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RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.

OCT 15 9 27 AM '86

PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT

DECLARATION OF
RESTRICTIVE COVENANTS

FOR

CORNUCOPIA ESTATES, AN UNRECORDED SUBDIVISION

To all future owners of tracts in CORNUCOPIA ESTATES, an unrecorded subdivision in Section 16, Township 2 North, Range 2 East, Leon County, Florida:

WHEREAS, JERRY A. DELONEY and ANN S. DELONEY, his wife, hereinafter referred to as the "Developer," are the owners and developers of certain lands situated in Leon County, Florida, and known and designated as CORNUCOPIA ESTATES, an unrecorded subdivision, more specifically described as follows:

See attached legal description, Exhibit A incorporated herein by reference

WHEREAS, Developer desires to establish and secure the enforcement of uniform restrictive covenants upon the usage and development of tracts within CORNUCOPIA ESTATES;

NOW, THEREFORE, there are created, declared and established in CORNUCOPIA ESTATES, Leon County, Florida, the following restrictive covenants, easements, reservations, and requirements upon the lands within that unrecorded subdivision, which shall run with the land and remain in full force and effect for a term of ninety-nine (99) years from date with extensions provided for in paragraph 9.

1. Mobile or modular homes shall not be permitted temporarily nor permanently.

2. Tracts conveyed by Developer to prospective purchasers shall not be subdivided by prospective purchasers (future owners) into parcels less than five (5) acres; provided, however, this restriction shall not apply to conveyances by Developer who shall have the right to convey tracts of less than five (5) acres but not less than two and one-half (2-1/2) acres.

3. No dwelling shall be constructed on said property which shall contain less than 1,500 square feet. No dwelling shall be erected nearer than 100 feet from any property line between non-identical parties.

4. No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done on it that may be or may become an annoyance or nuisance to the neighborhood. The determination as to whether an activity shall be noxious or offensive or constitute an annoyance or nuisance shall be that of the Board of Directors of Cornucopia Estates Homeowners Association, Inc. (hereinafter referred to as the "Board") in its sole discretion. Should the Board determine that any activity violates this restrictive covenant, it shall give the property owner notice of its determination, and the property owner shall then have 20 days within which to remove such noxious or offensive activity or to remedy such annoyance or nuisance. Failure of the property owner to undertake such remedial action shall subject him to an action at law or in equity brought by Cornucopia Estates Homeowners Association, Inc.

031229PG0664

5. No swine of any kind shall be raised, bred or kept on any lot.

6. No building or other structure shall be commenced, erected or maintained upon any tract, nor shall any exterior addition to, change or alteration therein be made, until the plans and specifications showing the shape, height, materials and location of same shall have been submitted to and approved in writing by an architectural control committee appointed by the Board. The architectural control committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications.

7. The owner of any tract, by acceptance of a deed, shall be deemed to covenant and agree to pay assessments, regular or special, which shall be used exclusively for the maintenance and improvement of all common elements of the subdivision, particularly but not limited to, the private roadways within the development known as "CORNUCOPIA ESTATES"; provided, however, there shall be no assessments of any kind levied against tracts owned by Developer until such time as Developer conveys its tracts to other parties. All assessments, together with such interest and costs of collection as are hereinafter provided, shall be a charge on the land described herein and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest and costs of collection as is herein provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment became due.

If the assessments are not paid on the date when due, then such assessments shall become delinquent and notice thereof shall be provided the property owner. The assessment shall, together with interest and costs of collection, become a continuing lien on the property which will bind such property in the hands of the owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum or at the highest rate allowed by law. Cornucopia Estates Homeowners Association, Inc. may bring an action at law or equity against the owner personally obligated to pay the same and foreclose the lien against the property. There shall be added to the amount of such assessments, interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the properties subject to the assessment. This subordination shall not relieve such property from liability for any assessments now or hereafter due and payable, but the lien thereby created shall be secondary and subordinate to any first mortgage irrespective of the time any such first mortgage is executed or recorded.

