

THIS INDENTURE made this 20th day of September, 1979

between GEORGINA MACLAY BOWERS, residing at 17 Forest Hill Road, Darien, Connecticut, individually and as Trustee of the Trust under the last Will and Testament of Alfred B. MacLay, Sr., late of the County of Leon, State of Florida, deceased, HARRY JANE MACLAY, residing at 9843 Sagamore Road, Leawood, Kansas 66204, and ALFRED BARNORE MACLAY III, residing at Route 10, Evergreen, Colorado, co-trustees of the Trust under Article Fifth of the last Will and Testament of Alfred B. MacLay, Jr., late of the County of New York, State of New York, deceased, ROBERT H. MACLAY, residing at 9212 Ewing Drive, Bethesda, Maryland, JOHN B. MACLAY, residing at 135 West Third Avenue, Denver, Colorado, and ALFRED B. MACLAY III, residing at Route 10, Evergreen Colorado, party of the first part, and POWERHOUSE, INC., a Florida corporation, having an office at, and the post office address of which is, Melanoe Plantation, Tallahassee, Florida, party of the second part.

W I T N E S S E T H I :

That the said party of the first part, for and in consideration of the sum of Two Hundred Thousand Five Hundred Fifty Dollars (\$200,550) to them in hand paid by the party of the second part (of which \$56,000 has been paid in cash and the balance of \$144,550 by the party of the second part executing and delivering a note in that amount to the party of the first part), the receipt whereof is hereby acknowledged, does hereby grant, bargain, and sell to the said party of the second part, its heirs and assigns forever,

All that certain plot, piece or parcel of land, situate, lying and being in the County of Leon, State of Florida, bounded and described as follows, to wit:

Commence at a concrete monument marking the Southwest corner of Section 5, Township 1 North, Range 1 East, Leon County, Florida, (also the Southeast corner of Section 6, Township 1 North, Range 1 East, Leon County, Florida), and run thence North 00 degrees 34 minutes East along the Section line 1338.76 feet to a concrete monument, thence South 89 degrees 56 minutes 41 seconds West along the South boundary of the North half of the Southeast quarter of said Section 6 a distance of 1326.63 feet to a concrete monument,

thence North 89 degrees 32 minutes 15 seconds West along said South boundary 1323.29 feet to a concrete monument, thence North 00 degrees 06 minutes 45 seconds West along the West boundary of the East Half of said Section 6 a distance of 3983.74 feet to the South right of way boundary of a 66 foot county roadway known as Andalusia Drive (also being the North boundary of said Section 6), thence South 89 degrees 48 minutes 14 seconds East along the South right of way boundary of said 66 foot county roadway and along the Section line 916.52 feet to a point of curve to the right, thence leaving the North boundary of said Section 6 run along said right angle of 23 degrees 17 minutes 53 seconds, for an arc distance of 463.66 feet, thence South 66 degrees 30 minutes 21 seconds East along the southerly right of way boundary of said 66 foot county roadway 984.34 feet to a concrete monument, thence North 15 degrees 56 minutes 05 seconds East 66.58 feet to the northerly right of way of said Andalusia Drive and the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 15 degrees 56 minutes 05 seconds East 201.75 feet to a concrete monument marking the Southwest corner of property deeded to the State of Florida and recorded in Deed Book 155, Page 71 and 72 of the Public Records of Leon County, Florida, thence Southeasterly along the boundary of said State of Florida property as follows: South 66 degrees 30 minutes 21 seconds East 1769.60 feet to a concrete monument, thence South 60 degrees 31 minutes 01 second East 764.21 feet to a concrete monument, thence South 38 degrees 11 minutes 10 seconds East 1389.54 feet to a concrete monument, thence South 60 degrees 28 minutes 22 seconds East 1919.61 feet, thence leaving said boundary of the State of Florida property, run South 29 degrees 31 minutes 38 seconds West 200.00 feet to the Northerly right of way boundary of said Andalusia Drive, run thence Northwesterly along said Northerly right of way boundary as follows: North 60 degrees 28 minutes 22 seconds West 1740.14 feet to a point of curve to the right, thence along said curve with a radius of 1110.98 feet, through an arc distance of 432.15 feet, thence North 38 degrees 11 minutes 10 seconds West 937.59 feet to a point of curve to the left, thence along said curve with a radius of 1180.80 feet, through a central angle of 22 degrees 19 minutes 51 seconds, for an arc distance of 460.21 feet, thence North 60 degrees 31 minutes 01 second West 329.72 feet to a point of curve to the left, thence along said curve with a radius of 2895.14 feet, through a central angle of 05 degrees 59 minutes 20 seconds, for an arc distance of 382.62 feet, thence North 66 degrees 30 minutes 21 seconds West 1581.19 feet to the POINT OF BEGINNING, containing 26.74 acres, more or less.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its heirs and assigns forever.

