

RESTRICTIONS ON REAL ESTATE

This declaration and agreement made and entered into this 25th day of July, A.D. 1979, between Hav-A-Cord Company, a Florida corporation, owners of the hereinafter described lands as parties of the first part and all Purchasers and their respective heirs, successors and assigns of lots in that certain subdivision known as "Lake FRANCES", according to that certain survey prepared by T. B. Howard, which survey is labeled Exhibit "A", attached hereto and made a part hereof, parties of the Second Part.

The parties of the first part agree that all lots shall be sold subject to the respective covenants contained herein and all purchasers of lots in said subdivision for themselves, their heirs and assigns, by the purchase of said lots, agree to be bound by reference in their respective deeds to the volume 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 lot with the intent to bind all persons with whom the title to said land may hereafter vest, agrees to the following restrictive covenants:

1. No dwelling shall be erected or placed on any parcel of less than one (1) acres, and no dwelling having a heated area of less than 1200 square feet shall be erected or placed on any parcel.
2. No horses and cattle may be permitted on the property. No other livestock or poultry of any kind shall be raised, bred or kept on any lot parcel except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.
3. No lot or parcel shall be used except for residential purposes. 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 70 feet from the right of way line of any public road and 25 feet from any side or rear lot or parcel line. For the purposes of this covenant,

eaves and steps shall not be considered as a part of this building, provided, however, that this shall not be construed to permit any portion of a building, or a lot, to encroach upon another lot.

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

6. No gasoline engine may be used on the lake. Only electric engines may be used. No dock shall be built to extend over 15 feet into the lake.

7. All landowners shall have complete and total access to lake. Access to lake shall be by way of Public Access furnished by land owners, which access shall be limited to land owner and guests.

8. No mobile homes, either single or double in width, shall be allowed on the subject property.

9. Any construction commenced shall be completed within one year of the commencement of construction and no out-buildings such as garages, tool sheds, etc., shall be constructed prior to the completion of the main residence as defined in paragraph 1 above. Said out-building may, however, be constructed simultaneously with the main residence.

10. No structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee which shall be composed of C. V. Butler and three (3) landowners. 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 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 representative, 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.

11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years. (From the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change or eliminate said covenants in whole or in part.)

12. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violating or to recover damages, including damages for any depreciation in land values to other lands caused by the violation or attempted violation of any of the aforesaid restrictive covenants.

13. Invalidation of any of these covenants by judgment or court order shall not in anywise affect any of the other provisions which shall remain in full force and effect.

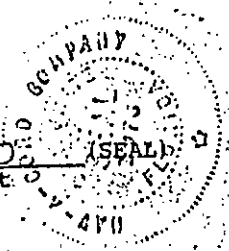
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 15 day of August A.D. 1979

Witnesses:

William W. Perkins
J. H. Woodward

HAV-A-CORD COMPANY

BY: Mark Ahrano
MARK AHRANO, President

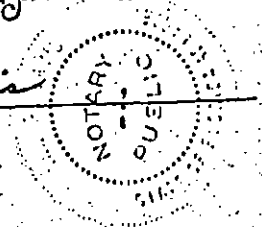


STATE OF FLORIDA
COUNTY OF GADSDEN

ON THIS DAY, before me, the undersigned authority, personally appeared MARK AHRANO, who is to me well known and known to me to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 15 day of August A.D. 1979.

