance of the Surface Water Management System, including, but without limitation, all lakes, ditches, canal retention or detention areas, drainage, other Surface Water Management works, and preservation or conservation areas, wetlands or wetlands mitigation areas which are owned by the association or the owners in common, may be made only after approval of the Suwanee River Water Management district.

Such approval shall be in a form of modification to any and all permits issued by the Suwanee River Water Management District under the lawfully adopted rules of the Suwanee River Water Management District in effect at the same time of application for such modification. Amendments to the Bylaws which do not impact operations of maintenance of the system maybe made without authorization of the Suwanee River Water Management District; however, copies of any and all such amendments shall be forward to the District within (30) days of approval.

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member or any representative of the Suwanee River Water Management District.

At any meeting, whether annual or special called meeting, of the members or the directors, at which a motion is made concerning The Surface Water or Storm Water Management System(s) a motion may only be voted upon a meeting at which the Suwanee River Management District has been given at least 10 days written notice and to which the Suwanee River Management District is invited to attend by it's representatives.

ARTICLE XVI

DISCLOSURE

Owners shall comply with the disclosure requirements set forth in Part II of Chapter 720. The current requirements are set forth in Exhibit A to these Bylaws.

EXHIBIT A

DISCLOSURE

A PROSPECTED PARCEL OWNER IN A COMMUNITY MUST BE presented a disclosure summary before executing the contract for sale. The disclosure summary must be in a form substantially similar to the following:

DISCLOSURE SUMMARY FOR ECONFINA PRESERVE PROPERTY OWNERS ASSOCIATION

1. AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNER'S ASSOCIATION.
2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$400.00 PER YEAR. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$0 PER N/A.
4. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
5. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
6. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$0 PER N/A.
7. THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
8. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FOR ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD

REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.

9. THESE DOCUMENTS ARE EITHER MATTERS OF PUBLISH RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

DATE:

PURCHASER: _____

PURCHASER: _____

The disclosure must be supplied by the developer, or by the parcel owner if the sale is by an owner who is not the developer. Any contract or agreement for sale shall refer to and incorporate the disclosure summary and shall include, in prominent language, a statement that the potential buyer should not execute the contract or agreement until they have received and read the disclosure summary required by this section.

(b) Each contract entered into for sale of property governed by covenants subject to disclosure required by this section must contain in conspicuous type a clause that states:

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THE CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTAIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE CLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

(c) If the disclosure summary is not provided to a prospective purchaser before the purchaser executes a contract for the sale of the property governed by covenants that are subject to disclosure pursuant to this section, the purchaser may void the contract by delivering to the seller or the seller's agent or representative written notice canceling the contract within 3 days after receipt of the disclosure summary or prior to closing, whichever occurs first. This right may not be waived by the purchaser but terminates at closing.