

O.R.
BOOK 368 PAGE 1901

DECLARATION OF RESTRICTIVE COVENANTS

RIVER OAKS PLANTATION

STATE OF FLORIDA
COUNTY OF LEON

KNOW ALL MEN BY THESE PRESENTS, that Edward L. Wasdin and Billy D. Hatcher, of Leon County, Florida, do hereby covenant and agree to and with all other persons, firms or corporations now owning or hereinafter acquiring any interest in the property described in Exhibit "A" attached hereto, that such property shall be subject to the following restrictions as to the use thereof, running with said property by whomsoever owned, to wit:

1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

a. "Association" shall mean and refer to the RIVER OAKS PLANTATION HOMEOWNERS ASSOCIATION, INC.

b. "Board" shall mean the Board of Directors of the River Oaks Plantation Homeowners Association, Inc.

c. "Common Properties" shall be any property purchased, leased or acquired by the Association and devoted to the common use and enjoyment of the owners of the properties.

d. "Member" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any property situated upon the properties but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgage unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

e. "The Properties" shall mean and refer to all existing properties and additions thereto, as are subject to this Declaration.

f. "Declarant" shall mean Edward L. Wasdin and Billy D. Hatcher.

2. Enforcement of this Declaration shall be by the Association or any owner by an appropriate civil proceeding against any person or persons violating or attempting to violate

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RECORD VERIFIED
NICHOLAS THOMAS, CLERK CIR. CRT
TALLAHASSEE COUNTY, FLA.

BOOK 368 PAGE 1902

any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien related by these covenants; any failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any legal action brought by the Association or any owner, in which said action is successfully completed, the party against whom said action is brought hereby covenants and agrees to reimburse said party such reasonable costs incurred in said legal action, including but not limited to, reasonable attorney's fees.

3. 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 location with respect to finished grade elevation.

The initial Architectural Control Committee is composed of Edward L. Wasdin and Billy D. Hatcher. By unanimous consent, the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining member 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 the Committee any of its powers or duties.

4. Only one single family home, mobile home or duplex may be erected or placed on less than a two and one-half acre tract. All structures must have architectural approval in writing as to location, size and appearance.

5. No home shall be located on any parcel nearer that fifty (50) feet to the front lot line.

6. No mobile home shall be placed on any lot unless the mobile home is a manufactured unit with complete sanitary facilities and complies with all county and state regulations relating to mobile homes. All mobile homes shall have underskirting of reasonable quality and appearance installed around the undercarriage of the mobile home. No "homemade" or other similar quality mobile home or trailer may be placed on said lot.

D.R. 368 PAGE 1903
BOOK

7. Household pets and farm animals, except swine, may be kept on the property subject to the following conditions:
 - a. The commercial breeding of dogs and cats is prohibited,
 - b. Dog and cat kennels are prohibited.
 - c. No swine shall be allowed to be kept on any lot.
 - d. The occasional sale of farm animals is authorized.
 - e. Feed lots are prohibited.
 - f. Any of the above authorized uses shall be allowed unless and until they become unsightly or obnoxious, at which time such use will cease.
 - g. All animals shall be kept behind or within fences.
8. No noxious, offensive, immoral or illegal activity shall be carried on upon any lot, nor shall any act be committed thereon which would constitute an annoyance or nuisance to the other residents of the subdivision or to the general public.
9. The purchaser of each lot shall keep the lot mowed regularly and cleared of any unsightly objects, and where lots border or contain ditches, ponds or drainage canals, the Owner shall keep that area, including the slopes, down to the edge of the water, mowed and maintained regularly. Washouts or erosions on the lots shall be properly tended to by the respective lot Owners, and the natural flow of water shall not be blocked.
10. The Seller reserves unto itself and its successors thirty (30) feet of said lots to the center of a roadway described on the unrecorded plat of RIVER OAKS PLANTATION an easement for a roadway in conjunction with other property owners.
11. No junk cars, trash or rubble piles or any offensive eyesore shall be permitted on said property.
12. The real property shall be used for residential purposes only, except for incidental agricultural uses which may be commercial.
13. The provisions of Paragraph 17 relating to acquisition of title by a mortgagee through foreclosure or deed in lieu of foreclosure notwithstanding, so long as the Declarant owns at least 51% of the lots in this subdivision (other than those parcels which might be designated for utilities) unless specifically prohibited by other provisions contained herein, the

~~BOOK~~ 368 PAGE 1904

Declarant at its sole discretion, shall have the right to amend this Declaration in whole or in part by executing a written instrument making said changes and have the same duly recorded in the Public Records of Gadsden County, Florida. After the Declarant owns less than 51% of the lots (other than that designated for utilities), this Declaration may be changed by a majority vote of not less than two-thirds of the then lot owners, and a written instrument to such effect recorded in the Public Records of Gadsden County, Florida.

