

ORIGINAL
UNITR E S T R I C T I O N S

THIS DECLARATION AND AGREEMENT made and entered into this 25 day of July 1978 between COASTAL LUMBER COMPANY, a North Carolina corporation, with offices at Hinson, Gadsden County, Florida, party of the FIRST PART, and all purchasers and their respective heirs, successors and assigns of lands described in the Exhibit attached hereto situate, lying and being in Gadsden County, Florida; said Exhibit being designated Exhibit "A" and made a part hereof.

The party of the FIRST PART agrees that all lands described in said Exhibit "A" shall be sold subject to the respective covenants contained herein and all purchasers of any parts or parcels of the lands described in Exhibit "A" have themselves, their heirs and assigns, by the purchase of said lots, agree to be bound by the covenants herein contained by reference in their respective deeds to the book and page of the Official Records in the office of the Clerk of the Circuit Court of Gadsden County, Florida, where this agreement will be recorded.

The Purchaser as to any property, lot or parcel described in said Exhibit "A" and with the intent to bind all persons with whom the title to said land may hereafter vest, agrees to the following restrictive covenants:

1. These covenants are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 2000 at which time said covenants shall automatically extend for an additional period of ten (10) years unless by vote by majority of the then owners of the lots, parcels or portions it is agreed to change said covenants and whole or in part.

2. If the parties hereto or any of them or their heirs and assigns shall violate or attempt to violate any of the covenants herein mentioned, it shall be lawful for any other person or persons owning any real property situated in said lands described in Exhibit "A" to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him, or them, from so doing, or to recover damages or other dues for such violation.

This Instrument Prepared By:
Coastal Lumber Co.
P. O. Box 736
Havana, Fla. 32333

3. There cannot be in excess of one (1) dwelling erected per Lot as per the original recorded plat, in addition, no dwelling having a heated area of less than 1800 square feet shall be erected or placed on any parcel and said dwelling shall be a single family residence only. Only household pets may be permitted on the property, provided they are not kept, bred or maintained for any commercial purposes. No cows, hogs, chickens, goats or other animals shall be kept on said premises. Said lot or parcel shall be used exclusively for residential purposes and no business or commerce shall be permitted or conducted on or from any building or parcel.

4. No building shall be located on any lot or parcel nearer than 20 feet from either side or rear of the parcel. The front of no building shall not be nearer than 30 feet from the street or property line and eaves and steps shall be considered a part of the building.

5. No noxious or offensive activity shall be carried on upon any lot or any parcel nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. No trailer, camper, mobile home on or off of wheels, basement, tent, shack, garage, barn, or other outbuilding erected on any lot or parcel shall at any time be used as a temporary residence nor shall any structure of a temporary character be used as a residence.

7. No building including outbuildings shall be erected, placed or altered on any lot until the construction and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to the public road than the minimum building set back lines unless similarly approved.

The Architectural Control Committee shall be composed of three (3) land-owners. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee,

the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the Committee or restore to it any of its powers and duties. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representatives, fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

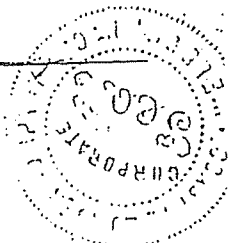
IN WITNESS WHEREOF, the party of the FIRST PART executed these Restrictions this 25 day of July A. D. 1978.

Witnesses:

