

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,
 John M. McClellan and Pansy C. McClellan, his wife, and R. Malone
 Peddie and Darleen Peddie, his wife (hereinafter called the
 "Sellers"), being the owners of certain real property located in
 Leon County, Florida, and more particularly described as follows:

Commence at a St. Joe Paper Company permanent reference monument marking the Southwest corner of Section 9, Township 2 South; Range 1 West, Leon County, Florida, and run thence South 89 degrees 51 minutes 41 seconds East along the South boundary of said Section 9 a distance of 1339.43 feet to the Southwest corner of the Southeast Quarter of the Southwest Quarter of said Section 9, for the Point of Beginning. From said Point of Beginning continue thence South 89 degrees 51 minutes 41 seconds East along the South boundary of said Section 9 a distance of 824.66 feet to a point on the Westerly boundary of the 100.0 foot right of way of State Road No. 369 (Crawfordville Highway), thence North 35 degrees 50 minutes East along said Westerly right of way boundary 879.30 feet to a point on the East boundary of the Southwest Quarter of said Section 9, thence North along the East boundary of the Southwest Quarter of said Section 9 a distance of 46.78 feet, thence South 89 degrees 48 minutes 32 seconds East 33.69 feet to a point on the Westerly right of way boundary of said State Road No. 369, thence North 35 degrees 50 minutes East along said Westerly right of way boundary 532.49 feet, thence North 89 degrees 51 minutes 41 seconds West parallel to the South boundary of said Section 9 a distance of 1677.17 feet, thence South 00 degrees 22 minutes 10 seconds West 1192.32 feet to the Point of Beginning, containing 34.251 acres, more or less.

LESS AND EXCEPT: Commence at a St. Joe Paper Company permanent reference monument marking the Southwest corner of Section 9, Township 2 South; Range 1 West, Leon County, Florida, and run thence South 89 degrees 51 minutes 41 seconds East along the South boundary of said Section 9 a distance of 2164.09 feet to a concrete monument on the Westerly right-of-way boundary of State Road No. 369 (Crawfordville Highway), thence North 35 degrees 50 minutes 00 seconds East along said Westerly right-of-way boundary 170.0 feet for the POINT OF BEGINNING. From said POINT OF BEGINNING continue thence North 35 degrees 50 minutes 00 seconds East along said right-of-way boundary 709.30 feet to a point on the East boundary of the Southwest Quarter of said Section 9, thence North along the East boundary of the Southwest Quarter of said Section 9 a distance of 46.78 feet, thence South 89 degrees 48 minutes 32 seconds East 33.69 feet to a point on the Westerly right-of-way boundary of said State Road No. 369 (Crawfordville Highway) thence North 35 degrees 50 minutes 00 seconds East along said Westerly right-of-way boundary 286.23 feet to a point on the centerline of a proposed 60.0 foot roadway, thence leaving said Westerly right-of-way boundary run along said centerline as follows: North 89 degrees 51 minutes 41 seconds West 360.61 feet, thence South 00 degrees 08 minutes 19

This instrument prepared by:

H. LAWRENCE HARDY

Bryant, Dickens, Rumph, Franson & Miller
 700 Barnett Bank Bldg.
 Tallahassee, Florida 32301

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UNOFFICIAL DOCUMENT

seconds West 37.76 feet to a point of curve concave to the Northwesterly, thence Southwesterly along said centerline curve with a radius of 217.41 feet, through a central angle of 35 degrees 41 minutes 41 seconds for an arc distance of 135.44 feet, thence South 35 degrees 50 minutes 00 seconds West 780.0 feet, thence South 89 degrees 51 minutes 41 seconds East 64.53 feet to a point of curve concave to the Southwesterly, thence Southeasterly along said centerline curve with a radius of 304.37 feet, through a central angle of 35 degrees 41 minutes 41 seconds for an arc distance of 189.62 feet to the POINT OF BEGINNING; containing 5.506 acres, more or less.

The Northerly, Westerly and Southerly 30.0 feet of the above described excepted property being subject to a roadway easement.

makes the following Declaration of Restrictions covering the above-described real property, specifying that this declaration shall constitute a covenant running with the land and that this declaration shall be binding upon the undersigned and upon all persons deraigning title through the undersigned. These restrictions during their lifetime, shall be for the benefit of and limitation upon all present and future owners of the real property.

1. No mobile home shall be placed on any lot unless such mobile home is at least fifty (50) feet in length and twelve (12) feet in width or 600 square feet in living space.

2. No mobile home shall be placed on any lot unless such mobile home has been manufactured by a company engaged in the manufacture of mobile homes. It is the intention of this restriction to prohibit the parking of any "homemade" mobile home on any of the aforesaid lots. No mobile home over five (5) years of age at the time of purchase of lot may be placed on any lot without written permission from sellers.