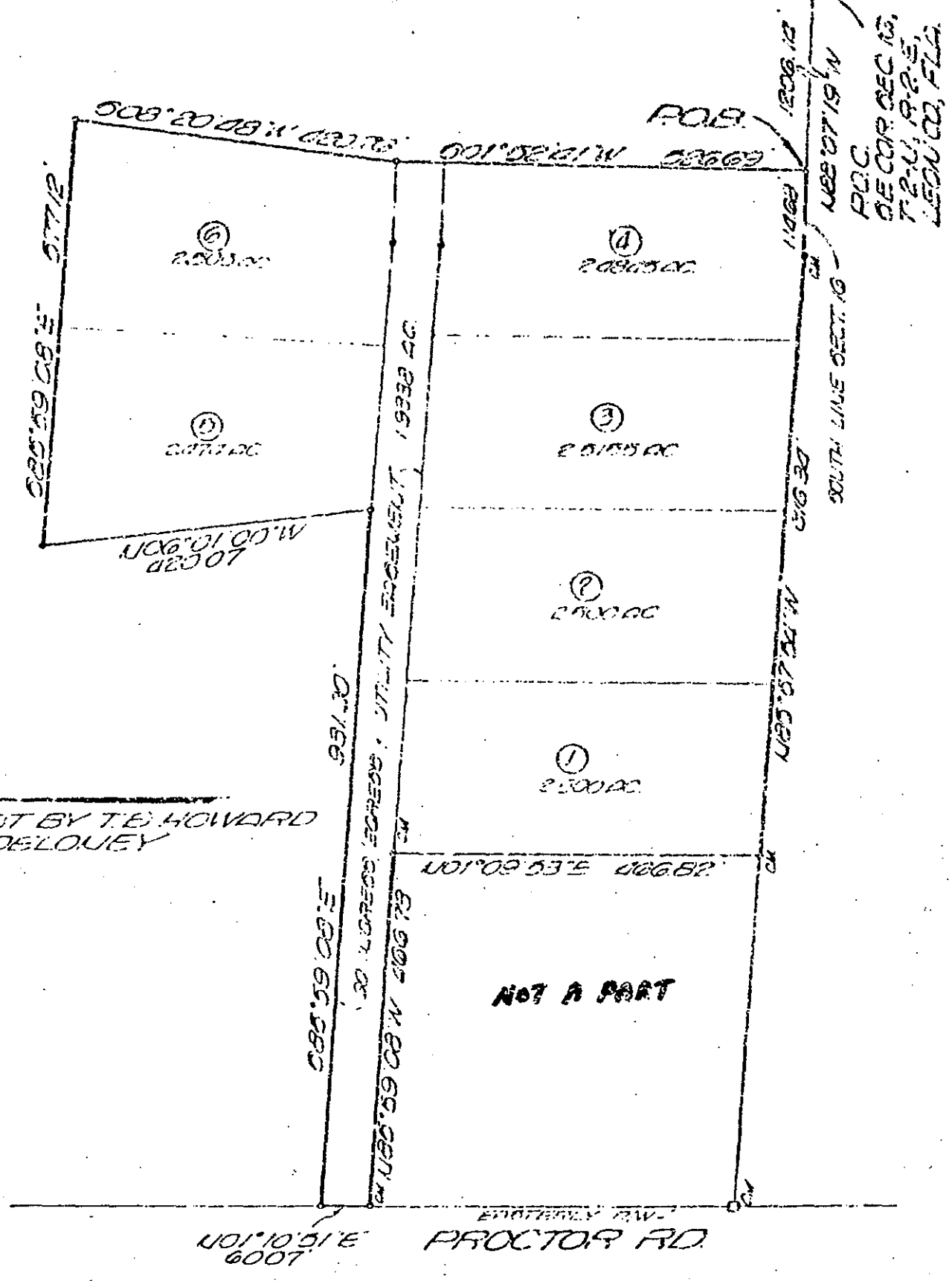
8. The Developer reserves and shall have the sole right to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, and for the purpose of adding covenants or restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained. Provided, however, that such amendments or additional covenants or restrictions shall not affect tracts previously conveyed by Developer. The Developer shall cause any amendments to these covenants and restrictions to be recorded in the official records of Leon County, Florida.

