

THESE RESTRICTIVE COVENANTS, made and published on this 1st day of August, A.D. 1976, by CROOKED BRANCH, INCORPORATED.

WITNESSETH: THAT, WHEREAS, said CROOKED BRANCH, INCORPORATED, is the owner of the parcel of land situate, lying and being in Hamilton County, Florida, being more particularly described as:

See attached Exhibit "A".

The above property description is designated in the recorded plat of Crooked Branch, Incorporated, a subdivision of a portion of Sections 14 and 23, Township 1 South, Range 14 East, Hamilton County, Florida, recorded at Plat Book 2, pages 34 and 35 of the Official Records of Hamilton County, Florida.

WHEREAS, it is the interest, benefit and advantage of CROOKED BRANCH, INCORPORATED, and to each and every person who shall hereafter purchase any portion or parcel of the above-described property that certain restrictive covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land.

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by CROOKED BRANCH, INCORPORATED, and each and every subsequent owner of any of the above-described property, said CROOKED BRANCH, INCORPORATED, does hereby set up, establish, promulgate, and declare the following restrictive covenants to apply to all of said lots and to all persons owning said above-described property, or any of them hereafter; these restrictive covenants shall be effective immediately and run with the land and shall be binding on all persons claiming under and through CROOKED BRANCH, INCORPORATED, until 1 January, 1996, at which time said covenants may be revised or kept the same as herein set

forth, but, in any event, the said covenants shall be thereafter extended for a period of twenty (20) years and further extended for a period of twenty (20) years at the end of each successive twenty (20) year period and the said covenants are as follows:

1. LAND USE AND BUILDING TYPE. No lot shall be used for other than residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two and one-half stories in height and a private garage. However, a small temporary, architecturally approved building for the purpose of storing tools and equipment may be permitted until a dwelling is erected on the lot.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the location of the structure have been approved by the grantor, his heirs, assigns, or appointees, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation and as to compliance with the requirements of paragraph number 3, below.

3. DWELLING, QUALITY, AND SIZE. No dwelling shall be permitted on any lot in a size of less than 700 square feet in heated area, exclusive of one-story open porches and garages. It is the intention and purpose of the covenant to assure that all dwellings shall be of a high quality of workmanship and materials.

4. BUILDING LOCATION. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines as described herein. In any event, no building shall be located on any lot nearer than thirty (30) feet to the front lot line, or nearer than fifteen (15) feet to any side street line. No building shall be located nearer than ten (10) feet to

an interior lot line. Rear yards will be at least fifteen (15) feet from dwelling to rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. The setback lines as indicated hereinabove may be varied as required to make allowance for any unusual geometric size of a lot or for any good cause shown. Requests for waivers of the setback lines set forth hereinabove shall be made by application to the grantors herein, or their successors or assigns.

5. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, mobile home or other out-building shall be used on any lot at any time as a permanent residence. Temporary structures such as tents, motor homes, etc., may be used on a limited basis until a permanent structure is constructed. However, the temporary structures are to remain only while occupied and shall be removed between visits. Permanent concrete and chain link dog runs are permitted provided they have a septic tank and are concealed from view.

7. SIGNS. No sign of any kind shall be displayed to the public view on any lot, except one name sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

8. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be permanently raised, bred or kept on any lot, except that four (4) dogs, two (2) cats, and one (1) horse per member of each household, and other

household pets may be kept while the home is occupied, provided that they are not kept, bred or maintained for any commercial purpose.

9. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of twenty (20) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

11. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violating or to recover damages.

12. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

13. MISCELLANEOUS. Under no circumstances are mobile homes permitted on any lot for any purposes. Any construction by the owner of any lot shall be completed within one year from the start of said construction. No person may occupy any dwelling in which the external surfaces are not complete and to which water and septic tanks are not connected. Only underground electric service to each building utilizing electricity shall be permitted.

IN WITNESS WHEREOF, CROOKED BRANCH, INCORPORATED,
has caused these present to be executed on the day and year
first above written.

Freeman D. Jones
C. Lynn Harrison
Witnesses as to JOHN A. MacDONALD

CROOKED BRANCH, INCORPORATED

John A. MacDonald
JOHN A. MacDONALD, President

STATE OF FLORIDA

COUNTY OF

Volusia

BEFORE ME, the undersigned authority, this day
personally appeared JOHN A. MacDONALD, President of CROOKED
BRANCH, INCORPORATED, a Florida Corporation, to me known to
be the person described in and who executed the foregoing
Restrictive Covenants, and acknowledged the execution thereof
to be his free act and deed as such officer, for the uses and
purposes therein mentioned, and the said instrument is the
act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal, this 22nd day of July,
A.D. 1976.