Ann P. Davis
NOTARY PUBLIC



T.B. HOWARD — LAND SURVEYOR

Monticello, Florida

FILED 9-10-79 12:28 P.M.
IN GADSDEN COUNTY, FLORIDA
REG. NO. 096204
Recorded in O.R. BOOK 262
PAGE 797 AND VERIFIED.
WAYNE HANNA, Clerk Circuit Court
By Peggy Parrish
County Clerk

EXHIBIT A

LEGAL DESCRIPTION LAKE FRANCES

Commence at the Southwest corner of the Southeast quarter of section 23, Township 3 North, Range 1 West, Gadsden County, Florida and run S. 89 degrees 28 minutes 52 seconds E. 415.83 feet along the South boundary of section 23 to a point, thence S. 0 degrees 25 minutes 10 seconds W. 330.0 feet to a point, thence S. 61 degrees 07 minutes 41 seconds E. 1172.49 feet to the POINT OF BEGINNING, said point being in the approximate center of a dam, thence N. 61 degrees 07 minutes 41 seconds W. 1172.49 feet to a point, thence N. 0 degrees 25 minutes 10 seconds E. 1352.60 feet to a point, thence East 1094.04 feet to a point, thence S. 27 degrees 10 minutes W. 358.8 feet to a point, thence South 144.35 feet to a point, thence S. 28 degrees 48 minutes 38 seconds E. 137.2 feet to a point, thence S. 47 degrees 10 minutes 48 seconds E. 137.2 feet to a point, thence S. 61 degrees 47 minutes 52 seconds E. 81.38 feet to a point, thence S. 67 degrees 13 minutes 50 seconds E. 777.12 feet to a point on the West boundary of a road, thence along said road as follows; N. 2 degrees 59 minutes 14 seconds W. 100.5 feet, N. 2 degrees 43 minutes 22 seconds E. 31.18 feet, Northeasterly along a curve concave to the East, having a radius of 499.72 feet and a central angle of 35 degrees 46 minutes 40 seconds, an arc distance of 312.05 feet, thence N. 38 degrees 30 minutes 02 seconds E. 262.23 feet, Northwesterly along a curve concave to the West, having a radius of 215.29 feet and a central angle of 62 degrees 52 minutes 11 seconds, an arc distance of 236.23 feet, thence N. 23 degrees 22 minutes 09 seconds W. 141.19 feet, thence Northeasterly along a curve concave to the East, having a radius of 374.12 feet and a central angle of 47 degrees 43 minutes 20 seconds, an arc distance of 311.61 feet, thence N. 24 degrees 21 minutes 11 seconds E. 221.39 feet, thence Northwesterly along a curve concave to the West, having a radius of 263.57 feet and a central angle of 53 degrees 20 minutes 56 seconds, an arc distance of 245.41 feet, thence N. 28 degrees 59 minutes 45 seconds W. 224.47 feet, thence Northwesterly along a curve concave to the West, having a radius of 620.85 feet and a central angle of 19 degrees 22 minutes 24 seconds, an arc distance of 209.93 feet, thence N. 9 degrees 37 minutes 21 seconds W. 428.57 feet, thence Northwesterly, Northeasterly and Southeasterly along a curve concave to the East, having a radius of 50 feet and a central angle of 258 degrees 27 minutes 47 seconds, an arc distance of 225.55 feet, thence leaving said road run N. 86 degrees 55 minutes 10 seconds E. 527.14 feet to a point, thence S. 4 degrees 51 minutes 22 seconds W. 1142.58 feet to a point, thence S. 89 degrees 37 minutes 50 seconds E. 149.27 feet to a point, thence S. 4 degrees 49 minutes 54 seconds W. 1155.97 feet to a point, thence N. 89 degrees 20 minutes 46 seconds E. 464.30 feet to a point on the West right-of-way line of S. R. 12, thence S. 13 degrees 11 minutes 39 seconds W. 671.75 feet along said road to a point, thence Southerly along a curve concave to the East, having a radius of 1183.89 feet and a central angle of 11 degrees 00 minutes 30 seconds, an arc distance of 227.46 feet along said road to a point, thence S. 2 degrees 11 minutes 09 seconds W. 220.0 feet, more or less, to a point in the center of a creek, thence Westerly along the center of said creek 2400.0 feet, more or less to the point of beginning.