TITLE: PLAT OF DESCRIPTION OF 16.91 ACRE TRACT IN SEC. 16 T-2-N, R-2-E, LEON CO, FLA - CORNUCOPIA ESTATES

CLIENT: DR. JERRY DELONEY

DR1229P0667

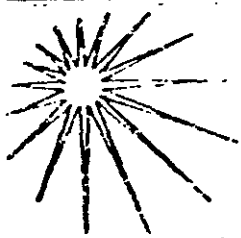
EXHIBIT 'A'



800E PLAT BY T.B. HOWARD FOR DR. DELONEY

NOT A PART

NOT A SURVEY



POOLE ENGINEERING COMPANY, INC.
 architects engineers surveyors
 1641-A METROPOLITAN CIRCLE
 TALLAHASSEE, FLORIDA 32308
 904-386-5117
 CORPORATE NO. 294

LARRY H. COBB
 FLORIDA P.L.S. CERT. NO. 2470
 JOB NO. 824-312
 SCALE: 1"=250'
 DATE: 2-11-85
 NOTEBOOK: FILE

PAGE
1 OF 2

DESCRIPTION

DR1229PG0863

CORNUCOPIA ESTATES

Commence at a concrete monument marking the Southeast corner of Section 16, Township 2 North, Range 2 East, Leon County, Florida; thence run North 88 degrees 07 minutes 19 seconds West along the South boundary of said Section 16 a distance of 1206.14 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 88 degrees 07 minutes 19 seconds West 114.68 feet to a concrete monument; thence North 85 degrees 57 minutes 54 seconds West 816.34 feet to a concrete monument; thence North 01 degrees 09 minutes 53 seconds East 466.82 feet to a concrete monument; thence North 85 degrees 59 minutes 00 seconds West 466.73 feet to a concrete monument marking the Easterly right-of-way boundary of Proctor Road; thence North 01 degrees 10 minutes 51 seconds East along said boundary 60.07 feet; thence South 85 degrees 59 minutes 08 seconds East 931.30 feet; thence North 06 degrees 01 minutes 00 seconds West 420.07 feet; thence South 85 degrees 59 minutes 08 seconds East 577.12 feet; thence South 08 degrees 20 minutes 48 seconds West 420.76 feet; thence South 01 degrees 52 minutes 41 seconds West 526.69 feet to the POINT OF BEGINNING; containing 16.91 acres, more or less.

OR1400PC2378

AMENDED AND RESTATED
DECLARATION OF
RESTRICTIVE COVENANTS
FOR

CORNUCOPIA ESTATES, AN UNRECORDED SUBDIVISION

968354
RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
OCT 23 10 03 AM '89
PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT

To all future owners of tracts in CORNUCOPIA ESTATES, an unrecorded subdivision in Section 16, Township 2 North, Range 2 East, Leon County, Florida:

WHEREAS, JERRY A. DeLONEY and ANN S. DeLONEY, husband and wife, hereinafter referred to as the "Developer," are the owners and developers of certain lands situated in Leon County, Florida, and known and designated as CORNUCOPIA ESTATES, an unrecorded subdivision, more specifically described as follows:

See attached legal description, Exhibit A incorporated herein by reference.

WHEREAS, BARRY W. POOLE and KIM LEWIS POOLE, husband and wife, own a certain 5.96-acre tract described in EXHIBIT B attached hereto and incorporated herein by reference. Said 5.96-acre tract is adjacent and contiguous to the land legally described in EXHIBIT A. BARRY W. POOLE and KIM LEWIS POOLE, husband and wife, desire to have said tract be subject to this Declaration of Restrictive Covenants, and Developer is agreeable to same; and

WHEREAS, Developer desires to establish and secure the enforcement of uniform restrictive covenants upon the usage and development of tracts within CORNUCOPIA ESTATES;

NOW, THEREFORE, there are created, declared and established in CORNUCOPIA ESTATES, Leon County, Florida (which includes all lands described in EXHIBIT A and EXHIBIT B hereto) the following restrictive covenants, easements, reservations, and requirements upon the lands within that unrecorded subdivision, which shall run with the land and remain in full force and effect for a term of ninety-nine (99) years from the date of recordation, with extensions provided for in paragraph 9.

1. Mobile homes or modular homes shall not be permitted temporarily nor permanently, except one mobile home is permitted on Tract 10, so long as Developer or Developer's immediate family owns Tract 10.