(Notary Seal)

Freeman D. Jones
Notary Public
My Commission Expires: 9-13-78

Freeman D. Jones
Richard B. Baker
Witnesses as to MICHAEL G. WILLARD

Michael G. Willard
MICHAEL G. WILLARD, Secretary

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF

Hamilton

BEFORE ME, the undersigned authority, this day
personally appeared MICHAEL G. WILLARD, as Secretary of
CROOKED BRANCH, INCORPORATED, a Florida Corporation, to me

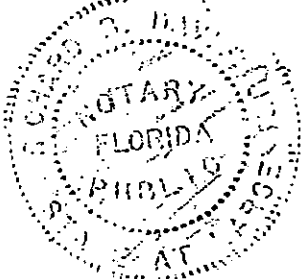
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OFFICIAL RECORDS

known to be the person described in and who executed the foregoing Restrictive Covenants, and acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned, and that he affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 1st day of August, A.D. 1976.

(Notary Seal)



Richard B. Davis, Jr.
Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires May 22, 1977
Bonded by American Fire & Casualty Co.

This Instrument Prepared By:

RICHARD B. DAVIS, JR., ESQUIRE
Post Office Drawer 1360
Jasper, Florida 32052

EXHIBIT "A"

A tract of land irregular in shape lying and being a part of Section 14 and 23, Township 1 South, Range 14 East, Hamilton County, Florida, being more particularly described as follows:

Begin at the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of Section 23, Township 1 South, Range 14 East, Hamilton County, Florida and run South 1°01'32" East along the East line of the West 1/2 of the Northeast 1/4 a distance of 2609.03 feet to the Northerly Right of Way line of a County paved road; said point being on a curve concave to the right having a radius of 225.47 feet and a total central angle of 29°58'52", thence Northwesterly along the arc of said curve and said right of way line 85.35 feet to the point of tangency of said curve; thence North 58°12'13" West still along said right of way line 789.21 feet; thence North 31°47'47" East 88.54 feet; thence North 58°12'13" West 97.19 feet; thence North 6°57'48" West 208.00 feet; thence South 88°13'51" East 232.70 feet; thence North 46°47'44" East 31.50 feet; thence North 9°10'32" East 22.00 feet; thence North 27°14'10" West 22.99 feet; thence North 50°45'49" West 34.05 feet; thence North 72°14'51" West 52.81 feet; thence North 1°01'32" West 561.00 feet to the point of curve of a curve concave to the right having a radius of 150.00 feet and a total central angle of 34°30'00"; thence Northeasterly along the arc of said curve 90.32 feet to the point of tangency of said curve; thence North 33°28'28" East 95.00 feet to the point of curve of a curve concave to the left having a radius of 100.00 feet and a total central angle of 26°15'00"; thence Northerly along the arc of said curve 45.81 feet to the point of tangency of said curve; thence North 7°13'28" East 88.00 feet to the point of curve of a curve concave to the right having a radius of 150.00 feet and a total central angle of 81°45'00"; thence Northeasterly along the arc of said curve 214.02 feet to the point of tangency of said curve; thence North 88°58'28" East 137.00 feet; thence North 1°01'32" West 470.69 feet; thence North 67°16'32" West 165.98 feet to the point of curve of a curve concave to the left having a radius of 325.00 feet and a total central angle of 19°15'00"; thence Westerly along the arc of said curve 117.59 feet to the point of tangency of said curve; thence North 86°31'32" West 122.00 feet to the point of curve of a curve concave to the right having a radius of 150.00 feet and a total central angle of 120°00'00"; thence Northwesterly and Northerly along the arc of said curve 235.81 feet to the North line of said Section 23; said point also being on the South line of said Section 14; thence continue Northeasterly along the arc of said curve 78.35 feet to the point of tangency of said curve; thence North 33°28'28" East 486.00 feet to the point of curve of a curve concave to the right having a radius of 150.00 feet and a total central angle of 145°30'00"; thence Northeasterly along the arc of said curve 43.19 feet; thence North 40°01'39" West 207.83 feet to the North line of the South 1/2 of the Southwest 1/4 of the Southeast 1/4; thence North 88°25'41" East along said North line 525.00 feet to the Northeast corner of the South 1/2 of the Southwest 1/4 of the Southeast 1/4; thence South 1°02'41" East along the East line of said South 1/2 of the Southwest 1/4 of the Southeast 1/4, Section 14, a distance of 665.08 feet to the POINT OF BEGINNING.

FILED FOR RECORD AND RECORDED IN OFFICIAL RECORD

BOOK 130 PAGE 713-19 PUBLIC RECORDS, HAMILTON

COUNTY, FLORIDA THIS 6 DAY OF August A. D. 1976

AT 3:50 O'CLOCK P. M. J. R. MILLER, CLERK

BY Rhonda Perry, DC