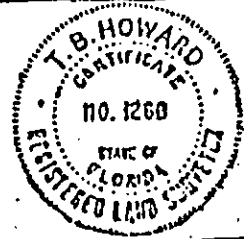
Containing Acres, more or less, and being a part of the Southeast quarter of section 23, a part of the Southwest quarter of section 24, a part of the Northwest quarter of section 25 and a part of the Northeast quarter of section 26, all in Township 3 North, Range 1 West, Gadsden County, Florida.

I hereby certify that this plat is a correct representation of the land platted hereon

T.B. Howard
T.B. Howard
REGISTERED LAND SURVEYOR #1266

Date 8-23-79 Job # _____ Book _____

Butler-Flatcher



AMENDMENT TO RESTRICTIONS ON REAL ESTATE

STATE OF FLORIDA)
COUNTY OF GADSDEN)

KNOW ALL MEN BY THESE PRESENTS, that this Amendment to Restrictions on Real Estate, made and entered into this 24th day of April, 1980, by the undersigned parties, hereinafter called "Owners":

W I T N E S S E T H :

WHEREAS, the "Owners" represent all of the owners of that certain real property commonly known as "LAKE FRANCES", an unrecorded subdivision, more particularly described on Exhibit "A" of Restrictions on Real Estate recorded in Official Records Book 262, Page 797 of the Public Records of Gadsden County, Florida; and

WHEREAS, Owners are now desirous of amending, modifying and altering said Restrictions on Real Estate referred to above to provide for the habitation of one horse on those certain parcels of land more specifically named below.

NOW, THEREFORE, Paragraph 2 of Restrictions on Real Estate recorded in Official Records Book 262, Page 797 of the Public Records of Gadsden County, Florida, shall be deleted in its entirety and the following substituted therefor:

"2. No horses and cattle may be permitted on the property, except that one horse shall be permitted on each of the following parcels: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19; said lots being more particularly identified on Exhibit "A" of Restrictions on Real Estate recorded in Official Records Book 262, Page 797 of the Public Records of Gadsden County, Florida. No other livestock or poultry of any kind shall be raised, bred or kept on any lot parcel except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes."

The Owners hereby agree that all other covenants and restrictions shall remain the same and that the above described Restrictions on Real Estate, as amended and modified herein, are hereby ratified, confirmed and declared valid in all respect and are now in full force and effect.

IN WITNESS WHEREOF, the Owners hereto have set their hands and seals this 24th day of April, 1980.

WITNESSES:

Robert Milner Sr

[Handwritten signatures of witnesses]

Mark D. Milner (SEAL)
Louise K. Milner (SEAL)
Richard S. Milner (SEAL)
[Signature] (SEAL)

O.R. BOOK 190 PAGE 1620-1624
REC. NICHOLAS THOMAS, CLERK
GADSDEN CO., FLORIDA

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Page Two - AMENDMENT TO RESTRICTIONS ON REAL ESTATE

WITNESSES:

Joe C. Howell
Richard W. McQuinn

Larry R. Stoyell (SEAL)

Joe C. Howell
Richard W. McQuinn

Margaret L. Stoyell (SEAL)

Joe C. Howell
Richard W. McQuinn

Jaylan R. Stoyell (SEAL)

Joe C. Howell
Richard W. McQuinn

Geneva Stoyell (SEAL)

Joe C. Howell
Richard W. McQuinn

Lois Stoyell (SEAL)

Joe C. Howell
Richard W. McQuinn

Susan L. Whittle (SEAL)

Joe C. Howell
Richard W. McQuinn

John J. Phelps (SEAL)

Joe C. Howell
Richard W. McQuinn

Doris Phelps (SEAL)

Joe C. Howell
Richard W. McQuinn

Mattie Kate Dudley (SEAL)

Joe C. Howell
Richard W. McQuinn

Jack Dudley (SEAL)

Patricia L. Sanford
Richard W. McQuinn

Shirley B. Rehe (SEAL)

Patricia L. Sanford
Richard W. McQuinn

Darl C. Rehe (SEAL)

