

**AMENDED  
RESTRICTIVE COVENANTS**

C. BEN BASS, grantor, and fee simple owner of certain acreage in Jefferson County, Florida, more particularly described on Exhibit "A" attached hereto and by reference made a part hereof, herewith imposes, establishes and creates the following restrictive covenants, to be in force and effect as a limitation of use upon such property by each grantee or grantees obtaining title to such property by deed, foreclosure, device, or public or private sale or by any method whatever:

1. The property herein conveyed may only be used for residential and/or agricultural purposes, except as prohibited herein.
2. Each single family residence must be site built and contain a minimum of fifteen hundred (1,500) square feet of heated and/or cooled living area, exclusive of patios, decks and unheated garages.
3. Mobile or modular homes shall not be permitted to be erected, or placed on, or allowed on this property except by unanimous approval of all property owners as described herein.
4. No owner may divide or subdivide this property into a home site smaller than ten (10) acres without unanimous consent of all other property owners who own a portion of the 198 acres deeded to grantor and further described in Exhibit "A" attached hereto and with approval by the proper Jefferson County regulatory authority.
5. No swine or hogs may be kept raised or maintained for any purposes whatsoever on this property.
6. No feedlots or commercial poultry operations shall be permitted.
7. Fowl shall be allowed provided they are properly confined, the number maintained is reasonable and the purpose for raising and maintaining the fowl is basically for domestic use and/or enjoyment. The premises must be maintained in sanitary condition.
8. Pets: Dogs, cats and other household pets shall be allowed, provided the pets are confined and maintained in a reasonable manner and the total number is not excessive. Animals kept for hunting purposes shall be considered pets. Owners shall consider and abide by the nuisance's clause of these restrictions when maintaining pets. In addition, no commercial dog kennel may be kept or maintained.
9. Other livestock, including ponies, horses, cattle, sheep and goats, may be permitted, but limited to one animal per each one and one-half acre owned.
10. In addition to any setback lines as may be required by the Jefferson County Land Development Regulations or other zoning authorities, no permanent residential structure, garage, storage building, barn, paddock, corral or other such building used

0515 0196

JEFFERSON CO., FL

IN THE PUBLIC RECORDS  
OF JEFFERSON CO., FL.  
CLERK OF CIRCUIT COURT  
2003 JUN 24 PM 3 56  
FILED FOR

115202



to shelter or confine horses or cattle shall be located nearer than 100 feet from any property line.

11. Each outbuilding, including but not limited to garages, carports and storage structures, shall be constructed only of new materials.
12. No noxious or offensive activity shall be carried on upon this property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or tend to damage or destroy either private or public property.
13. This property may not be used for storage or placement of abandoned or inoperable motor vehicles. No major repairs or extended storage of motorized vehicles, in a non-operating condition, shall be allowed unless work or storage is within an enclosed garage.
14. Cutting of oak trees 24 inches in diameter or larger will not be permitted unless necessary for the purpose of planned improvements on the property.
15. These restrictive covenants shall run with the land for the maximum period of time allowed by Florida law.
16. Enforcement: These covenants may be enforced against any grantee or property owner by the grantor or any record titleholder of any portion of the 198 acres from which this parcel was taken (or contract vendee) in a court of equity by injunctive relief or by a suit at law for damages, or both. Grantee herein agrees to pay court costs and reasonable attorney's fees for and to any party successfully enforcing these covenants against him or his successors in interest. These Restrictive Covenants shall be contained in the Warranty Deed or other document of conveyance as may be agreed upon.

*C. Ben Bass*

C. BEN BASS

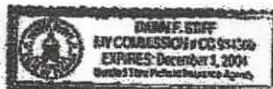
STATE OF FLORIDA  
COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority personally appeared C. BEN BASS, who states that he has authority to execute this document and impose these restrictions for the purposes set out hereunder. *Handwritten: HED 200 192 58 368 0 as JD*

DATED this *24th* day of June 2003.

(SEAL)

*[Signature]*  
Notary Public  
My commission Expires:



ORIGIN PAGE  
0515 0197  
JEFFERSON CO., FL



These Amended Covenants and Restrictions have been agreed to and approved by David L. Roberts, the only other property owner, as of this date, of a portion of the original 198 acres set forth in these Restrictive Covenants and further described in Exhibit "A" attached hereto by his notarized signature.

  
DAVID L. ROBERTS

STATE OF FLORIDA  
COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority personally appeared DAVID L. ROBERTS, who states that he has authority to execute this document and impose these restrictions for the purposes set out hereunder. *File # R163-172-42-222-D*

DATED *the 17th* day of June 2003.

  
Notary Public  
My Commission Expires:

(SEAL)



ORBR PAGE  
0515 0198  
JEFFERSON CO., FL



# EXHIBIT "A"

East One-half (E 1/2) of the Southwest One-Quarter (SW 1/4) and West One-half (W 1/2) of the Southeast One-Quarter (SE 1/4); all that portion of the South One-half (S 1/2) of Northeast One-Quarter (NE 1/4) lying South of State Road 158 and south of an unimproved dirt road leading from State Road 158 to State Road 259; Save and Except therefore that portion of the Southwest One-Quarter (SW 1/4) of Northeast One-Quarter (NE 1/4) owned by Elijah Frazier and Plakie Lee Frazier, his wife, per deed recorded in public records of Jefferson County, Florida, in Deed Book "MMM" page 278, and therein described as, to wit: Beginning at the Southwest corner of the Northeast Quarter (NE 1/4) of Section Seven (7), Township One (1) North, Range Four (4) East, and thence running East along the South line of said quarter section 551 feet, to a point, thence running due North to a point 486 feet, more or less, to a point on the Southern boundary line of the Old Monticello-Lloyd Highway, thence running Southwest along the southern boundary of said Highway 580 feet, more or less, to a point where the Western boundary line of the said Northeast one-quarter (NE 1/4) intersects said highway, thence due South along said Westerly boundary line of said Northeast One-Quarter (NE 1/4) intersects said highway, thence due South along said Westerly boundary line of said Northeast One-Quarter (NE 1/4) 306 feet, more or less to the point of beginning and containing 5 acres, more or less, with 3 rods East and West reserved along the Western side of said 5 acre tract as a roadway by Leonard A. Delp per said deed of record as aforesaid, which said reserved easement is also hereby conveyed unto said parties of the second part herein; also all that portion of the Southeast One-Quarter (SE 1/4) of the Northwest One-Quarter (NW 1/4) that lies South of State Road 158, all lands herein being in Section 7, Township 1 North, Range 4 East, being the same land conveyed by Deed of Record in the Public Records of Jefferson County, Florida, in Official Records Volume 14, page 430, and to which reference is hereby expressly directed.

ORDK PAGE  
0515 0199  
JEFFERSON CO., FL