2. Tracts conveyed by Developer to prospective purchasers shall not be subdivided by prospective purchasers (future owners) into parcels less than five (5) acres; provided, however, this restriction shall not apply to conveyances by Developer who shall have the right to convey tracts of less than five (5) acres but not less than two and one-half (2-1/2) acres, nor shall this restriction apply to any "Bulk Sale Purchaser" from the Developer. "Bulk Sale Purchaser" is hereby defined as a person or entity who purchases 15 acres or more from Developer. Any such "Bulk Sale Purchaser" shall have the right to subdivide its tracts and can convey tracts of less than five (5) acres but not less than two and one-half (2-1/2) acres.

Instrument prepared by:
Owen K. Goodwyne
Roberts & Egan, P. A.
217 South Adams Street
Tallahassee, FL 32301

DR1400PC2379

3. No hazardous waste or pollutant shall be discharged and no noxious or offensive activity shall be carried on upon any tracts, nor shall anything be done on it that may be or may become an annoyance or nuisance to the neighborhood. The determination as to whether there is a banned discharge and/or whether an activity shall be noxious or offensive or constitute an annoyance or nuisance shall be that of the Board of Directors of Cornucopia Estates Homeowners Association, Inc. (hereinafter referred to as the "Board") in its sole discretion. Should the Board determine that any activity violates this restrictive covenant, it shall give the property owner notice of its determination, and the property owner shall then have 20 days within which to remove such noxious or offensive activity or to remedy such annoyance or nuisance. Failure of the property owner to undertake such remedial action shall subject him to an action at law or in equity brought by Cornucopia Estates Homeowners Association, Inc.

4. No swine of any kind shall be raised, bred or kept on any tract.

5. No building or other structure shall be commenced, erected or maintained upon any tracts, nor shall any exterior addition to, change or alteration therein be made, until the plans and specifications showing the shape, height, materials and location of same shall have been submitted to and approved in writing by an architectural control committee appointed by the Board. The architectural control committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications. The architectural control committee shall consist of a minimum of three (3) members. The number of members on the Architectural Control Committee shall be the number determined annually by the Board. One member shall be the Developer, so long as he owns any property subject to these Covenants and Restrictions, or any "Bulk Sale Purchaser" (as defined in Section 2 above) owning more land than the Developer. The remaining members shall be members of the Homeowners Association appointed by the Board and they shall serve at the pleasure of the Board. At such time as neither the Developer nor a Bulk Sale Purchaser own any land subject to these Covenants and Restrictions, all members of the architectural control committee shall be appointed by the Board.

6. Architectural Control and Residence Requirements:

A. Residence Requirements

1. Maximum 2-1/2 stories, or 35' high whichever is greater.
2. Minimum 1,800 square feet living area for homes on any tract.

B. Garages.

1. Must have garage - maximum three cars, minimum two cars.
2. Garage entrance must be at side or rear of dwelling.

C. Set-back requirements.

1. No dwelling shall be erected nearer than 100 feet from any property line between non-identical parties.
2. Typical accessory building shall be no closer than 15 feet from any property line between non-identical parties.

D. Other Structures/Vehicles

DR1400PC2380

1. All temporary structures/storage buildings require Architectural Control Committee approval.

2. Boats, trailers, campers, trucks, recreational vehicles, or vehicles other than automobiles shall be parked or stored within the garage or placed behind or beside the residence whichever is most out of view from Cornucopia Lane or other roadways from which the parcel is accessible.

E. Miscellaneous

1. Fences constructed of chain link shall not be allowed on road frontages, but are allowed on side and rear property lines. No fence may exceed 6 feet in height.

2. Heating and air conditioning units must be to side or rear of residence. Window units may be at rear of building only.

3. Satellite dishes shall be screened and placed in rear or side yards whichever is most out of view of Cornucopia Lane or other roadways from which the parcel is accessible.