14. These are not only covenants, conditions and easements that are to run with the land, but, except as they might be amended in accordance with Paragraph 13, above, they shall be binding on all parties and all persons claiming under them for thirty (30) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of a majority of the then lot owners, it is agreed to change said covenant in whole or in part, or to terminate them.

15. The maintenance of roads, bridges, dams, and streets within the development will be supervised and/or performed by the Association and the cost thereof will be billed monthly by the Association to the owners and will be due and payable monthly. Lots which have frontage on County Highway 12 shall be exempt from costs referenced herein.

16. It is the intention of the Declarant that, not later than the time when Declarant owns less than 51% of the lots, it will form the Association. Until such time as the Association is formed however, the Declarant shall retain the exclusive right to own, control, manage and operate all of the land and facilities of the Association. Until such time as said Association is formed, however, the judgment of the Declarant shall be the judgment and decision of the Association. When the Association is formed, the Declarant shall transfer unto the Association the following:

a. All of its right, title and interest in the properties and facilities theretofore constructed on said properties.

b. All monies on hand at said time in the fund established by the assessments hereinafter provided.

c. With the specific exception of the Declarant's right to amend this Declaration, so long as it owns at least 51% of the lots in this subdivision (other than those designated as being owned by the Association and those designated for utilities) all rights, privileges, duties, responsibilities, powers, and

BOOK 368 PAGE 1905

authorities heretofore reserved unto it under the terms of this Declaration, including but not limited to its rights of enforcement of this Declaration, the collection of the assessments and/or dues hereinafter provided and the foreclosure of any liens reserved to enforce collection of said assessment and/or dues, after which event, with the just stated exception, said Association shall have all the rights, privileges, duties, responsibilities, powers and authorities herein granted and reserved to the Declarant.

17. Except as hereinafter provided, all member of the Association must pay monthly assessments and/or dues in such amounts as may from time to time be established by the Declarant (and subsequently the Association). The initial amount of assessment to be paid by the owner of each lot in this subdivision shall be \$10.00 for each month, payable monthly. Assessments and/or dues shall thereafter be due and payable on or before the first day of each month. All such assessments and/or dues shall be used to create a fund for the construction, operation and maintenance of any recreational facilities created by the Declarant or Association, for the enforcement of this Declaration, the maintenance and repair of all roads, drainage and lights in the subdivision, the payment of any taxes, assessments and liens on any property owned by the Declarant for eventual transfer to the Association (and subsequently the Association), the administration of any other responsibilities of the Declarant and the Association provided for in this Declaration for the benefit of the subdivision as a whole, but for which funds have not been otherwise provided, and to otherwise promote the betterment, beautification and security of the subdivision as the Declarant and the Association may from time to time determine. All matters relating to the assessment, collection, expenditure and administration of the funds shall be determined by the Declarant (and subsequently the Association). The amount of the assessment to be set by the Declarant may also include the cost of making and collecting said assessments. Delinquent assessments shall bear interest from the date due at the maximum rate permitted by the laws of the State of Florida and if collected through any court, such court costs and reasonable attorney's fees as set by the Court shall be added to said assessment. Unless approved by the Owners of at least 51% of the lots in the subdivision, the Declarant (and subsequently the Association) may not raise the above mentioned assessments by more than five percent in any one calendar year. Except as

C.R. 368 PAGE 1908
BOOK

hereinafter provided, no assessments or dues shall accrue against a lot while it is owned by a bona fide mortgagee which has loaned money to an owner of a lot for the purchase thereof and/or the construction of improvements thereon and which mortgagee has acquired title to said lot by a foreclosure of its lien or a reconveyance to said mortgagee in lieu of foreclosure. If, however, said mortgagee rents or otherwise allows said property to be utilized by anyone, for a fee or otherwise, the aforesaid assessments and/or dues shall accrue against the land as hereinafter provided for the periods of time said property is rented or otherwise utilized. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with interest thereon and cost of collection thereof as herein provided, thereupon become a lien on the property which shall bind such property in the hands of the then owner. No dues OR ASSESSMENTS SHALL BE ASSESSED AGAINST THOSE LOTS WHICH HAVE FRONTAGE ON COUNTY HIGHWAY NO. 12.

