

RESTRICTIONS

This declaration and agreement made and entered into this 30th day of July, A.D. 1971, between IRA BELLE HARRELL, a widow and surviving spouse of Conrad Harrell, deceased, ROBERT C. HARRELL and his wife, MARY ANN HARRELL; JOSEPH C. HARRELL and his wife, PATSY J. HARRELL; and IRAGENE H. GREGORY and her husband, WAYNE GREGORY, owners of the hereinafter described lands as parties of the first part and all Purchasers and respective heirs, successors and assigns of Lots one (1) through Sixteen (16) of Block "A" and Lots one (1) through nineteen (19) of Block "B" of an unrecorded survey of subdivision for Conrad Hills and prepared by Broward Davis Associates, Inc. and dated 8 June 1971 and being a part of Section 28, Township 3 North, Range 2 West and lying north of Salem Branch and said land in said Block "A" and Block "B" being more particularly described and setforth in Exhibit A attached hereto and made a part hereof parties of the Second Part.

The parties of the first part agree that all lots in said Blocks "A" and "B" of said Conrad Hills shall be sold subject to the respective covenants contained herein and all purchasers of lots in said subdivision for themselves, their heirs and assigns, by the purchase of said lots, agree to be bound by the covenants contained herein and all purchasers of lots in said subdivision for themselves, their heirs and assigns, by the purchase of said lots, agree to be bound by the covenants herein contained by reference in their respective deeds to the volume and page of the official records in the office of the Clerk of the Circuit Court of Gadsden County, Florida where this agreement will be recorded.

The purchaser as to any property in said blocks "A" and "B" of Conrad Hills and with the intent to bind all persons with whom the title to said land may hereafter vest, agrees to the following restrictive covenants:

1. No dwelling shall be erected or placed on any parcel of less than one (1) acre, and no dwelling having a heated area of less

... and prepared by  
...  
...  
Stewart Title Bank Building  
...  
Tallahassee, Florida 32301

than 1300 square feet shall be erected or placed on any parcel except as to mobile or modular homes permitted in paragraph 6 hereafter.

2. Horses and cattle may be permitted on the property and raised there, except that there shall be no more than one (1) horse or cow per acre and the owner shall adequately fence the area confining the animals in an area of the property so as not to create a nuisance to adjoining landowners. No other livestock or poultry of any kind shall be raised, bred or kept on any lot or parcel except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.

3. No lot or parcel shall be used except for residential purposes. No business or commerce shall be permitted or conducted on or from any building or parcel.

4. No building shall be located on any lot or parcel nearer than 70 feet from the right of way line of any public road and 25 feet from any side or rear lot or parcel line. For the purposes of this covenant, eaves and steps 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, or a lot, to encroach upon another lot.

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

6. Subject to any zoning requirements or restrictions, there may be placed upon Lots 7 through 16 of Block "A" and lots 11 through 19 of Block "B" a mobile or modular home to be used as a single family dwelling for a period of time not to exceed four (4) years from the date of the original purchase of the parcel or lot, subject to the requirements that the modular or mobile home condition and appearance shall be subject to approval of the Architectural Control Committee. It is required and shall be the responsibility of the owner to provide complete skirting for the modular or mobile home to be placed on as skirting within three (3) weeks of the time

of moving the mobile or modular home onto the lot or parcel. No mobile or modular home may be placed upon Lot one (1) through six (6) of Block "A" and Lots one (1) through ten (10) of Block "B".

7. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee 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. No fence or wall shall be erected, placed or altered on any lot nearer to any public road than the minimum building set back lines unless similarly approved.

The Architectural Control Committee shall be composed of Robert C. Harrell and three (3) landowners. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

8. 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-five (25) years. (From the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instru-

ment signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.)

9. 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, including damages for any depreciation in land values to other lands caused by the violation or attempted violation of any of the aforesaid restrictive covenants.

10. Invalidation of any of these covenants by judgment or court order shall not in anywise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 30th day of July A.D. 1971.