AND the said party of the first part does hereby fully warrant the title to said premises and will defend the same against the lawful claims of all persons whomsoever.

SUBJECT TO: OFC 945 PAGE 759
REC

(a) Zoning and restrictions and prohibitions imposed by governmental authority;

(b) Restrictive covenants of record;

(c) Public utility easements of record, if any;

(d) Taxes for 1979 and subsequent years;

(e) Restrictive covenants hereinafter set forth;

(F) State of facts shown on survey of the premises dated August 7, 1979 prepared by Broward, Davis & Associates, Inc.

IN CONSIDERATION of the conveyance of the premises to it, the party of the second part does hereby establish that the aforesaid premises shall be owned, held, transferred and conveyed subject to the restrictive covenants and conditions hereinafter set forth which shall apply to and be covenants running with the land. The party of the second part and its heirs, successors, and assigns do hereby covenant and agree, and every owner, present and future, of the premises or any part thereof, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed of conveyance, including any purchaser at a judicial sale, shall hereafter be deemed to covenant, to comply with, and to be bound, by these restrictive covenants and conditions:

(a) The premises shall be used only for single family residential dwellings.

(b) The size of each subdivided lot within the premises shall be not less than one acre, with not less than 300 feet of frontage along MacLay Road (also known as Andalusia Drive), with the east and west boundaries of each lot running the full depth of the premises from said MacLay Road to the boundary line of the premises with the property owned by the State of Florida pursuant to a deed recorded in Deed Book 155, pages 71 and 72 of the Public Records of Leon County, Florida, known generally as Alfred B. MacLay Gardens State Park.

(c) The dwelling located on each lot shall have front and sideyard setbacks of not less than 50 feet each from the property line and a rear setback of not less than 30 feet from the property line; the garage located on each lot shall have the same setback requirements except that the sideyard setbacks for the garage shall be not less than 20 feet from the property line.
(d) The dwelling located on each lot shall contain not less than 1,800 square feet of floor area, shall cover no more than 25% of the area of each lot, and shall be no more than 35 feet high.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.
IN WITNESS WHEREOF, the party of the first part has hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

ME TO:

Georgiana MacLay Powers

Georgiana MacLay Powers

~~Georgiana MacLay Powers~~
(SIGNED)
Georgiana MacLay Powers,
individually and as trustee
of the Trust Under the Last
Will and Testament of Alfred
B. MacLay, Sr.

Nary Jane MacLay

Nary Jane MacLay

~~Nary Jane MacLay~~
(SEAL)
Nary Jane MacLay,
as trustee of the Trust Under
Article Fifth of the Last Will
and Testament of Alfred B.
MacLay, Jr.

Alfred Baymore MacLay, III

Alfred Baymore MacLay, III

~~Alfred Baymore MacLay, III~~
(SEAL)
Alfred Baymore MacLay, III,
individually and as trustee
of the Trust Under Article
Fifth of the Last Will and
Testament of Alfred B. MacLay, Jr.

Robert H. MacLay

OFF
REC

945 PAGE 761

Robert H. MacLay

Robert H. MacLay

Robert H. MacLay (SEN.)

