

LOTS 1-10 &
21-29 ONLY

FILED FOR RECORD

52751

JEFFERSON ACRES SUBDIVISION

SEP 18 7 58 AM 1987 AMENDED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS AS PERTAIN TO LOTS 1-10 AND 21-29 ONLY

IN THE PUBLIC RECORDS OF JEFFERSON COUNTY, FLORIDA BY THESE PRESENTS: That this Amended Declaration of Restrictions and Protective Covenants is made and entered into by Paul Leifer and Jacob Fuchsberg, hereinafter referred to as the "Owner and Developer" and W. L. Rabon, Sr. and Frances H. Rabon, husband and wife, former owner and Developer of Lots 1-10 and 21-29 of Jefferson Acres Subdivision.

BY THESE PRESENTS: That this Amended Declaration of Restrictions and Protective Covenants is made and entered into by Paul Leifer and Jacob Fuchsberg, hereinafter referred to as the "Owner and Developer" and W. L. Rabon, Sr. and Frances H. Rabon, husband and wife, former owner and Developer of Lots 1-10 and 21-29 of Jefferson Acres Subdivision.

WITNESSETH

WHEREAS, W. L. Rabon, Sr. and Frances H. Rabon, husband and wife, have previously subdivided certain lands known as Jefferson Acres Subdivision and has recorded the original Declaration of Restrictions and Protective Covenants dated December 5, 1985, in OR Book 145, page 512, Public Records of Jefferson County, Florida and by reference made a part hereof, and the parties hereby amend said Restrictions and Covenants as to Lots 1-10 and 21-29 only.

WHEREAS, the Developer and one W. L. Rabon, Sr. and Frances H. Rabon, husband and wife, are the owners of certain real property in Jefferson County, Florida, which is more particularly described as:

The Jefferson Acres Subdivision, a subdivision as per the plat thereof filed at Plat Book B, Page 47 of the Public Records of Jefferson County, Florida, and located in Section 24 and 25, Township 1 North, Range 4 East.

NOW THEREFORE, that certain Declaration dated December 5, 1985, and recorded in OR Book 145, Page 512 is hereby amended as follows and the Developer hereby declares that all of the properties described as Lots 1-10 and 21-29 only shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value attractiveness and the desirability of the lots constituting the subdivision and which shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to the Jefferson Acres Property Owner's Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot which is a part of the properties, including contract buyers, but excluding those who have such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association as provided in Article VI.

Section 4. "Common Areas" shall mean all real properties owned by the Association for the common use and enjoyment of the owners. The common area to be owned by the association at the time of conveyance of the first lot is described as: all private roads indicated on the recorded plat.

Section 5. "Lots" shall mean and refer to any plat of land shown upon any recorded subdivision map or plat of the properties.

Section 6. "Member" shall mean and refer to all those owners except those holding a mere security interest for performance of an obligation, and any other entity or person who holds membership in the association.

Section 7. "Developer" shall mean and refer to Paul Leifer and Jacob Fuchsberg and their heirs, successors and assigns.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right to ingress and egress over all private roads within the properties, which rights shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

(a) The right of the Association to establish reasonable fees from time to time for use and maintenance, to adopt and publish rules and regulations governing the use of the Common Area of properties owned or maintained by the Association and personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

Section 2. Delegation of Use. Any owner may delegate, subject to such limitations as may be imposed by the Bylaws, his right of enjoyment to the Common Areas or private roads to the members of his family, his tenants, his guests or contract purchasers who reside on the property.

Section 3. Right to Transfer. The association has the right to dedicate or transfer all or any part of the Common Areas to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument executed by a majority vote which is fifty one (51%) percent of members has been duly recorded. At the time of transfer the association is no longer responsible for maintenance.

Section 4. Other Easements. All easements indicated on the recorded subdivision plat, and those not indicated but granted by any owner for utility purposes shall be continuously maintained by the owner of such lot containing such easement area, except for any area for which a public authority or utility company is responsible.