7. The owner or owners of any tract, by acceptance of a deed, shall be deemed to covenant and agree to be a member of CORNUCOPIA ESTATES HOMEOWNERS' ASSOCIATION, INC. and to pay assessments, regular or special, which shall be used exclusively for the maintenance and improvement of all common elements of the subdivision, particularly but not limited to, the private roadways within the development known as "CORNUCOPIA ESTATFS". Each party owning a tract or tracts of land will pay his share of assessments for each tract which shall be determined by utilizing a fraction, the numerator of which will be one (1), the denominator of which will be the total number of tracts of land in CORNUCOPIA ESTATES. The intent of this section is to provide that the owner(s) of each tract which has a vote appurtenant to it, as set forth in Section 5.2 of the Bylaws, will be responsible for an equal, pro-rata share of the assessments for each such tract owned. All assessments, together with such interest and costs of collection as are herein-after provided, shall be a charge on the land described herein and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest and costs of collection as is herein provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment became due. For the purpose of determining assessments, multiple owners of a tract or tracts shall be deemed a single party, with each such owner being jointly and severally liable for his share of the assessments against the party.

If the assessments are not paid on the date when due, then such assessments shall become delinquent and notice thereof shall be provided the property owner. The assessment shall, together with interest and costs of collection, become a continuing lien on the property which will bind such property in the hands of the owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen per cent (18%) per annum or at the highest rate allowed by law. Cornucopia Estates Homeowners Association, Inc. may bring an action at law or equity against the owner personally obligated to pay the same and foreclose the lien against the property. There shall be added to the amount of such assessments, interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the properties subject to the assessment. This

subordination shall not relieve such property from liability for any assessments now or hereafter due and payable, but the lien thereby created shall be secondary and subordinate to any first mortgage irrespective of the time any such first mortgage is executed or recorded.

8. Each tract in CORNUCOPIA ESTATES shall be subject to a twenty (20) foot wide easement along the property lines of such tracts for the purpose of overhead power lines as necessary to provide power and other utilities thereto.

9. The Developer reserves and shall have the sole right to amend these covenants and restrictions for the purpose of curing any ambiguity in, or any inconsistency between the provisions contained herein, and for the purpose of adding covenants or restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained. Provided, however, that such amendments or additional covenants or restrictions shall not affect tracts previously conveyed by Developer. The Developer shall cause any amendment to these covenants and restrictions to be recorded in the official records of Leon County, Florida, and said amendments shall be effective when properly recorded in the public records.

10. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of ninety-nine (99) years from the date these covenants are recorded. After ninety-nine (99) years they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the tracts is recorded, agreeing to change the covenants in whole or in part.

11. Whenever notice is required to be given pursuant to these restrictive covenants, it shall be done by certified mail, return receipt requested, to the address of the tract owner as is shown on the current real property ad valorem tax roll for Leon County, Florida.

12. Invalidation of any of these covenants shall not in any way affect any of the remaining covenants contained herein.

13. These restrictions are for the benefit of any and all tract owners and may be enforced by any tract owner or by Cornucopia Estates Homeowners Association, Inc. by injunction or by any other lawful means.

14. Cornucopia Estates Homeowners Association, Inc. shall have the sole right to grant variances from any part of these covenants and restrictions.

MADE AND EXECUTED this 15 day of Sept 1989, 1989.

Signed in the presence of:

[Signature]
Witness as to Jerry Deloney

[Signature]
Witness as to Jerry Deloney

[Signature]
Witness as to Ann S. Deloney

[Signature]
Witness as to Ann S. Deloney

[Signature]
JERRY A. DeLONEY

[Signature]
ANN S. DeLONEY

Condy D. Palmer
Witness as to Barry W. Poole

Anne B. Cadeby
Witness as to Barry W. Poole

Condy D. Palmer
Witness as to Kim Lewis Poole

Anne B. Cadeby
Witness as to Kim Lewis Poole

Barry W. Poole
BARRY W. POOLE

Kim Lewis Poole
KIM LEWIS POOLE

STATE OF FLORIDA)
COUNTY OF LEON)

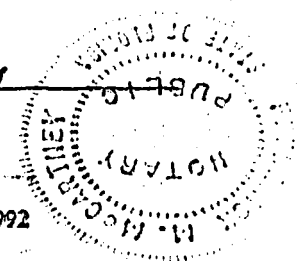
BEFORE ME, the undersigned authority, personally appeared JERRY A. DeLONEY, who after being duly sworn, acknowledged that he executed the foregoing Declaration of Restrictive Covenants for the purposes expressed in such Declaration.

WITNESS my hand and official seal, this 18th day of SEPTEMBER, 1989.

Frederick M. McCarty
NOTARY PUBLIC

My commission expires:

Notary Public, State of Florida
My Commission Expires Nov. 30, 1992
Bonded Thru Troy Fair - Insurance Inc.