Witnesses:

[Signature]  
[Signature]

Ira Belle Harrell (SEAL)  
Ira Belle Harrell

Robert C. Harrell (SEAL)  
Robert C. Harrell

Mary Ann Harrell (SEAL)  
Mary Ann Harrell

Joseph C. Harrell (SEAL)  
Joseph C. Harrell

Patsy J. Harrell (SEAL)  
Patsy J. Harrell

Irakene H. Gregory (SEAL)  
Irakene H. Gregory

Wayne H. Gregory (SEAL)  
Wayne H. Gregory

STATE OF FLORIDA  
COUNTY OF GADSDEN

ON THIS DAY, before me, the undersigned authority, personally appeared IRA BELLE HARRELL, a widow and surviving spouse of Conrad Harrell, deceased; JOSEPH C. HARRELL and his wife, PATSY J. HARRELL; ROBERT C. HARRELL and his wife, MARY ANN HARRELL; and IRAGENE H. GREGORY and her husband, WAYNE GREGORY, to me well known and known to me to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 6 day of August A.D. 1971.

[Signature]  
Notary Public  
My Commission Expires  
[Date]

Commence at the Southwest corner of Section 28, Township 3 North, Range 2 West, Gadsden County, Florida (said point being located North 00 degrees 02 minutes 20 seconds East 5280.0 feet from the Southwest corner of Section 33, Township 3 North, Range 2 West, Gadsden County, Florida) and run thence North 00 degrees 02 minutes 20 seconds East along the Section line 1388.51 feet to a fence line thence North 87 degrees 55 minutes 02 seconds East along said fence line 1227.14 feet, thence South 44 degrees 24 minutes 48 seconds East 5.24 feet to a point lying on a cul-de-sac (the center of said cul-de-sac being located South 44 degrees 24 minutes 48 seconds East 50.0 feet), thence Southwesterly and Southeasterly along said cul-de-sac with a radius of 50.0 feet, through a central angle of 136 degrees 09 minutes 48 seconds, for an arc distance of 118.825 feet, thence South 00 degrees 34 minutes 35 seconds East 100 feet to the center of Salem Branch for the Point of Beginning. From said Point of Beginning run thence North 00 degrees 34 minutes 35 seconds West 100 feet to a point lying on a cul-de-sac (the center of said cul-de-sac being located North 00 degrees 34 minutes 35 seconds West 50.0 feet), thence Northwesterly and Northeasterly along said cul-de-sac with a radius of 50.0 feet, through a central angle of 136 degrees 09 minutes 48 seconds, for an arc distance of 118.825 feet, thence North 44 degrees 24 minutes 48 seconds West 5.24 feet, thence North 01 degree 12 minutes 05 seconds East along a line 10.0 feet East of and parallel to a fence line a distance of 1555.05 feet to the North boundary of the South half of the South half of the Northwest Quarter of the Northwest Quarter of said Section 28, thence South 89 degrees 57 minutes 40 seconds East along said North boundary 63.12 feet to the Northwest corner of the South half of the South half of the Southeast Quarter of the Northwest Quarter of said Section 28, thence South 89 degrees 57 minutes 40 seconds East along said North boundary 1282.80 feet to a fence line, thence South 89 degrees 27 minutes 35 seconds West along said fence line 210.00 feet, thence South 89 degrees 57 minutes 40 seconds East 209.06 feet, thence North 01 degree 25 minutes 19 seconds East along a line 10.0 feet East of and parallel to a fence line 1286.00 feet, thence South 89 degrees 41 minutes 34 seconds East along a line 200 feet North of and parallel to a fence line 548.22 feet to the Westerly right-of-way boundary of State Road No. 159, said point lying on a curve concave to the Northeasterly, thence Southeasterly along said right-of-way curve with a radius of 2342.01 feet, through a central angle of 03 degrees 01 minute 50 seconds for an arc distance of 123.88 feet (the chord of said arc being South 10 degrees 36 minutes 51 seconds East 123.87 feet), thence South 31 degrees 37 minutes 46 seconds East along said Westerly right-of-way boundary 874.00 feet to a point of curve to the left, thence along said right-of-way curve with a radius of 2342.01 feet, through a central angle of 03 degrees 36 minutes 28 seconds, for an arc distance of 147.47 feet, thence North 54 degrees 45 minutes 46 seconds East along said right-of-way boundary 15.0 feet to a point lying on a curve concave to the Northeasterly, thence Southeasterly along said right-of-way curve with a radius of 2327.01 feet, through a central angle of 05 degrees 09 minutes 42 seconds for an arc distance of 205.58 feet (the chord of said arc being South 49 degrees 26 minutes 45 seconds East 205.51 feet), thence South 51 degrees 58 minutes 40 seconds East along said right-of-way boundary 75.0 feet, more or less, to the center of said Salem Branch, thence Southwesterly along the center of said Salem Branch 4020 feet, more or less, to the Point of Beginning, containing 1.958 acres, more or less.

Exhibit A