Section 5. Partition. There shall be no judicial partition of the common area, nor shall developer, or any owner, or any person or entity acquiring an interest in the subdivision seek judicial partition thereof. Any lot held in cotenancy may be judicially partitioned.

Section 6. Right of Entry. The association shall have the right to enter any lot to perform maintenance of Common Areas after reasonable notice to owners of such lot.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Each owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The owner of each lot shall automatically be a member of the Association, provided, however, that where any lot is owned by more than one person, one of the said lot owners shall be designated to exercise all of the rights of membership on behalf of the owners of said lot.

Section 3. In the event the record owner of any lot is a corporation or other entity, such entity shall designate one of its officers or representatives as agent to exercise all of the rights of membership on behalf of the owner of said lot.

Section 4. Each lot shall be entitled to one vote at every duly called meeting of the members of the Association, including one vote in electing directors to serve on the Board of

Directors of the Association.

Section 5. Notwithstanding any of the provisions hereinabove, or provision of the charter, bylaws or other rules or regulations of the Association, the Developer shall be entitled to have absolute and complete voting control with respect to the Association until one (1) year from the date of the sale of the first lot, at which time the provisions set forth above shall take effect. Until one (1) year from the date of the sale of the first lot, the Developer shall be entitled to elect all directors and officers of the Association.

Section 6. One (1) year after the date of the sale of the first lot, the owners of all lots shall be entitled to elect a new Board of Directors, and all then serving directors shall resign their positions at that time unless re-elected in accordance with the terms hereof, and control of the Board of Directors and the Association shall vest in the majority duly elected in accordance with the terms hereof. The Developer shall schedule send out notice and coordinate said meeting.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be charges on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the owner of such property at the time the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the owners of the properties and for this improvements and maintenance of the private roads, drainage areas or easements, and Common Areas situated on the properties, including but not limited to:

(a) Payment of operating expenses of said Association, which shall include payment of insurance premiums on all insurance hereinafter acquired by the Association.

(b) Lighting, improvements and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of directional markers, signs and traffic control devices.

(c) Management, maintenance, improvement and beautification of all parks, lakes, ponds, buffer strips, recreation areas and facilities.

(d) Doing any other thing necessary or desirable, in the judgment of the said Association, to keep the properties neat and attractive or to preserve or enhance the value of the properties herein, or to eliminate fire, health or safety hazards, which in the judgment of the Association may be of general benefit to the owners or occupants of lands included in the development.

(e) Repayment of funds, and interest thereon, borrowed by the Association.

Jefferson Co. Fl.
ORBK 159, P. 013

Section 3. Maximum Annual Common Area Maintenance Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum first year annual maintenance assessment shall be One Hundred dollars (\$100.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual maintenance assessment may be increased each year not more than ten percent (10%) above the maximum assessments for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual road maintenance assessment may be increased above ten percent (10%) by vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) Until January 1 of the year immediately following the conveyance of the first lot by developer, developer may set the annual fee not to exceed the maximum. Thereafter, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum set forth above.

Section 4. Notice and Quorum for any Action Authorized under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 of this Article IV shall be sent to all members not less than 30 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty one percent (51%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, until the required quorum is present. No such subsequent meeting shall be held more than 30 days following the preceding meeting.

* Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on an annual or more frequent basis.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on January 1 of the year immediately following the conveyance of the first lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate then permitted under Florida Law. The Association may bring an action at law against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas or roads or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such

assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE V
RESTRICTIVE COVENANTS

1. No permanent dwelling shall be permitted which has a ground floor area, exclusive of open porches or garages, of less than one thousand (1000) square feet. Mobile homes are not permitted upon any lot for any purpose.

2. Trash, junk, garbage and abandoned automobiles shall not be allowed and shall be removed by the Association from any lot at the expense of the owner, if such is not removed by the owner within thirty (30) days of receipt of written notice from the Association, mailed to the owner by certified or registered mail. Any such expense for removal shall become a lien upon the property until paid in full by the owner.