Robert H. MacLay

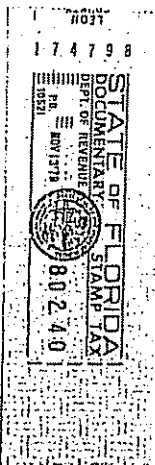
John B. MacLay

John B. MacLay

John B. MacLay

John B. MacLay (SEN.)

John B. MacLay



I hereby certify that on this day before me an officer,
duly authorized in the state aforesaid and in the county aforesaid
to take acknowledgments, personally appeared MARY JANE
MAGLAY, to me known and known to be the person described in and
who executed the foregoing instrument as Trustee of the Trust
Under Article Fifth of the last Will and Testament of ALFRED B.
MAGLAY, Jr., and she acknowledged before me that she executed
the same as such Trustee.

WITNESS, my hand and official seal in the county and
state last aforesaid this 21 day of SEPTEMBER, 1979.

My commission expires:

August 4, 1979

Sandra Henderson
Notary Public
SANTA HELENA



STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

I hereby certify that on this day before me an officer,
duly authorized in the state aforesaid and in the county aforesaid
to take acknowledgments, personally appeared GEORGIANN MAGLAY
BOWERS, to me known and known to be the person described in and
who executed the foregoing instrument individually and as Trustee
of the Trust Under the last Will and Testament of ALFRED B. MAGLAY,
Sr., and she acknowledged before me that she executed the same
individually and as such Trustee.

WITNESS, my hand and official seal in the county and
state last aforesaid this 20th day of September, 1979.

My commission expires:
March 30, 1980

Louise B. Williams
Notary Public
(Notary Seal)

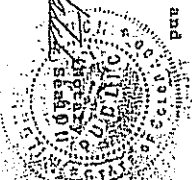


STATE OF COLORADO)
COUNTY OF CLEAR CREEK) ss.:
OFF 945 PAGE 763
REC

I hereby certify that on this day before me an officer,
duly authorized in the state aforesaid and in the county afore-
said to take acknowledgements, personally appeared ALFRED BARNHORN
MACLAY, III, to me known and known to be the person described in
and who executed the foregoing instrument individually and as
Trustee of the Trust Under Article Fifth of the Last Will and
Testament of ALFRED B. MACLAY, JR., and he acknowledged before me
that he executed the same individually and as such Trustee.

WITNESS, my hand and official seal in the county and
state last aforesaid this 25th day of September, 1979.

My commission expires: 9/21/81
Michael S. ...
Notary Public

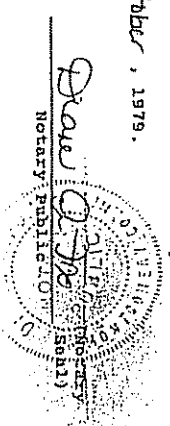


STATE OF MARYLAND)
COUNTY OF MONTGOMERY) ss.:

I hereby certify that on this day before me an officer,
duly authorized in the state aforesaid and in the county afore-
said to take acknowledgements, personally appeared JOHN B. MACLAY,
to me known to be the person described in and who executed the
foregoing instrument and acknowledged before me that he executed
the same.

WITNESS, my hand and official seal in the county and state
last aforesaid this 1st day of October, 1979.

My commission expires:
7/1/82



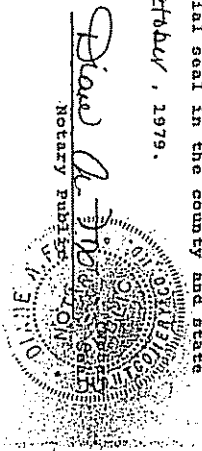
STATE OF MARYLAND)
: ss.: OFF 945 PAGE 764
COUNTY OF MONTGOMERY)

I hereby certify that on this day before me an officer,
duly authorized in the state aforesaid and in the county aforesaid
to take acknowledgments, personally appeared ROBERT H. MACLAY,
to me known to be the person described in and who executed the
the foregoing instrument and acknowledged before me that he
executed the same.

