

D.R. BOOK 362 PAGE 347

DECLARATION OF RESTRICTIVE COVENANTS

CRACKERBARRELL ESTATES

STATE OF FLORIDA
COUNTY OF LEON

KNOW ALL MEN BY THESE PRESENTS, that Edward L. Waadin 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 **CRACKERBARRELL ESTATES HOMEOWNERS ASSOCIATION, INC.**

b. "Board" shall mean the Board of Directors of the Crackerbarrell Estates 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. Waadin 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 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 than 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.

7. Household pets and farm animals 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. One swine per five acres of property shall be allowed on all tracts ten acres in size or larger.
- 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 CRACKERBARRELL ESTATES 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 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.

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 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 \$6.00 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

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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 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.

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 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 mortgages 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 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 conveyances or utilities on, in or over all the easements reserved or shown on the plat of **CRACKERBARREL ESTATES**, 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 23rd day of August 1989.

DECLARANT:

Jean H. Ewing
Witness

Edward L. Wasdin
EDWARD L. WASDIN


Witness

Jean H. Ewing
Witness

Billy D. Hatcher
BILLY D. HATCHER

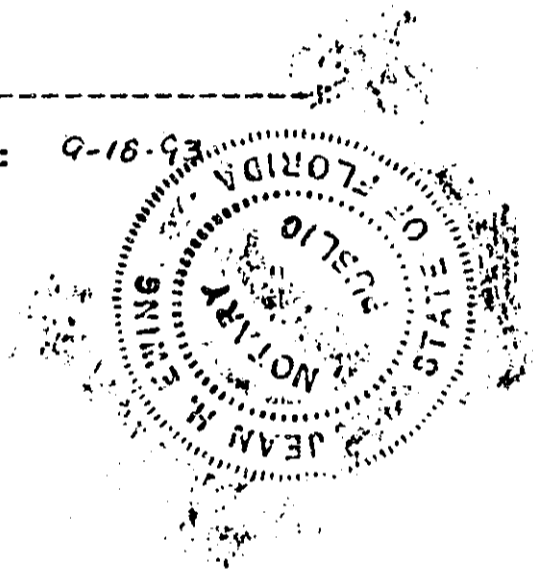
[Signature]
Witness

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 23rd day
of August, 1989.

Jean H. Ewing
Notary Public
My commission expires: 9-18-93

(seal)



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

PARCEL 1 (SOUTH OF STATE ROAD 65B)

A portion of Lot 61 of McNeill's Little River Survey of Forbes Purchase in Township 1 North, Range 4 West, Gadsden County, Florida more particularly described as follows:

Commence at an Iron Axle marking the Southwest corner of Lot 61 of McNeill's Little River Survey of Forbes Purchase and run South 86 degrees 13 minutes 23 seconds East along the South line of said Lot 61 990.00 feet to a point, thence leaving said South lot line run North 02 degrees 36 minutes 27 seconds East 335.96 feet to the North waters edge of Bear Creek and the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 02 degrees 36 minutes 27 seconds East 4,239.45 feet to the South Right-of-Way line of State Road No. 65B, thence with said South Right-of-Way line run South 86 degrees 03 minutes 49 seconds East 139.58 feet to a point of curvature of a curve concave to the Southwest, thence with said curve run Southeasterly with a radius of 2,814.93 feet through a central angle of 24 degrees 06 minutes 00 seconds for an arc length of 1,184.03 feet to the point of tangency of said curve, thence continue along said Right-of-Way South 61 degrees 57 minutes 49 seconds East 825.25 feet to the point of curvature of a curve concave to the Southwest, thence with said curve run Southeasterly with a radius of 11,409.20 feet through a central angle of 01 degrees 29 minutes 49 seconds for an arc length of 298.08 feet (Chord Bears: South 61 degrees 12 minutes 55 seconds East 298.06 feet), thence leaving said Right-of-Way run South 04 degrees 07 minutes 02 seconds West 3,500.45 feet to the North water line of Bear Creek, thence with said North water line run the following 36 calls:

- North 88 degrees 51 minutes 10 seconds West 11.83 feet,
- North 49 degrees 37 minutes 54 seconds West 25.19 feet,
- North 31 degrees 27 minutes 36 seconds West 41.92 feet,
- North 79 degrees 35 minutes 13 seconds West 112.51 feet,
- South 42 degrees 25 minutes 08 seconds West 42.67 feet,
- North 13 degrees 12 minutes 59 seconds West 47.92 feet,
- North 02 degrees 48 minutes 48 seconds West 71.99 feet,
- North 76 degrees 21 minutes 43 seconds West 46.93 feet,
- South 15 degrees 32 minutes 59 seconds West 64.04 feet,
- South 66 degrees 00 minutes 02 seconds West 134.65 feet,
- South 20 degrees 49 minutes 42 seconds West 47.98 feet,
- South 74 degrees 50 minutes 26 seconds West 45.54 feet,
- North 46 degrees 29 minutes 58 seconds West 77.86 feet,
- North 64 degrees 52 minutes 11 seconds West 66.92 feet,
- South 33 degrees 05 minutes 30 seconds West 65.72 feet,
- South 89 degrees 49 minutes 40 seconds West 54.11 feet,
- North 44 degrees 44 minutes 39 seconds West 94.53 feet,
- South 51 degrees 36 minutes 14 seconds West 220.61 feet,
- North 70 degrees 12 minutes 50 seconds West 109.34 feet,
- North 48 degrees 10 minutes 13 seconds West 75.35 feet,
- North 82 degrees 25 minutes 19 seconds West 159.38 feet,
- North 04 degrees 52 minutes 53 seconds West 139.01 feet,
- North 49 degrees 24 minutes 59 seconds West 52.05 feet,
- South 66 degrees 14 minutes 04 seconds West 98.03 feet,
- North 75 degrees 35 minutes 35 seconds West 70.86 feet,
- South 66 degrees 12 minutes 37 seconds West 184.11 feet,
- North 77 degrees 36 minutes 51 seconds West 104.19 feet,
- South 29 degrees 34 minutes 49 seconds West 79.59 feet,
- South 45 degrees 30 minutes 50 seconds West 45.61 feet,
- South 89 degrees 48 minutes 44 seconds West 28.53 feet,
- North 43 degrees 48 minutes 42 seconds West 31.13 feet,
- North 11 degrees 07 minutes 38 seconds West 79.12 feet,
- North 50 degrees 01 minutes 19 seconds West 62.29 feet,
- South 73 degrees 31 minutes 40 seconds West 145.25 feet,
- South 40 degrees 38 minutes 47 seconds West 119.82 feet and
- North 61 degrees 52 minutes 44 seconds West 116.89 feet to