3. Travel trailers, campers, motor homes and tents shall not be permitted to remain on any lot longer than ninety (90) days per year; however, an owner with a permanent dwelling on his lot will be allowed to maintain or park one (1) travel trailer or one (1) motor home on his lot.

4. No trade or business, with the exception of developer's business of selling lots in the subdivision, nor any noxious or offensive activity, shall be carried on upon the herein described lots which may be or may become an annoyance or nuisance to the owners of said property.

5. The lot owner may fence his lot along his boundary lines and graze cows, horses, goats, provided their number is limited so they do not create a nuisance to the neighboring property owners. Animal pens shall not be allowed within Two hundred (200) feet of any existing roads or if they would disturb the peaceful enjoyment of nearby landowners. Animals, whether by action or number, shall not create a nuisance to the neighbors in the development. No pigs, pig pens, chickens, chicken pens, or noxious animals shall be permitted on any property. No lot shall be fenced along its boundary with exposed electrical or barbed wire. Electrical or barbed wire may be used so long as it is protected from exposure by a board fence or some other manner so that it will not harm a neighboring land owner or a neighboring landowner's animals.

6. No more than one residential dwelling shall be permitted for each lot. Each lot shall be used for the residence of one family.

7. Finished floor elevations of all habitable structures, must be a minimum of one (1) foot above the 100 year storm. This elevation may be obtained from the Jefferson County Building Department.

8. In the event of a violation or breach of any of these restrictions by any person, the Developer, the Association or any owner of a lot covered by these Restrictions, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or prevent the violation or breach of any of them. In addition to the foregoing right, the Association shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restriction, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry or abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach, or as to any

breach occurring prior to or subsequent thereto, and shall not bar or affect its enforcement.

9. The Developer reserves the right without notice to grant to any public utility, public body or the Association a ten (10) foot wide easement for utilities and drainage across each lot along and adjacent to every lot line.

10. Nothing herein shall be construed to prohibit developer from entering upon or altering any part of the subdivision owned or controlled by developer, his heirs, assigns, transferees, contractors, or subcontractors, for the purpose of completing any work in connection with the sale of such lots in the subdivision.

11. Each owner shall, at his sole cost and expense, keep his lot and buildings in reasonable repair and shall maintain a neat appearance of their lots except for normal wear and tear.

12. The Association shall keep all common areas in reasonable repair and shall maintain a neat appearance of such areas, except for normal wear and tear.

ARTICLE VI
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Jefferson County, Florida and has been hereinbefore described in the "WHEREAS" provision on the first page hereof, and is by this reference incorporated herein.

Section 2. Additions to Existing Property. Additional land may become subject to this Declaration by recordation of additional or supplemental declarations containing essentially the same substance as the instant Declaration, in the sole discretion of the Developer. Any subsequent or supplemental Declaration of Restrictions and Protective Covenants shall interlock all rights of members to the Association to the end that all rights resulting to members of the Association shall be uniform as between all lands or properties covered hereby.

Section 3. General Provisions Regarding Additional Property. In the event additional property is added to the terms and provisions of this Declaration of Restrictions and Protective Covenants, no addition shall revoke or diminish the rights of the owners of the properties to the utilization of the common areas and private roads as established hereunder, except to grant to the owners of the properties being added the right to use the common areas and private roads as established hereunder.

ARTICLE VII
AMENDMENT BY DEVELOPER

The Developer reserves and shall have the sole and exclusive right without notice to amend these Covenants and Restrictions for the limited purpose of curing any scrivener's error, ambiguity in or inconsistencies between the provisions contained herein. Any declaration of covenants or restrictions here before recorded that bound or attempted to bind the above described property are no longer in effect, except that any rights accepted by any owner of any land that is within the subdivision pursuant to such previous declaration shall not be altered.

Jefferson Co. Fl.
ORBK 159, P. 016

ARTICLE VIII
ADDITIONAL COVENANTS AND RESTRICTIONS

No property owner, without the prior written approval of the Association, may impose any additional covenants or restrictions on the properties or any additions thereto as may hereinafter be made pursuant to Article VI hereof.