COASTAL LUMBER COMPANY

[Signature]
B. T. Colan

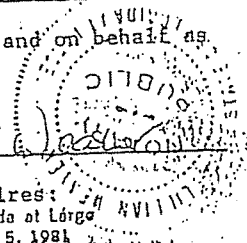
BY [Signature]
President



STATE OF Florida
COUNTY OF Gadsden

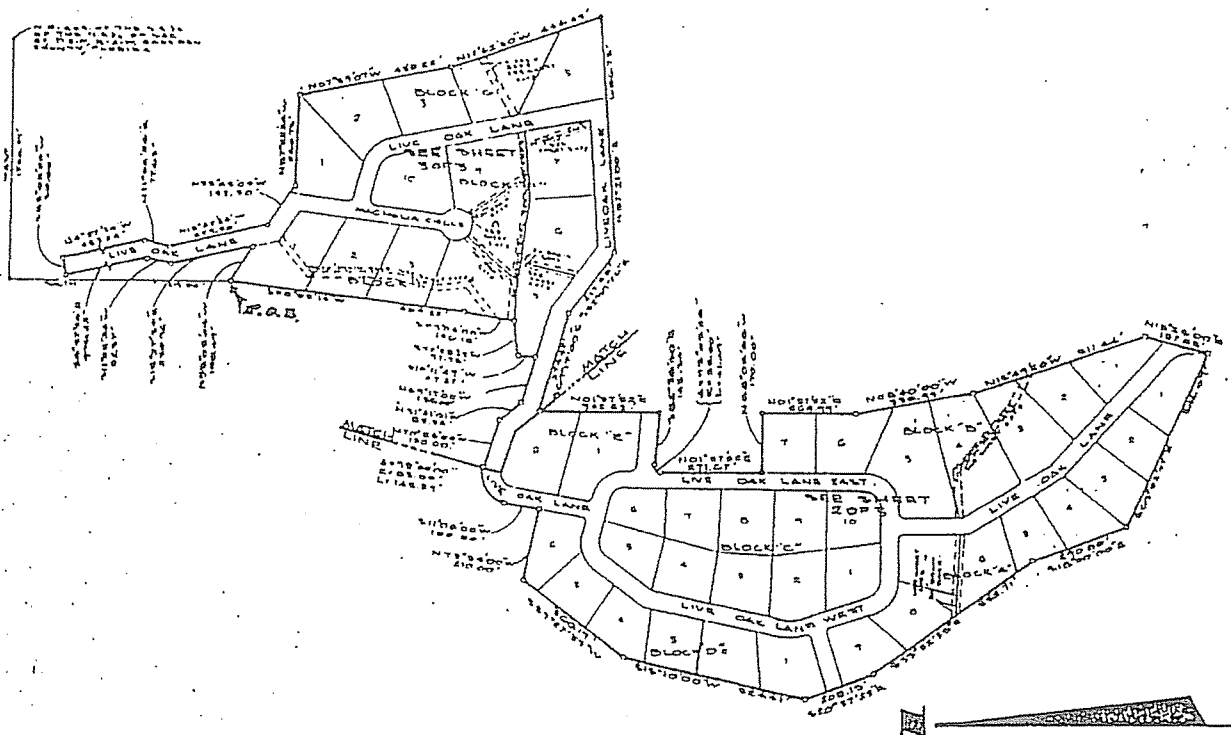
The foregoing instrument was acknowledged before me this 25 day of July A.D. 1978 by Paul B. BARRINGER as President of COASTAL LUMBER COMPANY, a North Carolina corporation, for and on behalf as the act of said corporation.

[Signature]
Notary Public
My Commission Expires: [Date]
Notary Public, State of Florida at Largo
My Commission Expires Oct. 5, 1981



COUNTRY CLUB ESTATES

A SUBDIVISION OF PART OF SECTIONS 27 AND 34, TOWNSHIP 3 NORTH, RANGE 2 WEST, GADSDEN COUNTY, FLORIDA AND LYING WITHIN THE CITY LIMITS OF HAVANA FLORIDA.



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O.R. BOOK 246 PAGE 637
REC. WAYNE HANNA, CLERK
GADSDEN CO., FLORIDA

'78 JUL 25 PM 2 03

AMENDMENT TO RESTRICTIONS

WHEREAS, COASTAL LUMBER COMPANY, a North Carolina corporation, executed a Declaration and Agreement on 25 July 1978 between COASTAL LUMBER COMPANY and all purchasers and their respective heirs, successors and assigns placing certain restrictions on the lands described in the Exhibit attached hereto, lying and being in Gadsden County, Florida; and said Exhibit being designated "A" and being made a part hereof. Said RESTRICTIONS being of record in OR Book 246 at page 647 of the public records of Gadsden County, Florida.

AND, WHEREAS, the said COASTAL LUMBER COMPANY and JAMES L. DONALDSON and his wife, MARGARET M. DONALDSON: and JOHN H. HOLM and his wife, KATHERINE M. HOLM are the sole and only owners of all of the property described in said Exhibit "A" and it is the desire of said owners to amend said RESTRICTIONS:

NOW, THEREFORE, the first sentence of paragraph 3 is amended to read as follows:

"There cannot be in excess of one (1) dwelling erected per Lot as per the original recorded plat, in addition, no dwelling having a heated area of less than 1,500 square feet shall be erected or placed on any parcel and said dwelling shall be a single family residence only."

All of the remaining provisions of the said RESTRICTIONS shall remain in full force and effect in accordance with the instrument hereby amended.

IN WITNESS WHEREOF, this Amendment has been executed by all of the owners of said land this 22 day of December A.D. 1979.

