

Woodward Oaks
Plantation Acres

RESTRICTIVE COVENANTS

These Restrictive Covenants to be inserted in each deed, which incorporates a description of any part of the property attached in Ex. "A". The parties hereto agree that this conveyance is made specifically subject to the following understanding, and the Grantee herein accepts the conveyance and agrees to abide by the conditions established.

NO ACTIVITIES WILL BE CONDUCTED OR PERMITTED ON THE PREMISES, OR ANY PART THEREOF, WHICH ACTIVITIES ARE NOT COMPATIBLE WITH RESIDENTIAL OR HOME USE OF THE PROPERTY, AND THE USES OF THE PREMISES SHALL BE SPECIFICALLY CONTROLLED SO AS NOT TO BREACH SUCH RESTRICTION.

The Grantee agrees further that in the construction of a residence or home on the premises the following will be adhered to:

1. Mobile Homes:

(a) No Mobile Homes will be used on a tract which has less than five (5) acres.

(b) Any Mobile Homes used on the premises will be a minimum of 55 feet in length and 12 feet in width and will be skirted, with either bricks or lattice-work, around all sides in between the pillars placed thereunder such Mobile Home.

(c) Setback lines as follows will be adhered to:

- (1) Front setback minimum, 100 feet.
- (2) Side line and back line setback minimum, 50 feet.
- (3) No building of any kind will be constructed or allowed to exist within the space provided as setback.

2. Conventional Houses:

- (a) The minimum size lot for any home shall be two (2) acres.
- (b) Any house constructed will be a minimum of 1,000 square feet.
- (c) The owner shall adhere to a minimum 50 foot front setback line.

AUSLEY, McMULLEN, McGENEE, CAROTHERS & PROCTOR, TALLAHASSEE, FLORIDA

3452.67
RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
INDEXED & MADE LEGAL

UST 23 9 02 AM '67
AT THE TIME & DATE NOTED
PAUL F. MARTINEAU
CLERK OF CIRCUIT COURT

This instrument was prepared by the law firm of
AUSLEY, McMULLEN, McGENEE, CAROTHERS & PROCTOR
Washington Square Building, Tallahassee, Florida
under the supervision of JOHN C. AUSLEY

3. Applicable to both Mobile Homes and Houses:

- (a) No commercial venture or activities on any plot, but this shall not exclude the use of the premises by the owner from pursuing thereon any professional use thereof in a profession which is recognized by law as such.
- (b) Any plot owner agrees not to use or allow on his premises: hogs, goats or any other animals or activities not compatible with a high-class rural dwelling.
- (c) Any out building shall be compatible with residential use.
- (d) No more than one (1) horse or mule per acre will be kept on the premises.
- (e) All structures on the premises, whether mobile homes or conventional houses, shall be placed there under code provisions of Leon County, Florida and shall meet all requirements of said code.
- (f) Construction of these covenants shall be made by the Home Owners Association when it is fully established, and pending such full establishment by Plantation Acres, Inc., the respective owners of tracts agree to fully abide the decision of such Home Owners Association (or earlier by Plantation Acres, Inc.)

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this 22nd day of October, 1975.

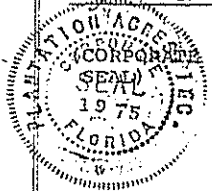
Signed, sealed and delivered in the presence of:

PLANTATION ACRES, INC.

Ursula L. Schum
Quinn M. Pope

By Joseph E. Pace, Jr.
JOSEPH E. PACE, JR., President

Attest Andrew E. Daan, Jr.
ANDREW E. DAAN, JR., Secretary



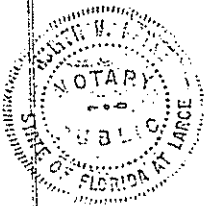
STATE OF FLORIDA

COUNTY OF LEON

I HEREBY CERTIFY that on this 23rd day of October, 1975, before me personally appeared JOSEPH E. PACE, JR. and ANDREW E. DAAN, JR., President and Secretary,

respectively, of Plantation Acres, Inc., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing instrument and they severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Tallahassee, in the County of Leon, State of Florida, the day and year first above written.



Op. Atty. M. H. ...
Notary Public, State of Florida
at Large.

My Commission Expires: Sept. 16, 1979
9-16-79

The following land in Township 3 North, Range 2 East in Leon County, Florida, to-wit, containing 173.98 acres, more or less.

In Section 34:

All that part of the Southeast Quarter of the Southeast Quarter which lies South and East of the Centerville (Sunnyhill) Public Road, and also,

In Section 35:

All that part of the Southwest Quarter of Section 35 which lies South and East of the Centerville (Sunnyhill) Public Road.

EXCEPT THE FOLLOWING EASEMENT AREA:

LEGAL DESCRIPTION OF PRIVATE EASEMENT AREA

A 60 foot strip of land described as being 30 feet right and left of the following described center line;