ARTICLE IX
GENERAL PROVISIONS

Section 1. Enforcement. The Association or any owner shall have the right to enforce by any proceedings at law, or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and shall have a right to collect reasonable costs and attorney fees incurred by such enforcement. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded in the public records, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the owners, and thereafter, by an instrument signed by not less than seventy-five percent (75%) of the owners. Any amendment must be recorded.

Section 4. This amendment does not affect Lots 11-20 of the subdivision and said lots remain under the full force and effect of the terms and conditions of the original Declaration as dated December 5, 1985, and recorded in OR Book 145, page 512.

IN WITNESS WHEREOF, the undersigned, being the Owner and Developer herein, executed this Declaration this 25th day of August, 1987.

WITNESSES:

Helen M. Donnelly
Mrs. Leifer
As to Paul Leifer

By: Paul Leifer
PAUL LEIFER

Helen M. Donnelly
Mrs. Fuchsberg
As to Jacob Fuchsberg

By: Jacob Fuchsberg
JACOB FUCHSBERG

Jefferson Co., Fl.
ORBK 159, P. 017

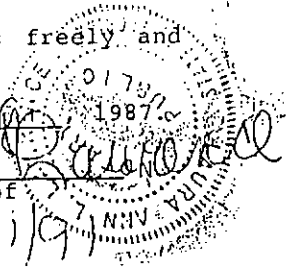
STATE OF FLORIDA
COUNTY OF Flagler

BEFORE ME, the undersigned authority, an officer duly authorized to take acknowledgments in the State and County last aforesaid, personally appeared Paul Leifer, known to me, who executed the foregoing instrument and acknowledged executing the

same in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and seal this 31st day of July, 1987.

Anna Ann B. Lawrence
Notary Public, State of
Florida at Large: 5/1/91



(SEAL)

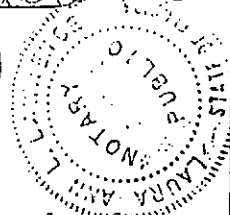
My Commission Expires:

STATE OF FLORIDA
COUNTY OF Jefferson

BEFORE ME, the undersigned authority, an officer duly authorized to take acknowledgments in the State and County last aforesaid, personally appeared Jacob Fuchsberg, known to me, who executed the foregoing instrument and acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and seal this 31st day of July, 1987.

Anna Ann B. Lawrence
Notary Public, State of
Florida at Large: 5/1/91



(SEAL)

My Commission Expires:

We, W. L. Rabon, Sr. and Frances H. Rabon, husband and wife, being the owners of certain real property contained in Jefferson Acres Subdivision, do hereby agree and covenant that the declarations contained herein shall bind such land in the exact manner as if we were the developer. Our ownership of the portion of such subdivision does not constitute the sale of lots as the developer.

WITNESSES:

J. Bubbaum Bird W. L. Rabon, Sr.
W. L. RABON, SR.

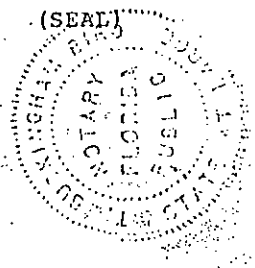
Frances H. Rabon
FRANCES H. RABON

STATE OF FLORIDA
COUNTY OF Jefferson

BEFORE ME, the undersigned authority, an officer duly authorized to take acknowledgments in the State and County last aforesaid, personally appeared W. L. Rabon, Sr. and Frances H. Rabon, husband and wife, known to me, who executed the foregoing instrument and acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and seal this 25th day of August, 1987.

J. Bubbaum Bird
Notary Public, State of
Florida at Large:



My Commission Expires:

Notary Public, State of Florida
My Commission Expires July 30, 1988
 Bonded thru Foy, Feltz, Lawrence, Inc.