Signed, sealed and delivered in the presence of:

B.F. Colburn
Ed Rayburn

COASTAL LUMBER COMPANY

BY [Signature]
Its President

B.F. Colburn
Ed Rayburn

[Signature] (SEAL)
James L. Donaldson

[Signature] (SEAL)
Margaret M. Donaldson

In the presence of:

Betty Cooley
[Signature]

[Signature] (SEAL)
John W. Holm

[Signature] (SEAL)
Katherine M. Holm

STATE OF FLORIDA
COUNTY OF GADSDEN

The foregoing instrument was acknowledged before me this 22nd day of December 1979 by Paul B. Barringer, _____ President of COASTAL LUMBER COMPANY, a North Carolina corporation, on behalf of the corporation.

[Signature]
Notary Public
My Commission Expires 10/11/82

STATE OF FLORIDA
COUNTY OF GADSDEN

The foregoing instrument was acknowledged before me this 21st day of December 1979 by JAMES L. DONALDSON and his wife, MARGARET M. DONALDSON.

[Signature]
Notary Public
My Commission Expires 10/11/82

STATE OF OHIO
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this 21st day of December 1979 by JOHN H. HOLM and his wife, KATHERINE M. HOLM.

[Signature]
Notary Public
My Commission Expires 10/11/82

COUNTRY CLUB ESTATES

A SUBDIVISION OF PART OF SECTIONS 27 AND 34, TOWNSHIP 3 NORTH,
RANGE 2 WEST, GADSDEN COUNTY, FLORIDA AND LYING WITHIN
THE CITY LIMITS OF HAVANA, FLORIDA

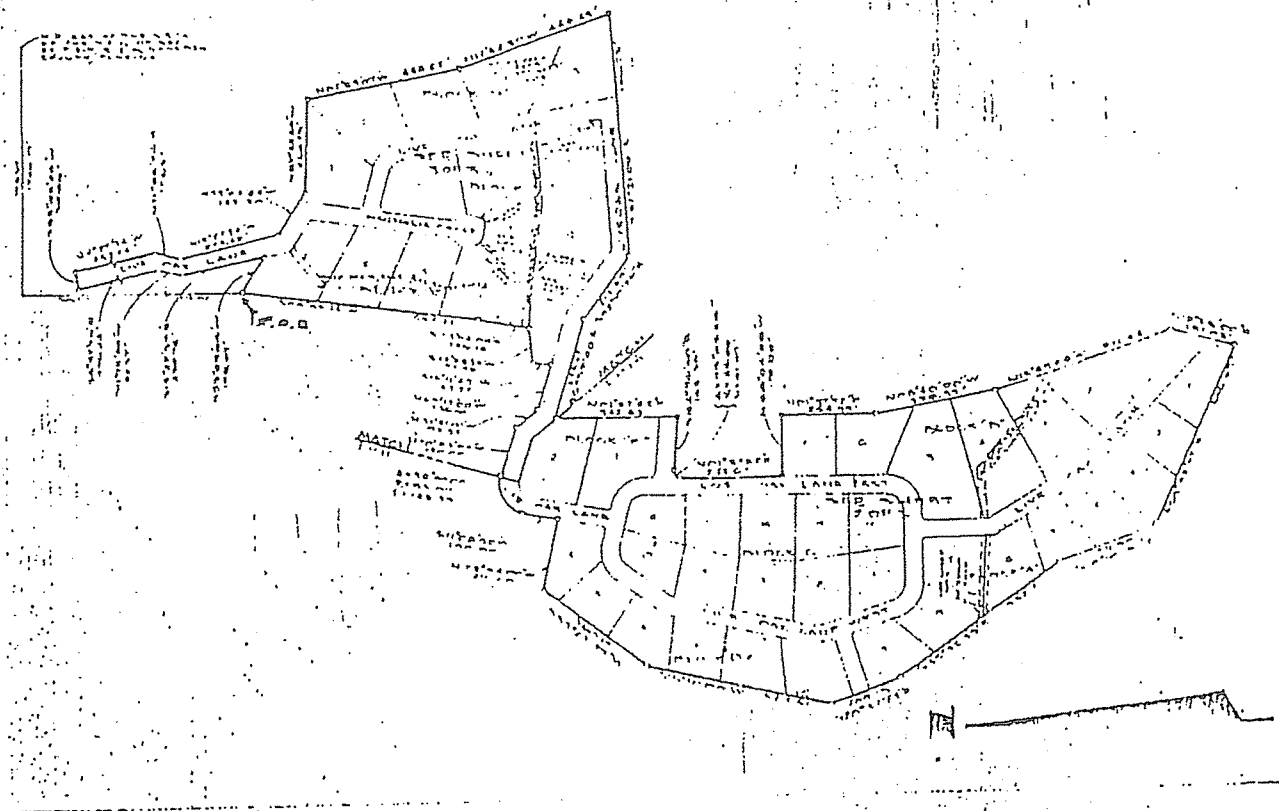


EXHIBIT "A"

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