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DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

FOR

CROSSWINDS, PHASE ONE

WHEREAS, DELTA OMEGA PROPERTIES, INC., (herein "Developer"), is the owner of CROSSWINDS, PHASE ONE, a subdivision according to plat thereof recorded in Plat Book 8, Pages 79-82, of the public records of Columbia County, Florida, and for the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision, hereby declare that all of the real property hereafter described and each part thereof shall be held, sold, and conveyed only subject to the following covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the following described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof:

SEE SCHEDULE A ATTACHED HERETO

ARTICLE I

DEFINITIONS

The following words when used in this Declaration shall have the following meaning unless the context requires otherwise:

A. "Developer" means Delta Omega Properties, Inc. and its successors and assigns.

B. "Lot" shall mean any plot of land shown on the recorded subdivision map referred to above with the exception of any common areas.

C. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote

a healthy, weed-free environment for optimum plant growth. If a lot is vacant, the lot shall be maintained by the Developer.

D. "Owner" shall mean the record owner, other than Developer, whether one or more persons or entities, of a fee simple title to any lot which is a part of the subdivision, and shall include contract sellers, but shall not include those holding title merely as security for the performance of an obligation.

E. "Subdivision" shall mean the subdivided real property hereinbefore described.

F. "Properties" shall mean the land contained in the above entitled Subdivision and any additional parcels of land which may, from time to time, be subject to the provisions of this Declaration by a Supplemental Declaration recorded in the public records of Columbia County, Florida, or a substantially similar Declaration recorded in said public records.

G. "Dwelling" or "Residence" shall mean an individual single family home.

ARTICLE II

ARCHITECTURAL CONTROL

1. RESIDENCE SIZE: Only permanent dwellings shall be permitted which contain a minimum of 1400 square feet heated area. No mobile homes shall be placed on the property. All dwellings must have an attached and enclosed two-car garage of not less than twenty (20) feet by twenty-two (22) feet.

2. NUMBER OF DWELLINGS: No more than one (1) residential dwelling shall be allowed on each lot. Detached utility buildings, pump houses or storage buildings located on a lot shall conform to the setback lines in Paragraph 9 hereof. Such detached buildings shall be constructed of new material and maintained in like fashion of dwelling.

ARTICLE III

USE RESTRICTIONS

3. RESIDENTIAL USE: The lots shall be used for residential purposes only, except that so long as the Developer is the owner of a lot in Crosswinds, Phase One, a model home may be maintained and used as a real estate sales office. The restriction for residential purposes shall not preclude a lot or a portion thereof

from being used for ingress or egress to adjacent property or for private or public roadway purposes. No business or commercial building may be erected on any lot and no business may be conducted thereon. No billboards or advertising signs shall be erected on any lot, except such signs as may be reasonably required for sale purposes.

4. EASEMENTS: Easements for installation and maintenance of utilities and for ingress and egress thereto are reserved as shown on the Plat. Within these easements, no structure, planting or other material may be placed or permitted to remain if it will interfere with vehicular traffic or prevent the maintenance of utilities. However, sod, ornamental shrubs and fencing may be placed on said easements, but if it is necessary for such plantings and fences to be removed for installation or repair of utilities, then such removal shall be at the Owner's expense. Any damage caused to pavements, driveways, drainage structures, sidewalks, or other structures, or landscaping in the installation and maintenance of such utilities by a Lot Owner shall be promptly restored and repaired by the party whose installation or maintenance caused the damage. All utilities installed from a street or the main supply of power to a home or other building shall be installed and maintained underground. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except those improvements for which a public authority or utility company is responsible.

5. NUISANCES: No noxious, offensive, or hazardous activities shall be maintained upon the Properties, nor shall anything be allowed thereupon which may be or become an annoyance or nuisance. Anything to the contrary herein notwithstanding, normal ground or roof rain water run-off from one portion of the Properties to another shall not be a nuisance and easements are hereby reserved over and upon all portions of the Properties for such run-off.

6. PETS, LIVESTOCK AND POULTRY: No cattle, swine, sheep, goats, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets, may be kept, provided that they are not kept, bred or maintained for any commercial purposes, and provided that they do not run loose

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without a leash outside of Owner's Lot, or otherwise cause an annoyance or nuisance.

7. GARBAGE DISPOSAL: No garbage, refuse, trash, rubbish, or other waste materials shall be kept or permitted on any Lot except in secured sanitary containers with locking lids. Every such container shall be shielded from view by a wall or similar enclosure, except for days when curbside trash pickup may be available.

8. REFLECTIVE MATERIALS: No building shall have any aluminum foil placed in any window or glass door or any other reflective substance placed on any window or door.