the POINT OF BEGINNING, containing 204.13 acres.

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PARCEL 2 (NORTH OF STATE ROAD 65B)

A portion of Lot 61 of McNeil's Little River Survey of Forbes Purchase in Township 1 North, Range 4 West, Gadsden County, Florida more particularly described as follows:

Commence at an Iron Axle marking the Southwest corner of Lot 61 of McNeil's Little River Survey of Forbes Purchase and run South 86 degrees 13 minutes 23 seconds East 990.00 feet along the South line of said lot to a point, thence leaving said line run North 02 degrees 36 minutes 27 seconds East 4,675.43 feet to a point on the North Right-of-Way of State Road 65B and the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 02 degrees 36 minutes 27 seconds East 622.25 feet to the North line of said Lot 61, thence with said North line run South 87 degrees 40 minutes 49 seconds East 2,007.17 feet to a point, thence leaving said North line run South 03 degrees 05 minutes 18 seconds West 1,236.24 feet to the North Right-of-Way of State Road No. 65B, thence with said North Right-of-Way run North 61 degrees 57 minutes 49 seconds West 742.83 feet to a point of curvature of a curve concave to the Southwest, thence with said curve run Northwesterly with a radius of 2,914.93 feet through a central angle of 24 degrees 06 minutes 00 seconds for an arc length of 1,226.09 feet to the point of tangency of said curve, thence North 86 degrees 03 minutes 49 seconds West 141.90 feet to the POINT OF BEGINNING, containing 38.47 acres.

The total area of Parcels 1 and 2 described above is 242.60 acres.

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FILED, RECORDED AND
 RECORD VERIFIED
 NICHOLAS THOMAS, CLERK CIR. CRT
 GADSDEN COUNTY, FLA
 BY Brenda Lammour D.C.

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 REC. NICHOLAS THOMAS, CLERK
 GADSDEN CO., FLORIDA

'89 SEP 13 AM 10 58

AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS

CRACKERBARRELL ESTATES

**STATE OF FLORIDA
COUNTY OF LEON**

WHEREAS, Edward L. Wasdin and Billy D. Hatcher caused to be executed and recorded that Certain **DECLARATION OF RESTRICTIVE COVENANTS, CRACKERBARRELL ESTATES**, as recorded in Official Record Book 362, page 347 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 Crackerbarrell Estates, 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, CRACKERBARRELL ESTATES**, as recorded in Official Record Book 362, page 347 of the Public Records of Gadsden County, Florida, be and the same are hereby amended as follows:

1. As to Lot 1, Block "B", Lot 2, Block "B" and Lot 3, Block "B", the following sections of the above-referenced Restrictive Covenants shall not apply:

Sections 4, 10, ¹⁵16, 17, 18, 19, 21, 23, 24 and 25.

All other provisions of the above-referenced Restrictive Covenants shall apply to these lots.

2. As to Lot 1, Block "B", Lot 2, Block "B" and Lot 3, Block "B", the minimum tract size for the placement of one single family home, mobile home or duplex which may be erected or placed thereon shall be one acre. All structures must have architectural approval in writing as to location, size and appearance. In addition, owners of these lots shall make no future subdivision of their lots into tracts containing less than one acre, and only one dwelling unit may be located on any tract so created.

3. No homeowner's dues, as provided for in Section 17 of the Restrictive Covenants shall be assessed against Lot 1, Block "A", Lot 2, Block "A" or Lot 17, Block "A", nor shall such lots be subject to the provisions of Sections 18 or 24 relating to liens, dues or assessments.

4. All other provisions of the Restrictive Covenants, except where expressly amended hereby, shall remain in full force and effect.

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

[Signature]
Witness

Edward L. Wasdin
EDWARD L. WADDIN

[Signature]
Witness

Billy D. Hatcher
BILLY D. HATCHER

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 14th day of February, 1990.

[Signature]
Notary Public
My commission expires: 2-14-92

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REC. BY NICHOLAS THOMAS, CLERK
COUNTY OF LEON, FLORIDA



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FILED, RECORDED AND
RECORD VERIFIED
NICHOLAS THOMAS, CLERK CIR. CRT
LEON COUNTY, FLA
BY *[Signature]* D.C.