3. All lots are restricted to occupancy by a single family living in a single mobile home. Leasing or sub-leasing of a mobile home or a lot to a party other than the buyer or purchaser of a lot shall be permitted, provided that all leasing or sub-leasing shall, in all respects, conform with these restrictive covenants.

4. No mobile home shall be positioned on any lot nearer than twenty (20) feet to the front or side street lines (as indicated on Survey No. 72-131 prepared by Broward Davis and Associates, Inc.) or to the rear lot line or nearer than fifteen (15) feet to any side lot line. No barn, detached garage or other out building may be placed nearer than twenty-five (25) feet to

the street line or side or rear lot lines. The mobile home will be parallel to the road that it faces. Any other site location or arrangement must be approved in writing by sellers.

5. No mobile home shall be placed on any lot unless the mobile home has complete sanitary facilities, which shall include lavatory, water closet, tub or shower and kitchen sink, and all such sanitary facilities must be in operable condition prior to placing said mobile home on a lot.

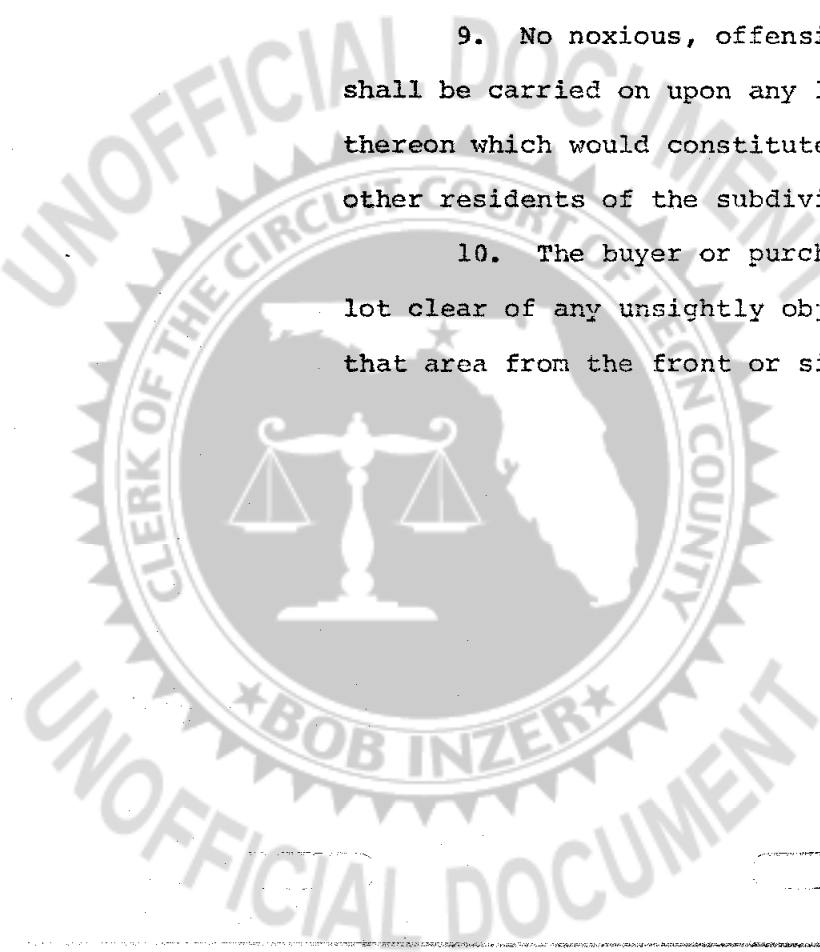
6. All buyers or purchasers of lots, including their heirs, successors, and assigns, shall be required to use and pay for water as provided by a municipality, or any private utility company affording such service to said subdivision. In conformity herewith, all buyers or purchasers of lots shall be required to pay any deposits or [REDACTED] and also to pay promptly all monthly charges for service. Septic tanks located on or used on any lot of this subdivision shall only be installed and used in accordance with all state and county regulations and shall be no smaller than 860 gallons.

7. No horses, cows or other large farm animals shall be kept on a lot. All cats, dogs and other small household pets shall be contained in an enclosed area and shall be kept under control at all times. No poultry, fowl or other animals may be kept without written permission from sellers.

8. No garbage or trash shall be burned on any lot. All garbage, trash, or other refuse shall be kept in clean and covered receptacles. It shall be the duty of all lot buyers to see that their garbage, trash, and other refuse is systematically and weekly collected by a refuse collector.

9. No noxious, offensive, immoral or illegal activity shall be carried on upon any lot, nor shall any act be committed thereon which would constitute an annoyance or nuisance to the other residents of the subdivision or to the general public.

