

1982 AUG -4 AM 8:47
CARLTON TUCKER
CLERK CIRCUIT COURT
WAKULLA COUNTY, FLORIDA

THIS AGREEMENT, Made this 7th day of July, A. D., 1982, between GRANVILLE JAMES, EVELYN R. FLACK, B. J. CASTOLDI, STEVE McCLAIN and ANN McCLAIN, his wife, RONNIE SURBER, PATRICIA SURBER, RAY YAWN and JANET LANIGAN, his wife, and THOMAS L. JOHNSON and DELANO JOHNSON, his wife, of the County of Wakulla and State of Florida, parties of the first part, and JOHN SHUFF, whose address is Route 3, Box 169, Crawfordville, Florida 32327, of the County of Wakulla and State of Florida, party of the second part.

WITNESSETH, That Whereas, heretofore, to-wit, on the 23rd day of February, A. D., 1979, the said Granville James, Evelyn R. Flack and B. J. Castoldi entered into a sales agreement and also an escrow agreement with the party of the second part hereto wherein and whereby the said James, Flack and Castoldi agreed to convey to the party of the second part for the considerations therein set out and a term of years and plan of payment therein stated. the following described land, situate, lying, and being in the County of Wakulla and State of Florida, to-wit:

Commencing at the Southwest corner of Lot 69 of Hartsfield Survey of Lands in Wakulla County, Florida (marked by a concrete monument buried in the J. K. Moore Road), thence run North 72 degrees 13 minutes 57 seconds East along the south boundary of Lot 69, H. S., 672.27 feet to a concrete monument on the east right-of-way of a county road, thence run North 01 degree 38 minutes 44 seconds East along the east right-of-way of county road 665.62 feet to a concrete monument at the southeast corner of lands of G. M. James, Sr., thence run North 88 degrees 26 minutes East along the south boundary of the G. M. James tract 741.56 feet to a concrete monument, thence run North 01 degree 38 minutes 44 seconds East along the east boundary of the James tract 730.10 feet to a concrete monument and the point of beginning of tract herein described. From said point of beginning, continue North 01 degree 38 minutes 44 seconds East along the east boundary of lands of G. M. James, Sr. and the lands of Thomas Johnson, at ux, 1428.33 feet to a concrete monument, thence run North 71 degrees 08 minutes 40 seconds East 1647.43 feet to a concrete monument, thence run South 15 degrees 22 minutes 30 seconds East, along the west boundary of the lands of Evelyn R. Flack 1783.11 feet to a concrete monument, thence run South 83 degrees 22 minutes 17 seconds West along the north boundary of lands of Evelyn R. Flack, B. J. Castoldi and Granville James, Sr., 2086.78 feet to the point of beginning, situate, lying and being in Lot 69 of Hartsfield Survey of Lands in Wakulla County, Florida, containing 67.51 acres,

and

WHEREAS, Thereafter, the said party of the second part conveyed to Steve McClain and Judy McClain, his wife, two acres of the above described land. That in the sales agreement and escrow agreement between James Flack, Castoldi and John Shuff, it was agreed that the deed to be executed and delivered to the

said party of the second part should contain the following restrictions,

to-wit:

1. Said land shall be used for residential purposes only.
2. Only one dwelling house, containing not less than 1200 square feet heated area, may be erected upon each 2.5 acre tract of land.
3. No mobile home shall be placed upon the above described land, except for a limited period of time and then only with the written consent of all adjoining property owners,

and

WHEREAS, All of the parties hereto have mutually agreed that Restriction No. 2, reading as follows, "Only one dwelling house, containing not less than 1200 square feet heated area, may be erected upon each 2.5 acre tract of land," and

WHEREAS, The parties hereto wish to change said Restriction No. 2 to read, "... upon each 2.0 acre tract of land."

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, It is mutually agreed between all of the parties hereto that said above mentioned Restriction No. 2 shall be and is hereby altered to read as follows, "Only one dwelling house, containing not less than 1200 square feet of heated area, may be erected upon each 2.0 acre tract of land," and that the following additional Restrictions affecting each and every portion of the above described land shall be and are hereby added to each tract heretofore sold from the above described 67.51 acres:

1. No mobile or modular homes will be allowed upon said land.
2. All homes shall have at least 1200 square feet of heated living area.
3. All homes are to be at least two blocks (16") high at the highest corner, with the foundation walls covered by brick, parging, or initial use of finished material.
4. Once construction is begun, exterior work must proceed continuously until completion within twelve months.
5. No structure of a temporary character shall be located on any lot at any time.
6. Boats and recreational vehicles shall be parked in a garage or parked behind the residence out of view of the "front" street.

7. No prominent structure of any kind shall be permitted within 50 feet of the shoreline of the lake. This does not include small docks. The digging of canals from the lake into lots is prohibited.
8. No lot will be allowed to become a dumping ground for scraps, litter or rubbish. Trash, garbage, or other waste shall not be allowed to accumulate.
9. Setbacks; Side setbacks to be twenty (20) feet and front setbacks shall be at least forty (40) feet as shown on the recorded plat.
10. No trees of more than six inches (6") in diameter shall be cut within the front or side setbacks except where needed for a driveway, or utility easements.
11. Upon completion of the lake project, no trees exceeding six inches (6") in diameter which are within fifty (50) feet of the shoreline shall be cut.
12. Only "silent" motors will be allowed on the lake; no gas or diesel powered motors shall be allowed.
13. Horses, poultry, or livestock in general are acceptable as long as the owner has five (5) contiguous acres of land, the said land is fenced, and that the stables be kept at least 150 feet from an adjacent boundary.
14. Dogs and other household pets are to be confined to an owner's lot.
15. No obnoxious or offensive activity will be carried on upon any lot.
16. No hunting or trapping shall be allowed in Tupelo Ridge.
17. All vehicles operated in area are subject to posted speed limits and are to stay within road easements.
18. All lots shall be used for residential purposes only.
19. Wells and their tanks are to be enclosed in a permanent structure.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals on the day and year first above written.

Signed, sealed, and delivered in the presence of us:

A. L. [Signature]
Louis W. Tucker

[Signature] (SEAL)
GRANVILLE JAMES
[Signature] (SEAL)
EVELYN R. FLACK
[Signature] (SEAL)
B. J. CASTOLDI

Steve McClain (SEAL)
STEVE McCLAIN

Ann M. McClain (SEAL)
ANN McCLAIN

John Shuff (SEAL)
JOHN SHUFF

Ronnie Surber (SEAL)
RONNIE SURBER

Patricia Surber (SEAL)
PATRICIA SURBER

Ray Yawn (SEAL)
RAY YAWN

Janet Lanigan (SEAL)
JANET LANIGAN

Thomas L. Johnson (SEAL)
THOMAS L. JOHNSON

Delano Johnson (SEAL)
DELANO JOHNSON

STATE OF FLORIDA,
COUNTY OF WAKULLA.

This day personally appeared before me, the undersigned authority, Granville James, Evelyn R. Flack, B. J. Castoldi, Steve McClain and Ann McClain, his wife, John Shuff, Ronnie Surber, Patricia Surber, Ray Yawn and Janet Lanigan, his wife, and Thomas L. Johnson and Delano Johnson, his wife, all to me well known to be the individuals described in and who executed the foregoing agreement, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 30th day of July, A. D., 1982.

[Signature]
Notary Public, State of Florida
Commission Expires Nov. 20, 1984
Sealed This Year for...