WITNESS, my hand and official seal in the county and state
last aforesaid this 1st day of October, 1979.

My commission expires:

7/1/82



RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
IN THE BOOK & PAGE HIR.
Nov 13 1 59 PM 1979
AT THE TIME & DATE NOTED
PAUL F. HARRISFIELD
CLERK OF CIRCUIT COURT

483063

DECLARATION OF RESTRICTIONS
MACLAY ROAD PROPERTY CFF 9 52 PAGE 528
POWERHOUSE, INC.

KNOW ALL MEN BY THESE PRESENTS:

That Powerhouse, Inc., a Florida corporation, herein called the Owner, is the owner of the property in Leon County, Florida described in the attached Exhibit "A".

The Owner, for itself and its successors, legal representatives and assigns, hereby restrict the use of aforesaid property and do hereby place upon said land, as described aforesaid, the following covenants and restrictions:

GENERAL PROVISIONS

1. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by any person owning land described above, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-owners of two-thirds of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part provided, however, that no such agreement to change shall be effective unless made and recorded one hundred eighty(180) days in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken, unless provided otherwise by law.

2. Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as owner on the official records of Leon County, Florida, at the time of such mailing.

3. Enforcement of these covenants and restrictions 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 land to enforce any lien created by these covenants. Failure by any owner to enforce any covenant or restriction herein shall not be deemed a waiver of the right to do so hereafter.

4. Invalidation of any one of these covenants or restrictions shall not affect any other provisions contained herein.

AMENDMENTS

5. The Owner of the land described in the attached Exhibit "A" and referred to herein above, reserve and shall have the sole right for:

(a) amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein,

(b) include in any contract or deed subsequent Declarations of Covenants and Restrictions or other instrument hereafter made and additional covenants and restrictions applicable to the land which do not lower the standards of the covenants and restrictions contained herein,

This instrument was prepared in the law office of
AUSLEY, McMULLEN, McGENEE, CAROTHERS & PROCTOR
Washington Square Building, Tallahassee, Florida
under the supervision of WILLIAM M. SMITH.

RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA
IN THE 9304 & PAGE 110.
FEB 7 9 30 AM 1980
FILED IN THE CIRCUIT COURT
TALLAHASSEE, FLORIDA

491721

(c) release any building or plot from any part of the covenants and restrictions which have been violated including, without limiting the foregoing, violations of building restrictions and provisions hereof relating thereto if the Owner, in its sole judgment, determines such violation to be insubstantial.

ADDITIONAL COVENANTS

6. The property owners shall not, without the prior written approval of the Owner, impose any additional covenants or restrictions on any part of the land shown in the attached Exhibit "A", referred to herein above except as provided in paragraph 1.

LAND USE

7. Each parcel shall be limited in use to one single-family residential dwelling. Parcels shall not be further subdivided. Once the construction of any building has begun, work thereon shall be continued with expedience and diligence until the full completion thereof.

PROHIBITION OF MOBILE HOMES

9. No modular home, mobile home, either single- or double-width or other configuration, lean-to or any temporary structure of any kind shall be allowed on the property at any time. A trailer of any kind, including a boat trailer, or a motor home, may be located on a parcel only if it is in a covered storage area.

SIGNS

10. No sign of any kind other than a sign designating the residence of the owner, shall be displayed to the public view on any parcel except one sign of not more than five square feet advertising the property for sale or rent.

NUISANCES

11. No noxious or offensive activity shall be carried on upon any parcel or shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or tend to damage or destroy either private or public property. Except for household pets, no animals shall be allowed on any parcel.

PRESERVATION OF NATURAL ENVIRONMENT

12. No tree or shrub larger than two (2) inches in diameter shall be cleared within twenty-five (25) feet of the side lot line and rear lot line nor within fifty (50) feet of any street frontage except for clearing for a driveway, said driveway clearing shall not exceed twenty (20) feet in width.