18. In the event damage occurs to the driveway or drainage facilities along the road on a lot, which damage is occasioned by the negligent act or failure to act by the owner thereof, and the owner, after request by the Declarant (and subsequently the Association), fails to repair said damage, then the Declarant (and subsequently the Association) shall have the right, but not the obligation, to repair such damages and to assess that owner of the lot for all costs and expenses incurred in connection therewith. The amount so assessed shall be due and payable immediately by the owner of the property so affected to the Declarant (and subsequently the Association).

19. Except as hereinabove provided concerning the period of ownership of a lot by a bona fide mortgagee who has acquired title to a lot by foreclosure or reconveyance in lieu thereof, in order to secure the payments of the assessments and/or dues provided in this paragraph, a vendor's lien, or its equivalent, shall be and is hereby expressly reserved to secure the payment of said assessments and/or dues, which lien may be enforceable by appropriate judicial process by the Declarant (and subsequently the Association). Such vendor's lien shall, however, be automatically junior and subordinate to the lien or liens of any bona fide mortgagee which hereafter lends money to the owner of any lot for the purchase of such property or the construction of improvements thereon. It is expressly further provided, however, that the foreclosure of any prior lien against any lot shall

O.R. 368 PAGE 1907
BOOK

extinguish only the amount of the accrued and unpaid assessments and/or dues against such lot as of the date of such foreclosure, and shall not terminate the liability of the new owner of such lot for payment of assessments and/or dues which shall accrue subsequent to the date of such foreclosure. In the event the Declarant transfers the right to collect the assessments and/or dues to the Association, the Declarant shall likewise have the right to transfer and assign its right to all vendor's liens securing payment thereof to the Association.

20. Invalidation of any covenant or restriction (by court judgment or otherwise) shall not effect in any way the validity of all other covenants, restrictions, reservations and conditions, all of which shall remain in full force and effect. Acquiescence, regardless of time involved in any violation, shall not be deemed a waiver of the right to enforce against the violator or others the conditions and covenants so violated or any other conditions. The Declarant, its successors and assigns, shall have the right to enter the property of the violator and correct the violation, or to require that the same be corrected and to recover the cost or damage thereof.

21. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, shall be a member of the Association when it is formed, provided, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member. The requirement of membership shall not apply to any mortgagee acquiring title by foreclosure or otherwise pursuant to the mortgage instrument.

The Association shall have one class of voting membership: The members shall be all those owners as defined herein, including the Declarant. Each member shall be entitled to one vote for each lot owned. When more than one person holds such interest or interests in any lot or dwelling, all such persons shall be the members, and the vote for such lot or dwelling shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

22. Every lot owner, subject to the terms hereof, shall have a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall

~~BOOK~~ 368 PAGE 1908

pass with the title to every lot. Such right of enjoyment is subject to the rights of the Association as set forth in its Articles of Incorporation and By-Laws. The rights of the owners shall in no wise be altered or restricted because of the location of the common property. Common property belonging to the Association shall result in membership entitlement, notwithstanding the unit in which the lot is located, or whether the common property is located in an adjacent unit.

23. Each owner, by acceptance of a deed to a lot in the subdivision, whether or not it shall be expressed in any such deed, shall be deemed to covenant and agree to pay all liens and assessments called for in this Declaration.

24. In addition to the annual assessments called for in Paragraph 17, the Declarant (and subsequently the Association) may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least 30 days in advance, and shall set forth the purpose of the meeting. The due date of any special assessment shall be fixed in the resolution authorizing the assessment. The procedures for adopting such assessments shall be established in the By-Laws to the Association.