T. BUCKINGHAM BIRD
ATTORNEY AT LAW
P. O. BOX 247
MONTICELLO, FLORIDA 32344

004-007-3503

August 20, 1987

Board of County Commissioners
Jefferson County, Florida
County Courthouse
Monticello, FL 32344

ATTENTION W. W. BULLOCK

Gentlemen:

Re: JEFFERSON ACRES SUBDIVISION

In accordance with your request I have examined title to the following described property situate, lying and being in Jefferson County, Florida, to-wit:

JEFFERSON ACRES SUBDIVISION, AS PER THE PLAT THEREOF FILED AT Plat Book B, page 47 of the Public Records of Jefferson County, Florida, and located in Sections 24 and 25, Township 1 North, Range 4 East, Jefferson County, Florida.

This opinion is based on abstracts of title and my personal search of the Public Records of Jefferson County, Florida, covering the period through August 20, 1987.

Based upon my examination of the above-described abstracts of title and public records, I find fee simple title to the captioned property on August 20, 1987, vested in W. L. Rabon, Sr. and Frances H. Rabon, husband and wife. South Atlantic Production Credit Association, successor to Big Bend Production Credit Association, on this date conveyed complete title to the Rabons and no longer retains any legal or equitable title to the property. Said property is subject to the following exceptions:

- a) Taxes subsequent to December 31, 1986;
- b) Any unrecorded mechanics', materialmen's or contractors' liens accruing within 90 days last past;
- c) All persons in possession of said property other than those claiming by, through or under the Rabons;

Jefferson Co. Fl.
ORBK 159, P. 019

Board of County Commissioners
August 20, 1987
Page Two (2)

- d) Any interest arising by way of use or any claim or interest arising through some document not of public record;
- e) Any zoning regulations which might affect the use of said property;
- f) Any state of facts an accurate survey and personal inspection of the premises might disclose;
- g) Lot 11 was previously conveyed to Michael R. Humphrey and Beth Anne Humphrey, husband and wife, subject to Declaration of REstrictions and Protective Covenants of the Jefferson Acres Property Owners' Association.

Very truly yours,



T. Buckingham Bird

TBB/mlw

Jefferson Co., Fl.
ORBK 159, P. 020

lots 1-10 &
21-29 only

3, and 19

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AMENDMENT TO JEFFERSON ACRES SUBDIVISION
1986 OCT 11 A 10: AMENDED DECLARATION OF RESTRICTIONS AND
PROTECTIVE COVENANTS AS PERTAIN
LOTS 1-10 AND 21-29 ONLY
IN THE PUBLIC RECORDS
OF JEFFERSON CO., FLA.
ELEANOR G. HAWKINS
CLERK OF CIRCUIT COURT

680980

WHEREAS, Amended Declaration of Restrictions and Protective
Covenants dated August 25, 1987 were recorded in Official Record Book 159, Page
011, Public Records of Jefferson County, Florida for Lots 1 through 10, and 21
through 29 of Jefferson Acres Subdivision, and described as follows:

The Jefferson Acres Subdivision, a subdivision as per the plat thereof
filed at Plat Book B, page 47 of the Public Records of Jefferson County,
Florida, and located in Section 24 and 25, Township 1 North, Range 4
East.

WHEREAS, said Amended Declaration provided that the same can be
amended by an instrument signed by not less than 90% of the owners, and

WHEREAS, more than 90% of the owners desire to amend said
Declarations as provided herein.

NOW THEREFORE, the Jefferson Acres Subdivision Amended
Declaration of Restrictions and Protective Covenants as pertains to Lots 1-10 and 21-
29 only, as referenced above are hereby amended as follows:

1. The Jefferson Acres Subdivision Amended Declaration of
Restrictions and Protective Covenants dated August 25, 1987 and recorded in Official
Record Book 159, Page 011, Public Records of Jefferson County, Florida, shall apply
only to Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 21, 22, 23, 24, 25, 26, 27, 28 and 29 of
Jefferson Acres Subdivision.