BUILDING REQUIREMENTS

13. (a) Each dwelling unit will have minimum of eighteen hundred (1,800) square feet of livable enclosed heated space. For a two story house, total ground level square footage must equal or exceed eleven hundred (1,100) square feet and total dwelling cannot be less than eighteen hundred (1,800) heated and cooled square feet. For a tri-level house, the total ground level square footage must equal to or exceed twelve hundred (1,200) square feet and total dwelling cannot be less than eighteen hundred (1,800) heated and cooled square feet.

(b) The dwelling located on each parcel shall have front and sideyard setbacks of not less than fifty (50) feet each and a rear setback of not less than thirty (30) feet; the garage located on each lot shall have the same setback requirements except that the sideyard setback for the garage shall be not less than twenty (20) feet.

(c) No fence shall be erected within fifty (50) feet of any street frontage.

(d) Maximum building height shall be thirty-five (35) feet.

(e) All utility lines on each parcel to each building shall be underground.

(f) Building coverage per parcel shall not exceed twenty-five (25) per cent of total parcel area.

(g) All driveways shall be paved.

(h) All garages and carports must be used for car parking and face either a side lot line or rear lot line.

ARCHITECTURAL REVIEW COMMITTEE

14. House plans must be approved by an Architectural Review Committee composed of two (2) representatives of the owner. Response shall be forthcoming within thirty (30) days after plans are submitted. Approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals this 6 day of February, 1980.

POWERHOUSE, INC.

JOHN W. METTIER, JR., President

John W. Mettier, Jr.
Wayne L. H. [unclear]

Attest: *[Signature]*
WILLIAM E. SWARK, Secretary



STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state and county aforesaid to take acknowledgments personally appeared JOHN W. METTIER, JR., as President of Powerhouse, Inc., to me known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same as such officer in the name of said corporation.

WITNESS my hand and official seal in the county and state last aforesaid this 6 day of February, 1980.

My commission expires: 3-25-81
Notary Public, State of Florida
My Commission Expires March 25, 1981
[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

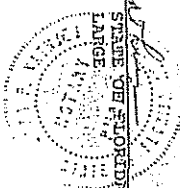
STATE OF FLORIDA REC 952 PAGE 531
COUNTY OF LEON

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state and county aforesaid to take acknowledgments personally appeared WILLIAM E. STARK, as Secretary of Powerhouse, Inc., to me known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same as such officer in the name of said corporation.

WITNESS my hand and official seal in the county and state last aforesaid this 6 day of February, 1980.

My commission expires: 3-25-81

Notary Public, State of Florida, at 15 N.
My Commission Expires: March 25, 1981
Provision of Amendment for 2 Certain Causes