STATE OF FLORIDA)
COUNTY OF LEON)

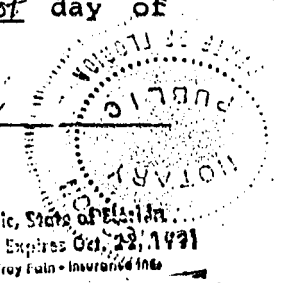
BEFORE ME, the undersigned authority, personally appeared ANN S. DeLONEY, who after being duly sworn, acknowledged that she executed the foregoing Declaration of Restrictive Covenants for the purposes expressed in such Declaration.

WITNESS my hand and official seal, this 21st day of September, 1989.

Ann S. DeLoney
NOTARY PUBLIC

My commission expires:

Notary Public, State of Florida
My Commission Expires Oct. 23, 1991
Bonded Thru Troy Fair - Insurance Inc.



STATE OF FLORIDA)
COUNTY OF LEON)

BEFORE ME, the undersigned authority, personally appeared BARRY W. POOLE, who after being duly sworn, acknowledged that he executed the foregoing Declaration of Restrictive Covenants for the purposes expressed in such Declaration.

WITNESS my hand and official seal, this 22nd day of September, 1989.

Condy D. Palmer
NOTARY PUBLIC

My commission expires:

Notary Public, State of Florida
My Commission Expires March 26, 1993
Bonded Thru Troy Fair - Insurance Inc.

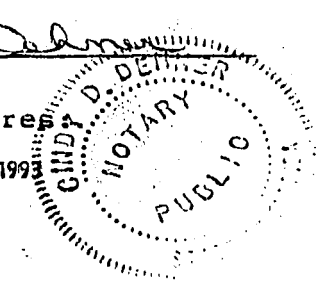


EXHIBIT A

CORNUCOPIA ESTATES, AN UNRECORDED SUBDIVISION

Begin at the Southeast corner of Section 16, Township 2 North, Range 2 East, Leon County, Florida, and run North 88 degrees 07 minutes 19 seconds West 2505.87 feet along the South boundary of Section 16 to a point on the East right-of-way line of Proctor Road, thence North 1 degree 13 minutes 44 seconds East 1692.63 feet along said right-of-way line to a point, thence South 88 degrees 09 minutes 33 seconds East 2614.47 feet to a point on the East boundary of Section 16, thence South 1 degree 31 minutes 19 seconds West 1692.34 feet to the POINT OF BEGINNING. Containing 101.41 acres, more or less, and being a part of the Southeast quarter of Section 16, Township 2 North, Range 2 East, Leon County, Florida.

LESS and except the following:

Commence at the Southeast corner of Section 16, Township 2 North, Range 2 East, Leon County, Florida and run North 88 degrees 07 minutes 19 seconds West 1320.7 feet along the South Boundary of Section 16 to the Southeast corner of the Southwest quarter of the Southeast quarter of Section 16 and the POINT OF BEGINNING, thence continue North 88 degrees 07 minutes 19 seconds West 1285.17 feet along the South boundary of Section 16 to a point on the East right-of-way line of Proctor Road, thence North 1 degree 13 minutes 44 seconds East 49.2 feet along said right-of-way line to a point on the North right-of-way of the 100 foot Florida Power Corporation easement, thence South 85 degrees 55 minutes 50 seconds East 1286.67 feet to the POINT OF BEGINNING. Containing 0.72 acres, more or less, and being a part of the Southwest quarter of the Southeast quarter of Section 16, Township 2 North, Range 2 East, Leon County, Florida.

Also LESS and except the following:

Commence at the Southeast corner of Section 16, Township 2 North, Range 2 East, Leon County, Florida and run thence North 88 degrees 07 minutes 19 seconds West 1320.70 feet, thence North 85 degrees 55 minutes 50 seconds West 819.97 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 85 degrees 55 minutes 50 seconds West 466.70 feet to the Easterly right-of-way of Proctor Road, run thence North 01 degrees 13 minutes 44 seconds East along said right-of-way 466.70 feet, thence leaving said right-of-way run South 85 degrees 55 minutes 50 seconds East 466.70 feet, thence South 01 degrees 13 minutes 44 seconds West 466.70 feet to the POINT OF BEGINNING.