9. SETBACKS & FENCING: All buildings will be set back at least thirty (30) feet from the front lot line; fifteen (15) feet from the rear lot line; and ten (10) feet from the interior side lot lines. If a residential building is erected on more than one (1) lot, the setback restrictions referred to herein shall apply only to the extreme side lines of the combined lots. Any fences must be constructed with new materials other than farm fencing, and no fence shall be placed nearer to the street than the rear of the dwelling. No outside clothes lines for drying laundry are permitted.

10. COMMERCIAL TRUCKS, TRAILERS, CAMPERS AND BOATS: No semi-trucks or trailers shall be parked on any lot or any street shoulders at any time. All other trucks, commercial vehicles, campers, motor homes, boats, house trailers, boat trailers, other trailers, and hobby or recreational vehicles of every other description must be parked or stored in the rear of the lot. The only exception is for construction trailers during the periods of approved construction on the Lots. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pickup, delivery and other commercial services, or to temporary parking of recreational vehicles owned by persons visiting an Owner for no more than a 14-day period.

11. SWIMMING POOLS: Swimming pools upon any of the parcels herein effected may be inground or aboveground, fenced and enclosed by a fence of not less than four (4) feet in height. Entrance to all swimming pools will be afforded by a gate opening in said fence

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and all said gates shall be properly equipped with an adequate locking device so that the swimming pool may be locked or secured.

12. ADDITIONAL BUILDINGS: No building of any description and no addition to any existing building shall be erected upon or allowed to occupy any lot until the plans and specifications of such building or addition and the contractors thereof and its location thereof shall have been approved in writing by the Developer; provided, further, that any building or other structure created without the Developer's approval of the plans, specifications and location thereof, shall not violate any of the restrictions herein convened and shall conform to and be in harmony with existing structures in the subdivision.

13. PROMPT CONSTRUCTION COMPLETION: The erection of any building or repair of any building shall be completed as promptly as possible with construction progressing without any interruption of work for more than 60 days. Should the Owner leave such building in an incomplete condition for a period of more than 3 months, the Developer is authorized and empowered either to tear down and clear from the premises the uncompleted portion of such structure, or to complete same at its sole discretion; and in either event, the expense incurred shall be charged against the Owner's interest therein and shall be an enforceable lien upon the land and premises involved. Lots must be landscaped within 30 days of completion of construction, or within 30 days from date of occupancy.

14. ACCESS CULVERTS: Access culverts must be installed within the adjoining road right-of-way adjacent to a lot prior to commencement of any construction or land development activity. The bottom of that culvert must be at the same elevation as the bottom of the drainage ditch in which the culvert is installed, have mitered ends and ends covered with concrete. The drainage ditches adjacent to a lot may not be filled in at any time, even on a temporary basis.

15. PROPERTY MAINTENANCE: All lots and improvements thereon shall, at all times, be maintained in a clean and neat condition. No lot shall be used for a junk yard, dumping ground, or for the accumulation of garbage or other refuse, foul smelling matter, or

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other uses which would be detrimental to the comfort, health and safety of the inhabitants of the surrounding area. All vacant lots shall be kept free of any accumulation of brush, weeds, trash and other material which would constitute a fire hazard or render the lot unsightly. If the owner fails to remove any trash, junk or otherwise maintain his property after thirty (30) days written notice from Developer (or any successor to Developer), Developer (or such successor) shall have the right to remove any such trash or clean up the lot at the expense of the owner.

16. TOWERS AND ANTENNAS: No towers, antennas or other TV reception structures, except satellite dishes of less than 18 inch diameter, may be placed on any Lot unless prior written approval is obtained from the Developer. Any satellite dishes for television reception shall be placed in the back yard of the dwelling.

17. STREET LIGHTING: The owner of each lot shall participate in the street lighting program with Clay Electric in order that the streets are well lighted. Each owner shall pay his prorata share of the cost of that street lighting program directly to Clay Electric which shall be included in the monthly bill from Clay Electric.

ARTICLE IV

GENERAL PROVISIONS

18. DURATION: The Covenants and Restrictions of this Declaration shall run with the land comprising the above entitled Subdivision, and shall inure to the benefit of and be enforceable by the Developer or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns for a term of 20 years from the date this Declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of 10 years each unless otherwise agreed to in writing by the then Owners of at least two-thirds of the Lots, which agreement shall be recorded among the public records of Columbia County, Florida.

19. NOTICE: Any notice required to be sent to any Owner shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the Lot, or to the last known

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address, if not the Lot, of the person who appears on the Developer's records as Owner at the time of such mailing.

20. VIOLATION: The violation of these Protective Covenants shall grant Developer or any owner, in addition to all other remedies, the right to bring legal action to enjoin such violation or compel compliance with the terms hereof. All costs of such litigation, including a reasonable attorney's fees to the prevailing party's attorney, shall be paid by the owner found to be in violation.