25. All lot owners subject to this Declaration shall make no future subdivision of their lots into tracts containing less than two and one-half acres, and only one dwelling unit may be located on any tract so created.

26. The Declarant hereby reserves unto itself, its successors, legal representatives and assigns, a perpetual, alienable and releaseable easement, privilege and right on, over and under the common properties, to erect, maintain and use television cables, electric and telephone poles, wires, cables, conduits, drainage ditches, sewers, water mains and other suitable facilities for drainage purposes, or for the conveyance and use of electricity, telephone, gas, water or other public

O.R. BOOK 368 PAGE 1909

conveyances or utilities on, in or over all the easements reserved or shown on the plat of RIVER OAKS PLANTATION, together with the right of ingress and egress to and from the lands effected by such easements. Said Declarant shall have the unrestricted right and power of alienation of and the unrestricted right and power to release such easements.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the 5th day of MARCH 1990.

DECLARANT:

Jai Hatch
Witness

Edward L. Wasdin
EDWARD L. WASDIN

[Signature]
Witness

Jai Hatch
Witness

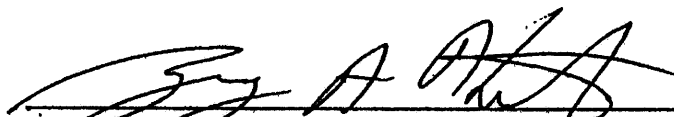
Billy D. Hatcher
BILLY D. HATCHER

[Signature]
Witness

O.R.
BOOK 368 PAGE 1910

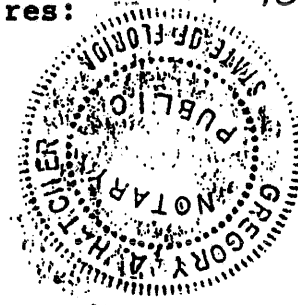
STATE OF FLORIDA
COUNTY OF LEON

THE FOREGOING INSTRUMENT was sworn to and subscribed before
me by EDWARD L. WASDIN and BILLY D. HATCHER this 5th day
of MARCH, 1990.



Notary Public
My commission expires: 2-19-90

(seal)



Prepared by;
O. Earl Black, Jr.
631 Medallion Way
Tallahassee, Florida 32301

D.R. 368 PAGE 1911
BOOK

EXHIBIT "A"

Commence at a concrete monument (found) marking the Northwest corner of SECTION 11, Township-2-North, Range-3-West of GADSDEN COUNTY, FLORIDA, and run thence South 00 degrees 25 minutes 48 seconds East 554.38 feet to a concrete monument (set) lying on the Southerly right-of-way boundary of STATE ROAD NO. 12 for the POINT OF BEGINNING.

From said POINT OF BEGINNING run thence in a Southeasterly direction along the Southerly right-of-way boundary of STATE ROAD NO. 12 as follows;

South 86 degrees 32 minutes 35 seconds East 1569.07 feet to a point of curve to the right; thence along said curve with a radius of 1860.18 feet through a central angle of 21 degrees 13 minutes 55 seconds for an arc distance of 689.32 feet (the chord of said arc being South 75 degrees 55 minutes 38 seconds East 685.38 feet); thence South 65 degrees 18 minutes 40 seconds East 1303.40 feet; thence South 24 degrees 41 minutes 20 seconds West 25.00 feet; thence South 65 degrees 18 minutes 40 seconds East 1200.00 feet; thence North 24 degrees 41 minutes 20 seconds East 5.00 feet; thence South 65 degrees 18 minutes 40 seconds East 869.08 feet; thence leaving said Southerly right-of-way boundary and run South 00 degrees 36 minutes 49 seconds East 329.53 feet to a point lying in LITTLE RIVER (said point witnessed by a concrete monument (found) being North 00 degrees 36 minutes 49 seconds West 25.29 feet); thence run South 02 degrees 29 minutes 26 seconds East 774.66 feet to a 3 foot iron pipe (found); thence South 00 degrees 38 minutes 46 seconds East 1820.95 feet to a concrete monument (set); thence South 89 degrees 15 minutes 47 seconds West 5206.42 feet to a drive shaft (found); thence North 02 degrees 40 minutes 55 seconds West 2633.76 feet to a 4" x 4" concrete monument (found); thence South 89 degrees 38 minutes 41 seconds West 1319.81 feet to a concrete monument (found) marking the beginning of the boundary line described in Official Records Book 229 Page 482 of the Public Records of GADSDEN COUNTY, FLORIDA; thence run South 89 degrees 54 minutes 23 seconds West along said boundary line and a projection thereof a distance of 4035.88 feet to a concrete monument (set) lying on the Easterly boundary line of DEERWOOD SUBDIVISION, UNRECORDED; thence leaving the aforesaid boundary line and the projection thereof, and run North 00 degrees 26 minutes 56 seconds East along said Easterly line of DEERWOOD SUBDIVISION a distance of 2947.29 feet to a point marking the intersection of said Easterly line with the aforesaid Southerly right-of-way boundary of STATE ROAD NO. 12; said point lying on a curve concave Northeasterly; thence along said curve and Southerly right-of-way boundary as follows; thence along said curve with a radius of 11539.83 feet through a central angle of 06 degrees 54 minutes 10 seconds for an arc distance of 1390.27 feet (the chord of said arc being South 72 degrees 02 minutes 37 seconds East 1389.43 feet); thence South 14 degrees 30 minutes 19 seconds West (radial) 25.00 feet to a point lying on a curve concave Northeasterly;