Also LESS and except the following:

Commence at a concrete monument marking the Southeast corner of Section 16, Township 2 North, Range 2 East, Leon County, Florida, and run North 88 degrees 07 minutes 19 seconds West 1320.83 feet to a concrete monument; thence North 85 degrees 57 minutes 54 seconds West 1283.21 feet to a concrete monument marking the Easterly right-of-way boundary of Proctor Road; thence North 01 degrees 10 minutes 51 seconds East along said right-of-way boundary 466.64 feet to a concrete monument; thence continue along said right-of-way boundary North 01 degrees 10 minutes 51 seconds East 60.07 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence continue North 01 degrees 10 minutes 51 seconds East along said right-of-way boundary 97.98 feet; thence North 69 degrees 46 minutes 42 seconds East 720.13 feet; thence North 88 degrees 25 minutes 41 seconds East 207.30 feet; thence South 06 degrees 01 minutes 00 seconds East 420.07 feet; thence North 85 degrees 59 minutes 08 seconds West 931.30 feet to the POINT OF BEGINNING; containing 5.96 acres, more or less.

DR1400PC2385

EXHIBIT B

CORNUCOPIA ESTATES, AN UNRECORDED SUBDIVISION

Commence at a concrete monument marking the Southeast corner of Section 16, Township 2 North, Range 2 East, Leon County, Florida, and run North 88 degrees 07 minutes 19 seconds West 1320.83 feet to a concrete monument; thence North 85 degrees 57 minutes 54 seconds West 1283.21 feet to a concrete monument marking the Easterly right-of-way boundary of Proctor Road; thence North 01 degrees 10 minutes 51 seconds East along said right-of-way boundary 466.64 feet to a concrete monument; thence continue along said right-of-way boundary North 01 degrees 10 minutes 51 seconds East 60.07 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence continue North 01 degrees 10 minutes 51 seconds East along said right-of-way boundary 97.98 feet; thence North 69 degrees 46 minutes 42 seconds East 720.13 feet; thence North 88 degrees 25 minutes 41 seconds East 207.30 feet; thence South 06 degrees 01 minutes 00 seconds East 420.07 feet; thence North 85 degrees 59 minutes 08 seconds West 931.30 feet to the POINT OF BEGINNING; containing 5.96 acres, more or less.

981148
RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
JAN 23 1 56 PM '90
PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT

AMENDED AND RESTATED
DECLARATION OF
RESTRICTIVE COVENANTS
FOR **CP 1415 PC 0570**

LOTS 1 AND 2 OF
CORNUCOPIA ESTATES, AN UNRECORDED SUBDIVISION

To all future owners of Lots 1 and 2 in CORNUCOPIA ESTATES, an unrecorded subdivision in Section 16, Township 2 North, Range 2 East, Leon County, Florida:

WHEREAS, WINSTON J. DeLONEY and KAY K. DeLONEY, husband and wife, are the owners of Lots 1 and 2 situated in Leon County, Florida, in CORNUCOPIA ESTATES, an unrecorded subdivision, more specifically described as follows:

See attached legal description, Exhibit A incorporated herein by reference.

WHEREAS, WINSTON J. DeLONEY and KAY K. DeLONEY desire to establish and secure the enforcement of uniform restrictive covenants upon the usage and development of said Lots 1 and 2 within CORNUCOPIA ESTATES to be consistent with the restrictive covenants affecting all other tracts within CORNUCOPIA ESTATES;

NOW, THEREFORE, there are created, declared and established upon Lots 1 and 2 in CORNUCOPIA ESTATES, Leon County, Florida (which includes the lands described in EXHIBIT A hereto) the following restrictive covenants, easements, reservations, and requirements upon the lands within that unrecorded subdivision, which shall run with the land and remain in full force and effect for a term of ninety-nine (99) years from the date of recordation, with extensions provided for in paragraph 9.

1. Mobile homes or modular homes shall not be permitted temporarily nor permanently, except one mobile home is permitted on Tract 10, so long as Developer or Developer's immediate family owns Tract 10.

