

Exhibit B

**DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS**

**KNOW ALL MEN BY THESE PRESENTS:** That this Declaration of Restrictions and Protective Covenants is made and entered into by BKL-DENUNE, Inc., a Florida corporation, hereinafter referred to as the "Seller".

**WITNESSETH**

WHEREAS, the Seller is the owner of certain real property in Columbia County, Florida, which is more particularly described as:

Lots 13, 14 & 16, Ford Lane Highlands

NOW, THEREFORE, the Seller hereby declares that the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

(1) No permanent dwelling shall be permitted which has a ground floor area, exclusive of open porches or garages, of less than 750 square feet. Mobile homes and modular housing will be allowed, providing they meet the minimum square footage requirement and are in good condition. Mobile homes must not be older than seven (7) years at the time they are placed on the Property. Developer reserves the right to approve mobile homes that do not meet the above requirements. All mobile homes must be skirted within sixty (60) days of delivery to the Lot. All improvements to the Lot shall be done in a neat and orderly manner. All mobile homes must be properly permitted by Columbia County. Only two (2) dwellings are permitted on each lot per Columbia County Building and Zoning, and only if each dwelling is on a ten acre parcel.

(2) Travel trailers, campers and motorhomes shall not be used as living quarters on any lot permanently, but may be used on a temporary basis as, and only if, they meet Columbia County Building and Zoning requirements.

(3) No noxious or offensive trade or activity shall be carried on upon the property, nor shall anything be erected thereon for any type of commercial purposes or which may be or become an annoyance or nuisance. No sign of any kind shall be displayed on the parcel, except one sign of not more than five square feet advertising the property for sale or rent.

(4) The Owner shall keep their parcel clean and cleared of cumulative growth and rubbish (trash, junk, garbage, abandoned automobiles, etc.).

(5) No swine shall be raised, bred or kept on the parcel. Dogs, cats and other pets may be kept, so long as they are within the confines of a fence, pen, etc., or within the Owner's dwelling place. Large animals shall be limited to one per acre, i.e., one (1) cow or one (1) horse per acre. Animal pens shall be kept clean and neat in appearance. All animals shall be maintained so as not to be a nuisance.

(6) If any Owner, person, firm or corporation, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants contained herein, it shall be lawful for the Seller, its successors in title to Prosecute and proceed at law or equity against the Owner, person, firm or corporation, or their heirs, successors or assigns, violating or attempting to violate the covenants herein, and obtain any injunctive relief or other remedy provided by law, including but not limited to, damages, costs and attorney's fees, including any appeals. Said costs may be collected by the placing of a lien thereof against the parcel and by its foreclosure in due and legal manner.