O.R. 368 PAGE 1912
BOOK

thence along said curve with a radius 11564.83 through a central angle of 01 degrees 14 minutes 49 seconds for an arc distance of 251.67 feet (the chord of said arc being South 76 degrees 07 minutes 02 seconds East 251.66 feet); thence North 13 degrees 15 minutes 30 seconds East (radial) 25.00 feet to a point lying on a curve concave Northeasterly; thence along said curve with a radius of 11539.83 feet through a central angle of 02 degrees 54 minutes 43 seconds for an arc distance of 586.50 feet (the chord of said arc being South 78 degrees 11 minutes 51 seconds East 586.44 feet) to a concrete monument (set); thence leaving said Southerly right-of-way boundary and run South 09 degrees 37 minutes 04 seconds West 343.60 feet to a 3/4 inch iron pipe (found) lying on the centerline of the old G.F. & A. railroad bed; thence run North 81 degrees 05 minutes 04 seconds East along said centerline a distance of 222.10 feet to a concrete monument (set); thence leaving said centerline and run North 09 degrees 29 minutes 41 seconds East 272.24 feet to a concrete monument (set) lying on the aforesaid Southerly right-of-way boundary of STATE ROAD NO. 12; said point lying on a curve concave Northeasterly; thence along said curve and Southerly right-of-way boundary as follows; thence along said curve with a radius of 11539.83 feet through a central angle of 00 degrees 46 minutes 51 seconds for an arc distance of 157.28 feet (the chord of said arc being South 81 degrees 05 minutes 14 seconds East 157.28 feet); thence South 08 degrees 31 minutes 22 seconds West (radial) 10.00 feet to a point lying on a curve concave Northeasterly; thence along said curve with a radius of 11549.83 through a central angle of 01 degrees 29 minutes 43 seconds for an arc distance of 301.44 feet (the chord of said arc being South 82 degrees 13 minutes 29 seconds East 301.43 feet); thence South 07 degrees 01 minutes 39 seconds West (radial) 20.00 feet to a point lying on a curve concave Northeasterly; thence along said curve with a radius of 11569.83 through a central angle of 03 degrees 34 minutes 14 seconds for an arc distance of 721.01 feet (the chord of said arc being South 84 degrees 45 minutes 28 seconds East 720.90 feet); thence South 86 degrees 32 minutes 35 seconds East 1185.00 feet; thence North 03 degrees 27 minutes 25 seconds East 30.00 feet; thence South 86 degrees 32 minutes 35 seconds East 619.20 feet to the POINT OF BEGINNING. Containing 772.470 acres, more or less.

LESS AND EXCEPT:

39.95 acres, more or less, lying East of LITTLE RIVER.