Commence at the intersection of the South boundary of section 34, Township 3 North, Range 2 East, Leon County, Florida and the center line of Centerville road and run N. 30 degrees 46 minutes E. 2288.25 feet along the center line of Centerville road to the POINT OF BEGINNING, thence S. 76 degrees 26 minutes E. 856.64 feet to a point, thence N. 54 degrees 13 minutes E. 239.8 feet to a point, thence N. 83 degrees 03 minutes E. 180.9 feet to a point, thence N. 70 degrees 35 minutes E. 321.2 feet to a point, thence N. 87 degrees 15 minutes E. 71.95 feet to a point, thence Southeasterly along a curve concave to the South, having a radius of 80.0 feet and a central angle of 82 degrees 49 minutes, an arc distance of 115.63 feet to a point, thence S. 9 degrees 56 minutes E. 331.65 feet to a point, thence S. 29 degrees 56 minutes E. 333.8 feet to a point, thence S. 11 degrees 03 minutes E. 596.64 feet to a point, thence S. 13 degrees 15 minutes W. 284.3 feet to a point, thence Southwesterly along a curve concave to the West, having a radius of 80.0 feet and a central angle of 92 degrees 25 minutes, an arc distance of 129.03 feet to a point, thence N. 74 degrees 20 minutes W. 761.65 feet to a point, thence S. 89 degrees 35 minutes W. 633.65 feet to a point, thence N. 85 degrees 25 minutes W. 540.8 feet to a point, thence N. 46 degrees 30 minutes W. 206.93 feet to a point, thence N. 53 degrees 05 minutes W. 400.0 feet to a point in the center line of Centerville road and the end of this center line description.

Containing 8.32 acres more or less and being a part of the Southwest quarter of section 35 and a part of the Southeast quarter of section 34, Township 3 North, Range 2 East, Leon County, Florida.

A

HOME OWNERS ASSOCIATION

THIS AGREEMENT made and entered into this 23rd day of October, 1975, by all parties hereto.

This shall be a non-profit organization, and its sole purpose is to act as a collection agency for the respective owners in Plantation Acres of the tracts therein, so as to collect specified amounts from them each month, so as to be able to pay taxes on and to maintain the road adjacent to the property of each owner, and which goes from the Centerville Road eastward through Plantation Acres' property, as per O.R. Book 745, page 29, and returns to the Centerville Road through the same property, said road being in the shape (more or less) of a horseshoe.

It is specifically agreed that Plantation Acres, Inc. and the buyer of each tract facing on said road will join in this agreement, and each owner will pay a flat sum of \$15.00 plus an additional amount each month equaled to 1/12 of his portion of the taxes on the road times the number of months remaining from the date of his purchase, to the next succeeding month of November (when taxes are due) and to continue such monthly payment hereunder so long as each owns his tract or part of it. This will enable the Home Owners Association to pay such taxes on said road and to accumulate an amount each year to repair the road as it is needed throughout the year.

Plantation Acres, In. agrees that it will use and apply the following formula to each tract as sold:

- a. Each owner will pay a flat amount of \$15.00 per year regardless of the size of his tract and, in addition;
- b. Each owner will pay .25 per acre, per month for his tract to the Home Owners Association.

(Plantation Acres, Inc. estimates that there will be 25 tracts in the entirety of said Plantation Acres, Inc. property when all sold, and the payments of the amounts indicated to the Home Owners Association will accumulate slightly in excess of \$750.00 per year for such taxes and maintenance.)

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

At the outset of this plan Plantation Acres, Inc. itself will act as the respective owners' agent until July 1, 1976 and will seek help from the new owners who have purchased their land to then, so as to better organize this Home Owners Association to the best interest of all said new home owners.

With the foregoing in mind the undersigned parties agree that they will be bound by this agreement; and agree further for this agreement to be placed of record in the Public Records of Leon County, Florida and for it to run with their respective tracts of land and for such to be a restriction running with the land should it be sold or encumbered to others.

IN WITNESS WHEREOF we have hereunto set our respective hands and seals to show our joinder in and our full agreement hereto and by Plantation Acres, Inc. to show its agreement hereto.

Attest Andrew E. Daan, Jr.
ANDREW E. DAAN, JR., Secretary

By Joseph E. Pace, Jr.
PLANTATION ACRES, INC.
JOSEPH E. PACE, JR., President



Signed, sealed and delivered in our presence:

Signed, sealed and delivered in our presence: As to Plantation Acres, Inc.

Ursula K. Schum
Judith M. Page

Ursula K. Schum
Judith M. Page

Jay W. Smith (SEAL)

Barbara B. Smith (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

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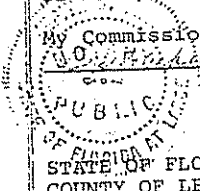
_____ (SEAL)

STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this 23rd day of October, 1975, before me personally appeared JOSEPH E. PACE, JR. and ANDREW E. DAAN, JR., President and Secretary respectively, of Plantation Acres, Inc., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing instrument and they severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Tallahassee, in the County of Leon, State of Florida, the day and year first above written.

My Commission Expires: 9-16-79

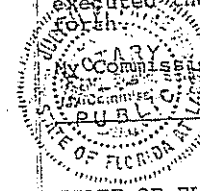


Joseph E. Pace
Notary Public, State of Florida
at Large.

STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY, that on this day, October 23, 1975 personally appeared before me, an officer duly authorized by law to administer oaths and take acknowledgments, JOSEPH E. PACE, JR. ANDREW E. DAAN, JR. to me known to be the person(s) named in and who executed the foregoing instrument, and JOSEPH E. PACE, JR. acknowledged before me that JOSEPH E. PACE, JR. executed the same freely and voluntarily for the purposes therein set forth.

My Commission Expires: 9-16-79



Joseph E. Pace
Notary Public, State of Florida
at Large.

STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY, that on this _____ day of _____, 1975, personally appeared before me, an officer duly authorized by law to administer oaths and take acknowledgments, _____, to me known to be the person(s) named in and who executed the foregoing instrument, and _____ acknowledged before me that _____ executed the same freely and voluntarily for the purposes therein set forth.

My Commission Expires:

349270

Notary Public, State of Florida
at Large.

RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
IN BOOK & PAGE 140.

OCT 29 3 05 AM 1975

AT THE TIME & DATE NOTED
PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT