

EXHIBIT C

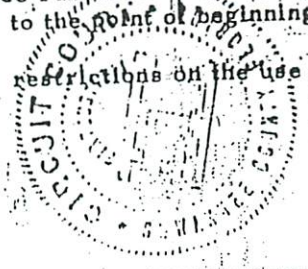
RESTRICTIVE AND PROTECTIVE COVENANTS
FOR ICHTUCKNEE RIVER ESTATES ADDITION #1

BOOK 114 PAGE 451

KNOW ALL MEN BY THESE PRESENTS, that the owners of that certain property situated within Suwannee County, Florida, more particularly described as follows:

A tract of land situated in Section 27, Township 6 South, Range 15 East, Suwannee County, Florida, said tract of land being more particularly described as follows: Commence at the Northeast corner of the aforementioned Section 27 for a point of reference and the point of beginning; thence run S. 89° 44' 49" West along the North line of said Section 27, 890.22 feet; thence run S. 06° 49' 44" West 296.25 feet to the point of curvature of a curve concave Northwesterly and having a central angle of 69° 21' 59" and a radius of 230.00 feet; thence run along the arc of said curve 278.45 feet to the point of tangency of said curve; thence run South 76° 11' 43" West, 146.64 feet to the point of curvature of a curve concave Southeasterly and having a central angle of 48° 34' 04" and a radius of 170.00 feet; thence run along the arc of said curve 144.10 feet to the point of tangency of said curve; thence run South 27° 37' 39" West, 780.98 feet to the point of curvature of a curve concave Northwesterly and having a central angle of 50° 43' 28" and a radius of 230.00 feet; thence run along the arc of said curve 203.62 feet to the point of tangency of said curve; thence run South 78° 21' 07" West, 462.11 feet to the point of curvature of a curve concave Southeasterly and having a central angle of 23° 54' 12" and a radius of 170.00 feet; thence run along the arc of said curve, 70.92 feet to the point of tangency of said curve; thence run South 54° 26' 55" West, 562.89 feet to the point of curvature of a curve concave Northwesterly and having a central angle of 24° 07' 17" and a radius of 230.00 feet; thence run along the arc of said curve 96.83 feet to the point of tangency of said curve; thence run South 78° 34' 12" West, 233.31 feet to the point of curvature of a curve concave Southeasterly and having a central angle of 10° 29' 32" and a radius of 170.00 feet; thence run along the arc of said curve 31.13 feet to the point of tangency of said curve; thence run South 68° 04' 40" West 205.81 feet to the point of curvature of a curve concave Northeasterly and having a central angle of 52° 44' 09" and a radius of 230.00 feet; thence run along the arc of said curve 211.70 feet to the point of tangency of said curve; thence run North 59° 11' 11" West, 168.74 feet to the point of curvature of a curve concave Southeasterly and having a central angle of 81° 34' 52" and a radius of 170.00 feet; thence run along the arc of said curve 242.06 feet to the point of tangency of said curve; thence run S. 39° 13' 57" West, 969.49 feet to the point of curvature of a curve concave Northwesterly and having a central angle of 53° 49' 25" and a radius of 230.00 feet; thence run along the arc of said curve 216.06 feet to the point of tangency of said curve; thence run North 86° 56' 38" West, 516.57 feet to the West line of the aforementioned Section 27; thence run South 00° 15' 11" East along the West line of said Section 27, 714.65 feet to a concrete monument and the waters edge of Santa Fe River; thence run North-easterly, Southeasterly and Northeasterly, upstream, along said waters edge, 3550 feet more or less to the intersection with the waters edge of the Ichetucknee River; thence run Northeasterly, upstream, along said waters edge 4185 feet more or less to the intersection with the East line of said Section 27 and a concrete monument; thence run North 00° 15' 11" West along said East line 484.12 feet to the point of beginning.

are desirous of placing restrictions on the use of said property.



Filed in the office of the Clerk of the Circuit Court of Suwannee County, Florida at 9:00 A.M. on the 10th day of May, A. D. 1974, and recorded in Book 114, Page 451-455. Jerry A. Scarbrough, Clerk D. C.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the parties to this agreement for and in consideration of the mutual covenants herein contained and the execution of this agreement, and in further consideration of \$1.00 in hand paid to each of the parties to this agreement and for other good and valuable considerations do herein and hereby covenant and agree one with the other, for themselves, their heirs, legal representatives and assigns the following restrictions are hereby placed upon said property above described and upon the respective portions of the undersigned as come within the boundaries of the above described property.

1. These restrictions apply to Lots 1 through 68 inclusive of the plat of Ichetucknee River Estates Addition #1.
2. These covenants are to run with the land and shall be binding on all parties and all parties and all persons claiming under them until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of the majority of the then owners of the lots it is agreed to change said covenants in whole or in part.
3. If the parties hereto, or any of them or their successors 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 situated in said development or subdivision to prosecute and proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for said violation.
4. Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
5. (a) No structure or septic tank or septic tank drain field shall be constructed nearer than seventy-five feet from any lot line on five (5) acre lots or nearer than thirty (30) ft. from any lot line on lots smaller than five (5) acres, unless in order to satisfactorily place the septic tank, it be necessary to place the residence differently, or unless the individual lot topography is such that it be necessary to vary this restriction. No structure or septic tank or septic tank drain field shall be constructed nearer than One Hundred Fifty (150) feet from the normal mean water level of the Ichetucknee and Santa Fe Rivers. In either event, the location of any structure shall be approved by the subdividers or their legally appointed representatives.
- (b) No permanent dwelling shall be permitted which has a ground floor area exclusive of open porches or garages of less than 720 square feet. No mobile home used as a permanent residence shall be permitted which has a living area exclusive of open porches or garages of less than 600 square feet. The exterior surface of all structures, including mobile homes, shall have a wooden texture and shall be stained or painted a natural wood color.
- (c) All structures, including mobile homes, and outbuildings, shall be built at an elevation two (2) feet above the maximum highwater level for the Ichetucknee and Santa Fe Rivers as recorded in April, 1973. All structures built on stilts or piling must have at least six (6) feet of headroom between the ground and floor of the structure. The top of all well casings shall extend to an elevation above ground of at least two feet above the maximum highwater level of said rivers as recorded April, 1973, and shall be sealed against infiltration from surface and flood waters.
- (d) Travel trailers, campers, motor homes and tents shall not be permitted to remain on any lot permanently, but may be used temporarily on week-ends or a maximum of three (3) months each year.

(e) Any structure built in the flood plain must be built on pole type piling and the area immediately under the floor area cannot be totally enclosed by solid wall construction. The area may be fenced and or screened. This is done to prevent realignment of flood waters.

6. Only one dwelling shall be built upon any one of the numbered lots as shown by the recorded plat.

7. The herein described lots shall not be, in any manner, divided or subdivided.

8. All building sites shall be used solely and only for residential purposes, and no structures, permanent or temporary, shall be erected, altered, placed, or permitted to remain on any lot other than one detached, single-family dwelling, which may include mobile homes permanently attached to the property. Accessory buildings, such as private garages or storage buildings, cabanas, servants rooms or guest rooms, boat houses and docks, may be erected on the premises for use only in connection with and to serve the single-family dwelling, but must be approved by the subdividers as hereinafter provided. Such outbuildings shall be limited to a total number of two, not including boat houses or docks.

9. No trade or business, nor any noxious or offensive activity shall be carried on upon the herein described lots; nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owners of said property.

10. No animals or fowl other than ducks, horses, cats and dogs, shall be kept, housed, maintained or permitted to remain upon any lot or lots covered by these restrictions.

11. Trash, junk, garbage and abandoned automobiles shall be removed 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 subdividers, mailed to owner by certified or registered mail.

12. Trees having a diameter of six (6) inches or larger, one foot above ground level may not be cut without prior written consent of subdividers unless such trees are diseased, a danger to any structure located on the lot, or need to be removed for the initial construction of structured improvements upon a lot. No hunting shall be permitted upon any lot within the subdivision.

13. No sea walls, bulkheads or devices will be permitted which will alter or impair the natural flow of the Ichetucknee and Santa Fe Rivers at normal mean water level.

14. Docks and boat ramps may be built only after receipt of permits from U. S. Corps of Engineers Office at Jacksonville, Florida, and of State of Florida Board of Trustees of Internal Improvement Fund.

15. In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the subdividers, or by virtue of any judicial proceedings, the subdividers and the owners of lots in the Subdivision or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the subdividers shall have the right, whenever there shall have been built on any lot in the Subdivision any structure which is in violation of these restrictions, 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 and 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 a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any of the restrictions herein contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

16. The foregoing covenants, restrictions and conditions constitute an easement and servitude in and upon the lands herein described, running with the land, and shall be for the benefit of all of the lands in the subdivision.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 2nd day of May, 1974.

Signed, sealed and delivered
in our presence as witnesses:

Sharon L. Mather

H. Forbes Davis (SEAL)
H. Forbes Davis

Barbara S. Mover

Nan S. Davis (SEAL)
Nan S. Davis

Mary E. O'Neal

Jasper C. Davis (SEAL)
Jasper C. Davis

Mary E. O'Neal

Marthalene M. Davis (SEAL)
Marthalene M. Davis

Mary E. O'Neal

R. Rudolph Davis (SEAL)
R. Rudolph Davis

Mary E. O'Neal

Ann R. Davis (SEAL)
Ann R. Davis

STATE OF FLORIDA
COUNTY OF ALACHUA

Personally came before me H. Forbes Davis and Nan S. Davis, his wife, who being to me well known and known by me to be the individuals described in and who executed the above and foregoing Restrictive and Protective Covenants for Ichetucknee River Estates, acknowledged before me that they signed, sealed and delivered the same at the time and place, in the manner, for the uses and purposes as therein set forth and contained.

WITNESS my hand and official seal on this 2nd day of May,
A. D. 1974.

Sharon L. Mather
Notary Public, State of Florida at Large
My Commission Expires: March 25, 1977

Notary Public, State of Florida at Large
My Commission Expires: March 25, 1977
Banded by Amelia, Inc. & Son

STATE OF GEORGIA
COUNTY OF THOMAS

Personally came before me Jasper C. Davis and Marthalene M. Davis, his wife, who being to me well known and known by me to be the individuals described in and who executed the above and foregoing Restrictive and Protective Covenants for Ichetucknee River Estates, acknowledged before me that they signed, sealed and delivered the same at the time and place, in the manner, and for the uses and purposes as therein set forth and contained.

WITNESS my hand and official seal on this 27th day of May,
A. D. 1974.

Jasper C. Davis
Notary Public, State of Georgia at Large
My Commission Expires: May 19, 1975

NOTARY PUBLIC, THOMAS COUNTY, GEORGIA
MY COMMISSION EXPIRES: MAY 19, 1975

STATE OF GEORGIA
COUNTY OF THOMAS

Personally came before me, R. Rudolph Davis and Ann R. Davis, his wife, who being to me well known and known by me to be the individuals described in and who executed the above and foregoing Restrictive and Protective Covenants for Ichetucknee River Estates, acknowledged before me that they signed, sealed and delivered the same at the time and place, in the manner, and for the uses and purposes as therein set forth and contained.

WITNESS my hand and official seal on this 27th day of April,
A. D. 1974.

Notary Public, State of Georgia at Large
My Commission Expires: 11/10/01

NOTARY PUBLIC, CHICKASAW COUNTY, GEORGIA
MY COMMISSION EXPIRES MAY 19, 1974