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O.R. BOOK 368 PAGE 1901 - 1912
REC. NICHOLAS THOMAS, CLERK
GADSDEN CO., FLORIDA

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AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS

RIVER OAKS PLANTATION

STATE OF FLORIDA
COUNTY OF LEON

O.R.
BOOK 369 PAGE 55

WHEREAS, Edward L. Wasdin and Billy D. Hatcher caused to be executed and recorded that Certain DECLARATION OF RESTRICTIVE COVENANTS, RIVER OAKS PLANTATION, as recorded in Official Record Book , page of the Public Records of Gadsden County, Florida, and

WHEREAS, pursuant to Section 13 of said document, so long as Edward L. Wasdin and Billy D. Hatcher own 51% of the lots within said River Oaks Plantation, they have the right to amend said Restrictive Covenants, and

WHEREAS, as of the date hereof, said Edward L. Wasdin and Billy D. Hatcher are the record title holders of 51% of the lots in said subdivision, and by the terms of the Restrictive Covenants, hereby elect to modify and amend the terms thereof,

NOW THEREFORE WITNESSETH, that the DECLARATION OF RESTRICTIVE COVENANTS, RIVER OAKS PLANTATION, as recorded in Official Record Book , page of the Public Records of Gadsden County, Florida, be and the same are hereby amended as follows:

1. Paragraph 13 is amended by adding the following:

The provisions hereof authorizing the Declarant to amend these Restrictive Covenants shall apply only to Lots 41, 42, 43, 44, 45 and 46.

2. Paragraph 1 f. is created to read as follows:

"Lot" shall mean any numbered lot on the plat of the subdivision of River Oaks Plantation, together with any buildable parcel created by the subdivision of any such lot.

**O.R.
BOOK 369 PAGE 58**

3. Paragraph 13 is amended by adding the following:

The Declarant and/or the Association shall have the responsibility of maintaining all roadways in common properties. Assessments authorized in Paragraphs 17 and 24 may be utilized to fund such maintenance. No portions of such assessments can be used to construct improvements until such time as the Declarant has sold more than 51 % of the lots, and the Association has been incorporated.

4. All provisions in Paragraph 17 exempting Mortgagees who become Lot owners from paying the assessments authorized in Paragraphs 17 and 24 are hereby deleted.
5. Special assessments authorized in Paragraph 24 shall be allowed only after the Declarant has sold more than 51% of the Lots and the Association has been formed and is in operation.
6. The roadways, utility and drainage easements and other common properties shall be defined by metes and bounds description, or other satisfactory manner.

O.R. BOOK 369 PAGE 57

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this day of April, 1990.

[Signature]
Witness

Edward L. Wasdin
EDWARD L. WASDIN

[Signature]
Witness

[Signature]
BILLY D. HATCHER

STATE OF FLORIDA
COUNTY OF LEON

THE FOREGOING INSTRUMENT was sworn to and subscribed before me by EDWARD L. WASDIN and BILLY D. HATCHER this day of April, 1990.

[Signature]
Notary Public
My commission expires: 4-19-92

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O.R. BOOK 369 PAGE 55-57
REG. NICHOLAS THOMAS, CLERK
GADSDEN CO., FLORIDA

'90 MAY 8 PM 3 56

FILED, RECORDED AND
RECORD VERIFIED
NICHOLAS THOMAS, CLERK CH. CRT
GADSDEN COUNTY, FLA.
BY [Signature] D.C.

O.R. BOOK 371 PAGE 7

AMENDMENT TO
DECLARATION OF RESTRICTIVE COVENANTS
RIVER OAKS PLANTATION

STATE OF FLORIDA
COUNTY OF LEON

KNOW ALL MEN BY THESE PRESENTS, that Edward L. Wasdin and Billy D. Hatcher, of Leon County, Florida, do hereby covenant and agree to and with all other persons, firms or corporations now owning or hereinafter acquiring any interest in the property described in Exhibit "A" attached hereto, which property is subject to that certain DECLARATION OF RESTRICTIVE COVENANTS as recorded in Official Record Book OR 368, Page 1901 of the Public Records of Gadsden County, Florida, that such property shall also be subject to the following AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS as to the use thereof, which shall run with said property by whomsoever owned, to wit:

27. There shall be, and there is hereby created, a CONSERVATION EASEMENT, over, above and across the property described in Exhibit "B" attached hereto and made a part hereof, and there shall be no improvement, clearing or development within such easement. Nothing herein however, shall prohibit reasonable access over and across such property.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the 6th day of July 1990.