10. The buyer or purchaser of each lot shall keep the lot clear of any unsightly objects and mowed regularly, including that area from the front or side street line to the edge of the



street, and in the event that the buyer or purchaser of any lot within the said subdivision breaches this restriction, the owner reserves the right to enter upon the said lot and mow the grass, clean up the lot, and remove unsightly structures and objects, and the cost of such work shall become a lien upon the said lot, and the buyer of said lot shall be liable for the payment of said costs to the owner.

11. Where lots border on or contain ditches, ponds or drainage canals the buyer of each lot shall keep that area, including the slopes, down to the edge of the water, mowed and maintained regularly. Washouts or erosions on the lots shall be properly tended to by the respective lot buyer, and the natural flow of water shall not be blocked.

12. Each lot is deeded to the center line of a sixty (60) foot road, except that some lots bordering or fronting on intersections, curves or turn-arounds may contain more than thirty (30) feet of easement. Each lot has a right of easement to the thirty (30) foot or more easement adjoining or abutting said lot. The Sellers hereby expressly reserve, and each buyer of any lot herein expressly grants to the sellers, their heirs, assigns, successors and legal representatives, a perpetual and non-exclusive easement, right and liberty to pass and repass along the front or side of the lot over the provided roadway shown in Survey No. 72-131 prepared by Broward Davis and Associates, Inc. Each buyer further agrees that the sellers, other lot owners and the general public have an easement on his thirty (30) foot boundary for use as a road, and all easements and right-of-ways shall be determined by Survey No. 72-131 prepared by Broward Davis and Associates, Inc. Each buyer of any lot herein expressly agrees to maintain, fill and repair such easement and right-of-way on and over his lot for street and road purposes, and each buyer shall cooperate with all other buyers herein.

13. These covenants and restrictions shall be deemed covenants running with the land, shall inure to the benefit of and

be enforceable by the sellers, their heirs and assigns, and shall be binding upon all parties and all persons claiming by, through or under the sellers until December 31, 2003, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change the covenants in whole or in part. If any party hereto, their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situate in this subdivision to prosecute any proceedings against the person or persons violating or attempting to violate any such covenants to prevent him or them from so doing or to recover damages for such violations.

14. The sellers hereby reserve unto themselves, their heirs, assigns, successors and legal representatives, a perpetual alienable and releasable easement, privilege, and right on, over and under the ground to erect, maintain and use television cables, electric and telephone poles, wires, cables, conduits, drainage ditches, sewers, water mains and roads and other suitable facilities for drainage purposes or for the conveyance and use of electricity, telephone, gas, water, or other public conveyance or utilities on, in or over all the roads shown on Survey No. 72-131 prepared by Broward Davis and Associates, Inc., together with the right of ingress and egress to and from the lands affected by such easements. Said sellers shall have the unrestricted right and power of alienation of and the unrestricted right and power to release such easements.

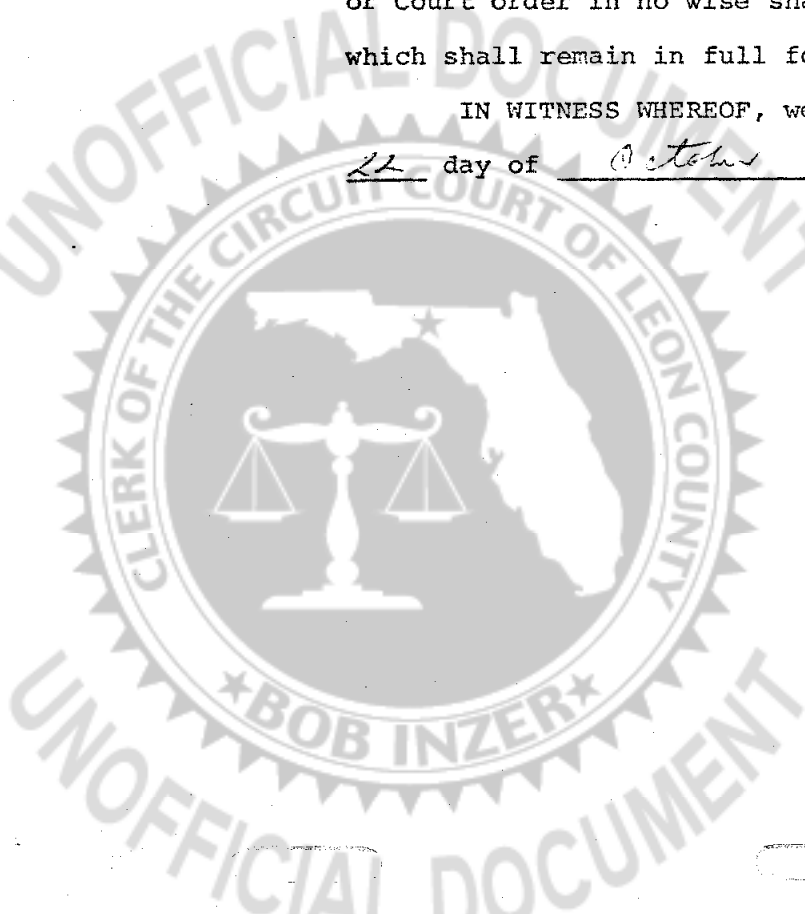
Any violation of any one of these covenants by judgment or Court order in no wise shall effect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, we have set our hands and seals this

22 day of October, 1973.