Paul G. ...
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

LEGAL DESCRIPTION

Commence at a concrete monument marking the Southwest corner of Section 5, Township 1 North, Range 1 East, Leon County, Florida, and run North 89 degrees 56 minutes 55 seconds East along the Section line 3069.44 feet to a concrete monument, thence North 33 degrees 23 minutes 32 seconds East 1319.18 feet to an iron pipe, thence North 43 degrees 57 minutes 40 seconds East 28.52 feet to an iron pipe, thence South 51 degrees 41 minutes 00 seconds East 232.26 feet to a concrete monument lying on a curve concave to the Southeast on the Northwestly right of way boundary of Thomasville Road - State Road No. 61, thence Northeastly along said right of way curve and along a line 100 feet from and parallel with the centerline of said Thomasville Road - State Road No. 61, with a radius of 537.60 feet, through a central angle of 1179.48 feet (the minutes 13 seconds, for an arc distance of 17 minutes 17 seconds chord of said arc being North 46 degrees 17 minutes 17 seconds East 1177.25 feet) to a concrete monument on the Southerly boundary of property deeded to the State of Florida as recorded in Deed Book 155, Pages 71 and 72 of the Public Records of Leon County, Florida, thence along said Southerly boundary as follows: North 60 degrees 30 minutes 49 seconds West 379.29 feet to a concrete monument for the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 60 degrees 30 minutes 49 seconds West 1919.91 feet to a concrete monument, thence North 38 degrees 13 minutes 53 seconds West 1390.04 feet to a concrete monument, thence North 61 degrees 02 minutes 42 seconds West 764.21 feet to a concrete monument, thence North 66 degrees 23 minutes 00 seconds West 1769.60 feet to a concrete monument, thence leaving said Southerly boundary run South 15 degrees 56 minutes 05 seconds West (bearing base) 201.78 feet to a concrete monument on the Northerly right of way boundary of a 66 foot county road known as Andalusia Drive, thence Southeastly along said Northerly right of way boundary as follows: South 66 degrees 35 minutes 20 seconds East 1581.74 feet to a concrete monument marking a point of curve to the right, thence along said curve with a radius of 2895.14 feet, through a central angle of 05 degrees 59 minutes 20 seconds, through a central angle of 302.62 feet to a concrete monument, for an arc distance of 36 minutes 00 seconds East 328.39 feet to a concrete monument marking a point of curve to the left, thence along said curve with a radius of 1183.21 feet, through a central angle of 22 degrees 19 minutes 41 seconds, for an arc distance of 461.09 feet to a concrete monument, thence South 38 degrees 16 minutes 19 seconds East 938.74 feet to a concrete monument marking a point of curve to the left, thence along said curve with a radius of 1113.29 feet, through a central angle of 22 degrees 14 minutes 30 seconds, for an arc distance of 432.17 feet to a concrete monument, thence South 60 degrees 30 minutes 49 seconds East 1740.15 feet to a concrete monument, thence leaving said Northerly right of way boundary run North 29 degrees 29 minutes 11 seconds East 199.20 feet to the POINT OF BEGINNING; containing 26.52 acres, more or less.

EXHIBIT A

12505

CONFIRMATORY DEED MC03PM1571

THIS INSTRUMENT made this 21st day of May, 1922

between GEORGINA MACLAY BOWEN, residing at 17 Forest Hill Road, Darien, Connecticut, individually and as trustee of the Trust under the Last Will and Testament of Alfred B. MacLay, Sr., late of the County of Leon, State of Florida, deceased, MARY JANE MACLAY, residing at 9043 Sagamore Road, Leewood, Kansas 66204, and ALFRED BARMORE MACLAY III, residing at Route 10, Evergreen, Colorado, co-trustees of the Trust under Article Fifth of the Last Will and Testament of Alfred B. MacLay, Jr., late of the County of New York, State of New York, deceased, ROBERT H. MACLAY, residing at 9212 Ewing Drive, Bethesda, Maryland, JOHN D. MACLAY, residing at 135 West Third Avenue, Denver, Colorado, and ALFRED B. MACLAY III, residing at Route 10, Evergreen Colorado, party of the first part, and POWERHOUSE, INC., a Florida corporation, having an office at, and the post office address of which is, Melanoe Plantation, Tallahassee, Florida, party of the second part.

참고할 문호는 MC03PM1

That the said party of the first part, for and in consideration of the sum of Two Hundred Thousand Five Hundred Fifty Dollars (\$200,550) to them in hand paid by the party of the second part (of which \$56,000 has been paid in cash and the balance of \$144,550 by the party of the second part executing and delivering a note in that amount to the party of the first part), the receipt whereof is hereby acknowledged, does hereby grant, bargain, and sell to the said party of the second part, its heirs and assigns forever,

All that certain plot, piece or parcel of land, situate, lying and being in the County of Leon, State of Florida, bounded and described as follows, to wit:

Commence at a concrete monument marking the southwest corner of Section 6, Township 1 North, Range 1 East, Leon County, Florida, (also the southeast corner of Section 6, Township 1 North, Range 1 East, Leon County, Florida), and run thence North 00 degrees 34 minutes East along the Section line 138.76 feet to a concrete monument, thence South 89 degrees 56 minutes 41 seconds West along the South boundary of the North Half of the Southeast Quarter of said Section 6 a distance of 126.63 feet to a concrete monument,