Joe C. Howell
Richard W. McQuinn

Howard E. Young (SEAL)

Joe C. Howell
Richard W. McQuinn

Georgia D. Young (SEAL)

100-1072-1

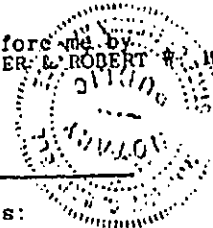
OR490PG1623

STATE OF FLORIDA)
COUNTY OF LEON)

The foregoing instrument was acknowledged before me by MARK D. MILNER, LUCILLE K. MILNER, RICHARD S. MILNER, & ROBERT W. MILNER, SR., this 24th day of April, 1980.

[Signature]
Notary Public
My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires July 18, 1981
Issued by American Fire & Casualty Company

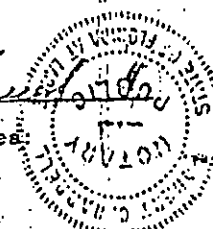


STATE OF FLORIDA)
COUNTY OF LEON)

The foregoing instrument was acknowledged before me by LARRY B. STANFILL, MARGARET L. STANFILL, TAYLOR R. STANFILL, & GENEVA STANFILL, this 24th day of April, 1980.

[Signature]
Notary Public
My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires July 18, 1981
Issued by American Fire & Casualty Company

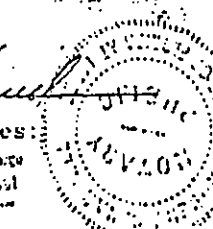


STATE OF FLORIDA)
COUNTY OF LEON)

The foregoing instrument was acknowledged before me by KEN WHITTLE and SUSAN S. WHITTLE this 24th day of April, 1980.

[Signature]
Notary Public
My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires July 18, 1981
Issued by American Fire & Casualty Company

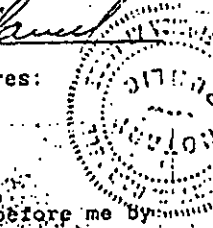


STATE OF Florida)
COUNTY OF Leon)

The foregoing instrument was acknowledged before me by FRED T. PHELPS and DIANE PHELPS this 24th day of April, 1980.

[Signature]
Notary Public
My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires July 18, 1981
Issued by American Fire & Casualty Company

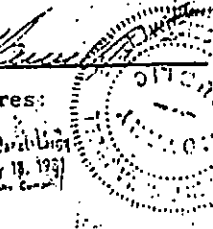


STATE OF FLORIDA)
COUNTY OF LEON)

The foregoing instrument was acknowledged before me by Mattie Kate Dudley and Jack E. Dudley this 30th day of April, 1980.

[Signature]
Notary Public
My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires July 18, 1981
Issued by American Fire & Casualty Company



300-1020

OR490PG1624

STATE OF FLORIDA)
COUNTY OF LEON)

The foregoing instrument was acknowledged before me by
SHIRLEY B. RITCHIE and DAVID C. RITCHIE
this 30th day of April, 1980.

Robert C. Hines
Notary Public
My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires July 18, 1981
Bonded by American Fire & Casualty Company

STATE OF FLORIDA)
COUNTY OF LEON)

The foregoing instrument was acknowledged before me by
HOWARD E. YOUNG and GEORGIA D. YOUNG
this 30th day of April, 1980.

Robert C. Hines
Notary Public
My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires July 18, 1981
Bonded by American Fire & Casualty Company

STATE OF FLORIDA)
COUNTY OF LEON)

The foregoing instrument was acknowledged before me by
MORGAN COLLINS
this 30th day of April, 1980.

Robert C. Hines
Notary Public
My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires July 18, 1981
Bonded by American Fire & Casualty Company

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by
this _____ day of _____, 1980.

Notary Public
My Commission expires:

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by

this _____ day of _____, 1980.

Notary Public
My Commission expires:

