

RESTRICTIVE COVENANTS

THESE RESTRICTIVE COVENANTS, made and published on this 9th day of February, A.D. 1978, by McLEOD CONSTRUCTION COMPANY, INC.; ESTHER K. HORNE; JOHN J. BASS and CAROLINE BASS, his wife; and THE FIRST NATIONAL BANK OF VALDOSTA, GEORGIA, a National Banking Corporation;

WITNESSETH: THAT, WHEREAS, said McLEOD CONSTRUCTION COMPANY, INC.; ESTHER K. HORNE; JOHN J. BASS and CAROLINE BASS, his wife; and THE FIRST NATIONAL BANK OF VALDOSTA, GEORGIA, are the owners of the parcel of land situate, lying and being in Hamilton County, Florida, being more particularly described as:

SHADY OAK SUBDIVISION, as recorded at Plat Book 2, pages 39-40, of the Official Records of Hamilton County, Florida.

WHEREAS, it is to the interest, benefit and advantage of McLEOD CONSTRUCTION COMPANY, INC.; ESTHER K. HORNE; JOHN J. BASS and CAROLINE BASS, his wife; and THE FIRST NATIONAL BANK OF VALDOSTA, GEORGIA, 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 McLEOD CONSTRUCTION COMPANY, INC.; ESTHER K. HORNE; JOHN J. BASS and CAROLINE BASS, his wife; and THE FIRST NATIONAL BANK OF VALDOSTA, GEORGIA, and for each and every subsequent owner of any of the above-described property, said McLEOD CONSTRUCTION COMPANY, INC.; ESTHER K. HORNE; JOHN J. BASS and CAROLINE BASS, his wife; and THE FIRST NATIONAL BANK OF VALDOSTA, GEORGIA, do 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 become effective immediately and run with the land and shall be binding on all persons claiming under and through McLEOD CONSTRUCTION COMPANY, INC.; ESTHER K. HORNE; JOHN J. BASS

and CAROLINE BASS, his wife,, and THE FIRST NATIONAL BANK OF VALDOSTA, GEORGIA, until 1 January, 1997, 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.

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 COST, QUALITY AND SIZE. All dwellings shall be of a design, quality of workmanship and materials which are acceptable to MCLEOD CONSTRUCTION COMPANY, INC., or its successors or assignees. The main structure of any house exclusive of one-story open porches and garages, shall not be less than 1400 square feet in size.

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 20 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 15 feet to an interior lot line. Rear yards will be at least 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.

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 residence either temporarily or permanently.

7. SIGNS. No sign of any kind shall be displayed to the public view on any lot, except one professional 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 raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

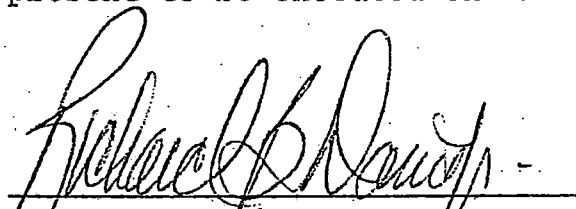
9. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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.

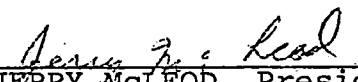
11. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violating or to recover damages.

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

IN WITNESS WHEREOF, McLEOD CONSTRUCTION COMPANY, INC.; ESTHER K. HORNE; JOHN J. BASS and CAROLINE BASS, his wife; and THE FIRST NATIONAL BANK OF VALDOSTA, GEORGIA, have caused these present to be executed on the day and year first above written.


 Witnesses as to Jerry McLeod

McLEOD CONSTRUCTION COMPANY, INC.

By:  (SEAL)
 JERRY McLEOD, President
 By virtue of a Power of Attorney
 recorded in O.R. Book 119, pages
 305-306, of the Public Records
 of Hamilton County, Florida.

(CORPORATE SEAL)

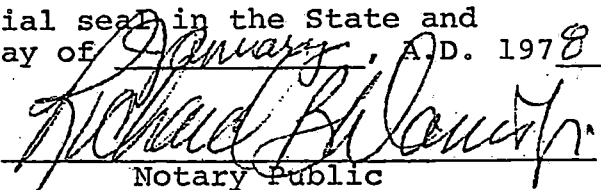
STATE OF FLORIDA

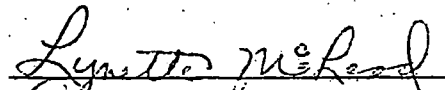
COUNTY OF HAMILTON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JERRY McLEOD, well known to me to be the President of the corporation named as owner in the foregoing Restrictive Covenants and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

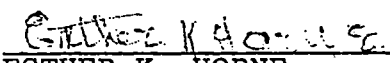
WITNESS my hand and official seal in the State and County last aforesaid, this 30th day of January, A.D. 1978.

(Notary Seal)


 Notary Public
 My Commission Expires:
 Notary Public, State of Florida at Large
 My Commission Expires June 29, 1981
 Bonded By American Fidelity Guaranty Company



 Witnesses as to Esther K. Horne

 (SEAL)
 ESTHER K. HORNE

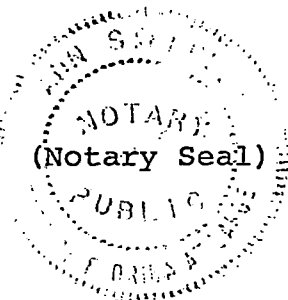
STATE OF FLORIDA

OFFICIAL RECORDS

COUNTY OF Madison

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ESTHER K. HORNE, well known to me to be the owner/mortgagee of property known as Shady Oak Subdivision and she acknowledged executing the foregoing Restrictive Covenants in the presence of two subscribing witnesses freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid, this 9th day of Feb, A.D. 1978.



Ann Steedley
Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Aug. 1, 1981
Bonded By American Fire & Casualty Company

Linda N. Smith
M. Angela Dyer

Witnesses as to John J. Bass
and Caroline Bass, his wife.

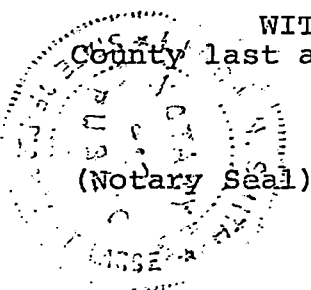
John J. Bass (SEAL)
JOHN J. BASS
Caroline Bass (SEAL)
CAROLINE BASS

STATE OF FLORIDA

COUNTY OF HAMILTON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN J. BASS and CAROLINE BASS, his wife, well known to me to be the owners/mortgagees of property known as Shady Oak Subdivision and that they acknowledged executing the foregoing Restrictive Covenants in the presence of two subscribing witnesses freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid, this 13th day of December A.D. 1977.



Linda N. Smith
Notary Public
My Commission Expires:
Notary Public, State of Florida at Large
My commission expires Dec. 19, 1979
Bonded by United States Fidelity & Guaranty Co.

ATTEST:

Clarence S. Parker
CLARENCE S. PARKER, Assistant
Vice President

(SEAL)

W. J. Adams
W. J. Adams

Witnesses as to The First
National Bank of Valdosta, Georgia

THE FIRST NATIONAL BANK OF
VALDOSTA, GEORGIA, a National
Banking Corporation.

By: Nathan J. Adams (SEAL)
NATHAN J. ADAMS, Vice President

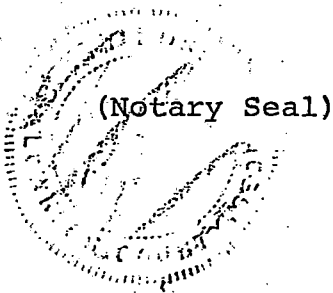
STATE OF GEORGIA

OFFICIAL RECORDS

COUNTY OF Spalding

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared NATHAN J. ADAMS and CLARENCE S. PARKER, well known to me to be the Vice President and Assistant Vice President, respectively, of THE FIRST NATIONAL BANK OF VALDOSTA, GEORGIA, a National Banking Corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 9th day of Dec, A.D. 1977.



(Notary Seal)

Betty W. Ross
Notary Public
My Commission Expires:

Notary Public, Georgia State at Large
My Commission Expires Jan. 15, 1979

This Instrument Prepared By:

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

FILE NO. 02231
RECORDED IN
BOOK 136 PAGE 792-97

FEB 10 PM 3 35



John Jones
CLERK OF CIRCUIT COURT
HAMILTON COUNTY, FLORIDA