John M. McClellan (SEAL)
 JOHN M. McCLELLAN

Pansy C. McClellan (SEAL)
 PANSY C. McCLELLAN



R. Malone Peddie (SEAL)
R. MALONE PEDDIE

Darleen Peddie (SEAL)
DARLEEN PEDDIE

Signed, sealed and delivered
in the presence of:

Elyse C. Parish

Susan Cheryl Parish

STATE OF FLORIDA
COUNTY OF Carbon

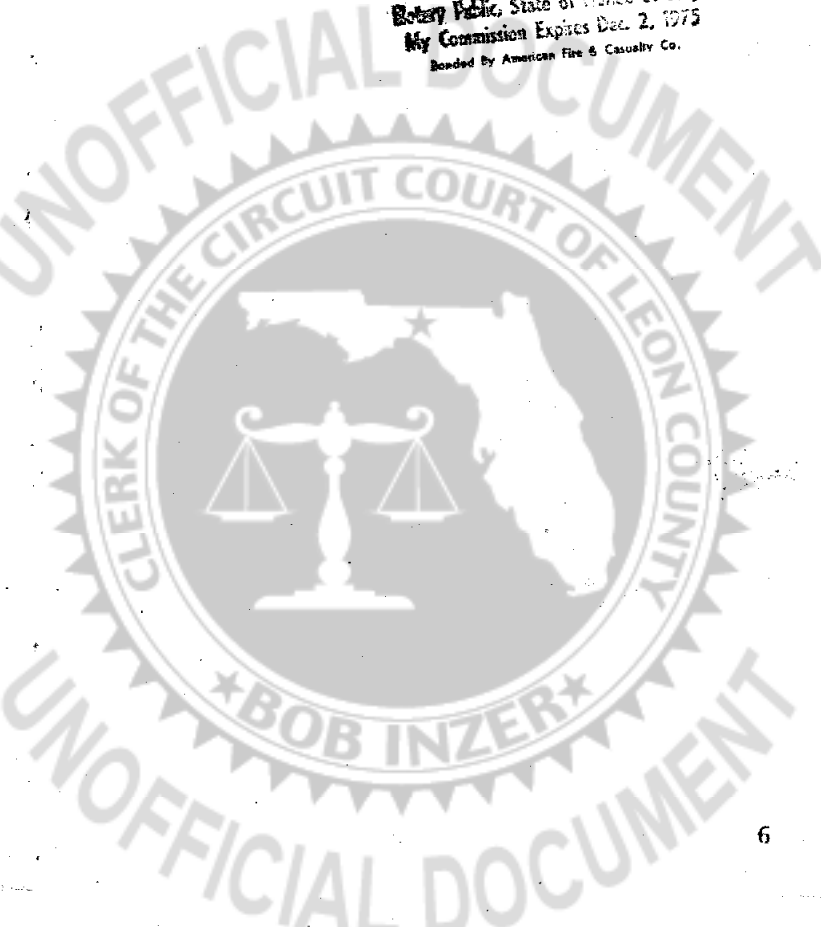
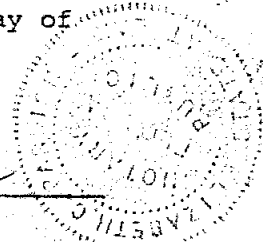
Before me personally appeared John M. McClellan and Pansy C. McClellan, his wife, and R. Malone Peddie and Darleen Peddie, his wife, to me well known and known to me to be the Sellers described in and who executed the foregoing instrument, and acknowledged to and before me that they executed the foregoing Declaration of Restrictions for the purposes therein expressed.

WITNESS my hand and official seal, this 23 day of October, 1973.

Elyse C. Parish
Notary Public

My Commission Expires: 12-2-75

Notary Public, State of Florida at large
My Commission Expires Dec. 2, 1975
Bonded by American Fire & Casualty Co.



RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
IN THE BOOK PAGE 110.
OCT 25 4 19 PM 1973
AT THE PLACE SIGNED BY
PAUL F. BRADFORD
CLERK OF CIRCUIT COURT

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