RM103PM1572

thence North 89 degrees 32 minutes 15 seconds West along said South boundary 122.29 feet to a concrete monument, thence North 00 degrees 06 minutes 45 seconds West along the West boundary of the East Half of said Section 6 a distance of 3983.74 feet to the South right of way boundary of a 66 foot county roadway known as Andalusia Drive (also being the North boundary of said Section 6), thence South 89 degrees 48 minutes 14 seconds East along the South right of way boundary of said 66 foot county roadway and along the section line 916.52 feet to a point of curve to the right, thence leaving the North boundary of said Section 6 run along said right of way curve with a radius of 140.25 feet, through a central angle of 23 degrees 17 minutes 53 seconds, for an arc distance of 463.66 feet, thence South 53 seconds 30 minutes 21 seconds East along the Southwesterly right of way boundary of said 66 foot county roadway 984.34 feet to a concrete monument, thence North 15 degrees 50 minutes 03 seconds East 66.50 feet to the Northerly right of way of said Andalusia Drive and the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 15 degrees 56 minutes 05 seconds East 201.75 feet to a concrete monument marking the Southwest corner of property decded to the State of Florida and recorded in Deed Book 155, Page 71 and 72 of the Public Records of Leon County, Florida, thence Southwesterly along the boundary of said State of Florida property as follows: South 66 degrees 30 minutes 21 seconds East 1769.60 feet to a concrete monument, thence South 60 degrees 31 minutes 01 second East 764.21 feet to a concrete monument, thence South 38 degrees 11 minutes 18 seconds East 1389.54 feet to a concrete monument, thence South 60 degrees 28 minutes 22 seconds East 1919.81 feet, thence leaving said boundary of the State of Florida property, run South 29 degrees 31 minutes 39 seconds West 200.00 feet to the Northerly right of way boundary of said Andalusia Drive, run thence Northwesterly along said Northerly right of way boundary an follows: North 60 degrees 28 minutes 22 seconds West 1740.14 feet to a point of curve to the right, thence along said curve with a radius of 110.99 feet, through a central angle of 22 degrees 17 minutes 12 seconds, for an arc distance of 432.15 feet, thence North 38 degrees 11 minutes 10 seconds West 937.59 feet to a point of curve to the left, thence along said curve with a radius of 180.80 feet, through a central angle of 23 degrees 19 minutes 51 seconds, for an arc distance of 460.21 feet, thence North 60 degrees 31 minutes 01 second West 329.72 feet to a point of curve to the left, thence along said curve with a radius of 2895.14 feet, through a central angle of 05 degrees 59 minutes 20 seconds, for an arc distance of 302.85 feet, thence North 66 degrees 30 minutes 21 seconds West 1581.19 feet to the POINT OF BEGINNING, containing 26.74 acres, more or less.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its heirs and assigns forever.

AND the said party of the first part does hereby fully warrant the title to said premises and will defend the same against the lawful claims of all persons whatsoever.

00403811573

SUBJECT TO:

(a) Zoning and restrictions and prohibitions imposed by governmental authority;

(b) Restrictive covenants of record;

(c) Public utility easements of record, if any;

(d) Taxes for 1979 and subsequent years;

(e) Restrictive covenants hereinafter set forth;

(f) State of facts shown on survey of the premises dated August 7, 1979 prepared by Broward, Davis & Associates, Inc.

IN CONSIDERATION of the conveyance of the premises to it, the party of the second part does hereby establish that the aforesaid premises shall be owned, held, transferred and conveyed subject to the restrictive covenants and conditions hereinafter set forth which shall apply to and be covenants running with the land. The party of the second part and its heirs, successors, and assigns do hereby covenant and agree, and every owner, present and future, of the premises or any part thereof, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed of conveyance, including any purchaser at a judicial sale, shall hereafter be deemed to covenant, to comply with, and to be bound, by these restrictive covenants and conditions:

(a) The premises shall be used only for single family residential dwellings.