2. Lots 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 of Jefferson Acres Subdivision are not covered under the Jefferson Acres Subdivision Amended Declaration of Restrictions and Protective Covenants as pertaining to Lots 1-10 and 21-29 only, dated August 25, 1987, and recorded in Official Record Book 159, Page 011, Public Records of Jefferson County, Florida, and said Amended Declarations shall not apply to or be binding on these said lots (11 through 20).

3. Owners of Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20 of Jefferson Acres Subdivision shall not be a member of the Jefferson Acres North, Property Owner's Association, Inc., and all assessments related thereto for 1996 and all prior years are waived.

4. The Jefferson Acres North, Property Owner's Association, Inc., shall have no obligation for maintaining the road adjacent to Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20 of Jefferson Acres Subdivision.

5. Section 1 of Article I of Jefferson Acres Subdivision Amended Declaration of Restrictions and Protective Covenants as Pertains to Lots 1-10 and 21-29 Only is amended to change the definition of "Association" to mean and refer to the Jefferson Acres North Property Owner's Association.

EXECUTED by ATLANTIC LAND CONSULTANTS, INC., as owner of Lots 1, 2, 3, 4, 5, 6, 7, 8, 22, 23, 24, 25, 26, 27, 28, and 29, of Jefferson Acres Subdivision.

LAW OFFICES OF
DAVIS, BROWNING
& SCHNITKER, P.A.
P. O. DRAWER 654
MAISON, FLORIDA 32341
19041 973-4186

2

CREK PAGE
0866 0250
JEFFERSON CO., FL

ATLANTIC LAND CONSULTANTS, INC.

Virginia B. Seff

Witness

By: Jeffrey L. Forbes
Title: PRESIDENT

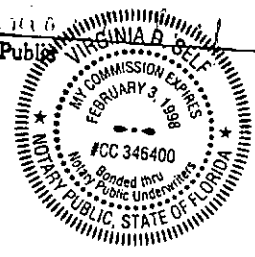
Clifford R. Brubaker Sr.

Witness

STATE OF FLORIDA
COUNTY OF LEE

This instrument was acknowledged before me this 25 day of SEPTEMBER, 1996 by JEFFREY L. FORBES, as PRESIDENT for and on behalf of ATLANTIC LAND CONSULTANTS, INC., who is personally known to me or who produced _____ as identification.

Virginia B. Seff
Notary Public



Executed by ROBERT ZYWICA and PEGGY A. ZYWICA, as owners of Lot 9 of Jefferson Acres Subdivision.

Jan S. Wheeler
Witness

Robert Zywica
Robert Zywica

Deborah Hand
Witness

Peggy A. Zywica
Peggy A. Zywica

STATE OF FLORIDA
COUNTY OF hern

This instrument was acknowledged before me this 9th day of Oct. 1996 by ROBERT ZYWICA and PEGGY A. ZYWICA, who are personally known to me or who produced _____ as identification.

Karen Roberts
Notary Public

Chief Deputy Clerk
District Court of Appeal
First District
State of Florida



LAW OFFICES OF
DAVIS, BROWNING
& SCHNITKER, P.A.
P.O. DRAWER 652
MADISON, FLORIDA 32341
(904) 973-4186

ORBK PAGE
0005 1260
JEFFERSON CO., FL

Executed by WILLIAM L. HUMPHREY, as owner of Lot 21 of Jefferson
Acres Subdivision.

[Signature]
Witness

Wm. L. Humphrey, Jr.
WILLIAM L. HUMPHREY

[Signature]
Witness

STATE OF Florida
COUNTY OF Jefferson

This instrument was acknowledged before me this 10th day of September
1996 by WILLIAM L. HUMPHREY, who is personally known to me or who
produced _____ as identification.

Julie S. Clark
Notary Public

JULIE S. CLARK
Notary Public - State of Florida
My Commission Expires Aug 26, 2000
Commission # CC 575741

NOTARY PUBLIC
STATE OF FLORIDA
COMMISSION # CC 575741
EXPIRES AUG 26, 2000