DECLARANT:

Edward L. Wasdin
EDWARD L. WASDIN

Jay Hotel
Witness
Frances M. Lamb
Witness

'C.R.' BOOK 371 PAGE 8

Jain Hatch
Witness

Billy D. Hatcher
BILLY D. HATCHER

Frances W. Lamb
Witness

STATE OF FLORIDA
COUNTY OF LEON

THE FOREGOING INSTRUMENT was sworn to and subscribed before me by EDWARD L. WADDIN and BILLY D. HATCHER this 6th day of July, 1990.

Frances W. Lamb
Notary Public
My commission expires:

Notary Public, State of Florida
My Commission Expires Sept. 6, 1992
Bonded Thru Troy Fair - Insurance Inc.

(seal)

Prepared by:
G. Earl Black, Jr.
631 Medallion Way
Tallahassee, Florida 32301



SURVEYING



C.R. BOOK 371 PAGE 9
ENGINEERING

BOBBY A. PRESNELL AND ASSOCIATES INCORPORATED
1221 COMMERCIAL PARK DRIVE SUITE #1
TALLAHASSEE, FLORIDA 32303

— 386-3462 —

A 50.00 foot conservation easement lying 50.00 feet right of the following described line:

Commence at a concrete monument (found) marking the Northwest corner of SECTION 11, Township-2-North, Range-3-West of GADSDEN COUNTY, FLORIDA, and run thence South 00 degrees 25 minutes 48 seconds East 554.38 feet to a concrete monument (set) lying on the Southerly right-of-way boundary of STATE ROAD NO. 12; thence run in a Southeasterly direction along the Southerly right-of-way boundary of STATE ROAD NO. 12 as follows;

South 86 degrees 32 minutes 35 seconds East 1569.07 feet to a point of curve to the right; thence along said curve with a radius of 1860.18 feet through a central angle of 21 degrees 13 minutes 55 seconds for an arc distance of 689.32 feet (the chord of said arc being South 75 degrees 55 minutes 38 seconds East 685.38 feet); thence South 65 degrees 18 minutes 40 seconds East 1303.40 feet; thence South 24 degrees 41 minutes 20 seconds West 25.00 feet; thence South 65 degrees 18 minutes 40 seconds East 1200.00 feet; thence North 24 degrees 41 minutes 20 seconds East 5.00 feet; thence South 65 degrees 18 minutes 40 seconds East 869.08 feet to the POINT OF BEGINNING of said conservation easement.

From said POINT OF BEGINNING and leaving said right-of-way boundary run thence South 00 degrees 36 minutes 49 seconds East 329.53 feet to a point lying in LITTLE RIVER (said point witnessed by a concrete monument (found) being North 00 degrees 36 minutes 49 seconds West 25.29 feet); thence run South 02 degrees 29 minutes 26 seconds East 774.66 feet to a 3 foot iron pipe (found); thence South 00 degrees 38 minutes 46 seconds East 1820.95 feet to a concrete monument (set); thence South 89 degrees 15 minutes 47 seconds West 5206.42 feet to a drive shaft (found); thence North 02 degrees 40 minutes 55 seconds West 2633.76 feet to a 4" x 4" concrete monument (found); thence South 89 degrees 38 minutes 41 seconds West 1319.81 feet to a concrete monument (found) marking the beginning of the boundary line described in Official Records Book 229 Page 482 of the Public Records of GADSDEN COUNTY, FLORIDA; thence run South 89 degrees 54 minutes 23 seconds West along said boundary line and a projection thereof a distance of 4035.88 feet to a concrete monument (set) lying on the Easterly boundary line of DEERWOOD SUBDIVISION, UNRECORDED and the end of said conservation easement and also a conservation easement lying 50.00 feet each side of the LITTLE RIVER as it runs across RIVER OAKS PLANTATION.

9005493

371 7-9
RES. NICHOLAS THOMAS, CLERK
GADSDEN COUNTY, FLORIDA

FILED, RECORDED AND
RECORD VERIFIED
NICHOLAS THOMAS, CLERK CIR. CRT
GADSDEN COUNTY, FLA.

BY  D.C.

SHEET 2 OF 2

PSR #818-12-89
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RIVER OAKS PLANTATION
CONSERVATION EASEMENT