21. ENFORCEMENT: Enforcement of these Covenants and Restrictions shall be authorized by any owner or by the Developer, so long as the Developer is the owner of a lot, and shall be 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 Lot to enforce any lien created by these Covenants; and failure by the Developer, or any Association or any Owner to enforce any Covenants or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party shall recover his reasonable attorney's fees and costs from the non-prevailing party in any action to enforce these Covenants and Restrictions, or foreclosure any lien arising hereunder.

22. ADDITIONS AND AMENDMENTS: Developer reserves and shall have the sole right to amend these Restrictions and Protective Covenants for the purpose of curing any ambiguity in or any inconsistencies between the provisions contained herein. The Developer may include in any contract or deed or other instrument hereafter made additional covenants and restrictions which are not inconsistent with and which do not lower the standard of the Covenants and Restrictions set forth herein. The covenants, restrictions, easements, charges and liens of this Declaration may be amended only upon the execution and recordation of any instrument executed by:

- (1) Developer, for so long as it holds title to any Lot affected by this Declaration; or alternatively;
- (2) by Owners holding not less than two-thirds of the total Lots, provided that so long as the Developer is the Owner of or holds an interest in any portion of the Properties

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affected by this Declaration, the Developer's written consent must be obtained;

- (3) No Lot Owner may impose any additional covenants or restrictions on the Properties without the written consent of Developer.
- (4) When a building has been erected or construction thereof substantially advanced, and is situated on any lot or lots in such a manner that the same constitutes a violation or violations of these restrictions, Developer shall have the right, at any time, to waive and release such lot from the provisions and requirements of these restrictions, provided, however, that Developer shall not release a violation or violations of such covenants and restrictions except as to violations determined to be minor, and the power to release any such lot from any violation or violations shall be dependent on the determination of Developer that the violation or violations for which releases are given are minor.

23. WETLAND PROTECTION:

A. The owner of any real property covered by the restrictions shall refrain from obstructing the natural drainage of the real property herein and shall keep any natural drainage ways as may exist on said real property clear so as not to interfere with drainage plans approved by the Suwannee River Water Management (hereinafter "SRWMD"). No activity of any type shall be conducted within any area described as a wetland (as defined in 373.019(22), Florida Statutes (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for CROSSWINDS, PHASE ONE. Furthermore, the owner of any real property covered by these restrictions shall refrain from any activity inconsistent with the permit and/or easement issued by the SRWMD, including but not limited to: (1) constructing or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above any area described as a wetland (as defined in 373.019(22), Florida Statutes (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for CROSSWINDS, PHASE ONE; (2) Dumping or placing soil or other substances or material as land fill or dumping or placing of trash, waste or unsightly or offensive materials on or above any area described as a wetland (as defined in 373.019(22), Florida Statutes (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for CROSSWINDS, PHASE ONE; (3) Removing or destroying any trees, shrubs or other vegetation on or above an area described as a wetland (as defined

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in 373.019(22), Florida Statutes (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for CROSSWINDS, PHASE ONE; (4) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to effect any area described as a wetland (as defined in 373.019(22), Florida Statutes (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for CROSSWINDS, PHASE ONE; (5) Activities detrimental to drainage, flood control, water conservation, or fish and wildlife habitat preservation of any area described as a wetland (as defined in 373.019(22), Florida Statutes (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for CROSSWINDS, PHASE ONE, and (6) Acts or uses detrimental to the retention of any area described as a wetland (as defined in 373.019(22), Florida Statutes (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for CROSSWINDS, PHASE ONE.

B. In addition to any available administration remedies, the SRWMD shall retain the right to institute a civil action in any Court of Competent jurisdiction to enforce these restrictions in an action at law or in equity. The prevailing party in any administrative or other civil action shall be entitled to an award of reasonable attorney's fees and costs.

24. SEVERABILITY: Invalidation of any one of these Covenants or Restrictions or any clause, phrase, word or part thereof by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

25. SUBORDINATION: No breach of any of the conditions herein contained or re-entry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the Subdivision or any Lot therein; provided, however, that such conditions shall be binding on any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

26. EFFECTIVE DATE: This declaration shall become effective upon its recordation in the public records of Columbia County, Florida.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of this 6th day of June, 2006.

Signed, sealed and delivered in the presence of:

DELTA OMEGA PROPERTIES, INC.

(First Witness)

TERRY MCDAVID
Printed Name

By: James Rhett Smithey (SEAL)
James Rhett Smithey
President

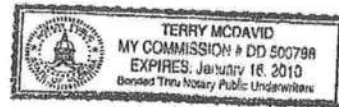
(Second Witness)

DAVID A. WILKINSON
Printed Name

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this 6th day of June, 2006 by James Rhett Smithey, President of Delta Omega Properties, Inc., a State of Florida corporation, on behalf of the corporation. He is personally known to me and did not take an oath.

TERRY MCDAVID
Notary Public



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SCHEDULE A

All lots in CROSSWINDS, PHASE ONE, a subdivision according to the plat thereof recorded in Plat Book 8, Pages 79-82 of the public records of Columbia County, Florida.

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