(b) The size of each subdivided lot within the premises shall be not less than one acre, with not less than 300 feet of frontage along MacLay Road (also known as Andalusia Drive), with the east and west boundaries of each lot running the full depth of the premises from said MacLay Road to the boundary line of the premises with the property owned by the State of Florida pursuant to a deed recorded in Deed Book 155, pages 71 and 72 of the Public Records of Leon County, Florida, known generally as Alfred B. MacLay Gardens State Park.

0103911574

(c) The dwelling located on each lot shall have front and sideyard setbacks of not less than 50 feet each from the property line and a rear setback of not less than 10 feet from the property line; the garage located on each lot shall have the same setback requirements except that the sideyard setbacks for the garage shall be not less than 20 feet from the property line.

(d) The dwelling located on each lot shall contain not less than 1,800 square feet of floor area, shall cover no more than 25% of the area of each lot, and shall be no more than 35 feet high.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

As to:

Georgiana Hacılay Bowers

(SEAL)
Georgiana Hacılay Bowers,
individually and as Trustee
of the Trust Under the Last
Will and Testament of Alfred
B. Hacılay, Sr.

Hary Jane Hacılay
Hary Jane Hacılay
By: Helene

(SEAL)
Hary Jane Hacılay,
as Trustee of the Trust Under
Article Fifth of the Last Will
and Testament of Alfred B.
Hacılay, Jr.

Alfred Barmore Hacılay, III

(SEAL)
Alfred Barmore Hacılay, III,
individually and as Trustee
of the Trust Under Article
Fifth of the Last Will and
Testament of Alfred B. Hacılay, Jr.

MR103RM1575

Robert H. Haclay

Robert H. Haclay (SEAL)

John B. Haclay

John B. Haclay (SEAL)

STATE OF ^{Pa} PENNSYLVANIA)
COUNTY OF ALBUQUERQUE) ss.:

BR103811576

I hereby certify that on this day before me an officer,
duly authorized in the state aforesaid and in the county aforesaid
to take acknowledgements, personally appeared HARRY JAMES
MACLAY, to me known and known to be the person described in and
who executed the foregoing instrument as Trustee of the Trust
Under Article Fifth of the Last Will and Testament of ALFRED B.
MACLAY, Jr., and she acknowledged before me that she executed
the same as such Trustee.

WITNESS, my hand and official seal in the county and
city aforesaid this 21 day of May, 1982.



DONALD L. GREEN
Notary Public
JACKSON CO. 3-20-84
MY COMMISSION EXPIRES MAY 20 1984

Donald L. Green
Notary Public

(Notary
Seal)

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

I hereby certify that on this day before me an officer,
duly authorized in the state aforesaid and in the county aforesaid
to take acknowledgements, personally appeared GEORGINA MACLAY
BOHERS, to me known and known to be the person described in and
who executed the foregoing instrument individually and as Trustee
of the Trust Under the Last Will and Testament of ALFRED B. MACLAY,
Sr., and she acknowledged before me that she executed the same
individually and as such Trustee.

WITNESS, my hand and official seal in the county and
state last aforesaid this _____ day of _____, 1979.

My commission expires: _____ (Notary
Seal)
Notary Public _____

STATE OF _____)
COUNTY OF _____) ss.:

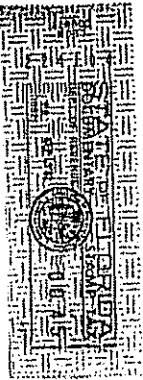
DR1039(C)1578

I hereby certify that on this day before me an officer,
duly authorized in the state aforesaid and in the county aforesaid
to take acknowledgement, personally appeared ROBERT H. MACLAY,
to me known to be the person described in and who executed the
the foregoing instrument and acknowledged before me that he
executed the same.

WITNESS, my hand and official seal in the county and state
last aforesaid this _____ day of _____, 1979.

My commission expires:

Notary Public (Notary Seal)



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RECORDED IN THE PUBLIC
CLERK OF DISTRICT COURT
SEP 13 2 25 PM 1982