2. Tracts conveyed by Developer to prospective purchasers shall not be subdivided by prospective purchasers (future owners) into parcels less than five (5) acres; provided, however, this restriction shall not apply to conveyances by Developer who shall have the right to convey tracts of less than five (5) acres but not less than two and one-half (2-1/2) acres, nor shall this restriction apply to any "Bulk Sale Purchaser" from the Developer. "Bulk Sale Purchaser" is hereby defined as a person or entity who purchases 15 acres or more from Developer. Any such "Bulk Sale Purchaser" shall have the right to subdivide its tracts and can convey tracts of less than five (5) acres but not less than two and one-half (2-1/2) acres.

Instrument prepared by:

Owen K. Goodwyne
Roberts & Egan, P. A.
Post Office Box 1386
217 South Adams Street
Tallahassee, FL 32302

DR1415PC0571

3. No hazardous waste or pollutant shall be discharged and no noxious or offensive activity shall be carried on upon any tracts, nor shall anything be done on it that may be or may become an annoyance or nuisance to the neighborhood. The determination as to whether there is a banned discharge and/or whether an activity shall be noxious or offensive or constitute an annoyance or nuisance shall be that of the Board of Directors of Cornucopia Estates Homeowners Association, Inc. (hereinafter referred to as the "Board") in its sole discretion. Should the Board determine that any activity violates this restrictive covenant, it shall give the property owner notice of its determination, and the property owner shall then have 20 days within which to remove such noxious or offensive activity or to remedy such annoyance or nuisance. Failure of the property owner to undertake such remedial action shall subject him to an action at law or in equity brought by Cornucopia Estates Homeowners Association, Inc.

4. No swine of any kind shall be raised, bred or kept on any tract.

5. No building or other structure shall be commenced, erected or maintained upon any tracts, nor shall any exterior addition to, change or alteration therein be made, until the plans and specifications showing the shape, height, materials and location of same shall have been submitted to and approved in writing by an architectural control committee appointed by the Board. The architectural control committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications. The architectural control committee shall consist of a minimum of three (3) members. The number of members on the Architectural Control Committee shall be the number determined annually by the Board. One member shall be the Developer, so long as he owns any property subject to these Covenants and Restrictions, or any "Bulk Sale Purchaser" (as defined in Section 2 above) owning more land than the Developer. The remaining members shall be members of the Homeowners Association appointed by the Board and they shall serve at the pleasure of the Board. At such time as neither the Developer nor a Bulk Sale Purchaser own any land subject to these Covenants and Restrictions, all members of the architectural control committee shall be appointed by the Board.

6. Architectural Control and Residence Requirements:

A. Residence Requirements

1. Maximum 2-1/2 stories, or 35' high whichever is greater.
2. Minimum 1,800 square feet living area for homes on any tract.

B. Garages.

1. Must have garage - maximum three cars, minimum two cars.
2. Garage entrance must be at side or rear of dwelling.

C. Set-back requirements.

1. No dwelling shall be erected nearer than 100 feet from any property line between non-identical parties.
2. Typical accessory building shall be no closer than 15 feet from any property line between non-identical parties.

D. Other Structures/Vehicles

OR1415PC0572

1. All temporary structures/storage buildings require Architectural Control Committee approval.

2. Boats, trailers, campers, trucks, recreational vehicles, or vehicles other than automobiles shall be parked or stored within the garage or placed behind or beside the residence whichever is most out of view from Cornucopia Lane or other roadways from which the parcel is accessible.

E. Miscellaneous

1. Fences constructed of chain link shall not be allowed on road frontages, but are allowed on side and rear property lines. No fence may exceed 6 feet in height.

2. Heating and air conditioning units must be to side or rear of residence. Window units may be at rear of building only.

3. Satellite dishes shall be screened and placed in rear or side yards whichever is most out of view of Cornucopia Lane or other roadways from which the parcel is accessible.

7. The owner or owners of any tract, by acceptance of a deed, shall be deemed to covenant and agree to be a member of CORNUCOPIA ESTATES HOMEOWNERS' ASSOCIATION, INC. and to pay assessments, regular or special, which shall be used exclusively for the maintenance and improvement of all common elements of the subdivision, particularly but not limited to, the private roadways within the development known as "CORNUCOPIA ESTATES". Each party owning a tract or tracts of land will pay his share of assessments for each tract which shall be determined by utilizing a fraction, the numerator of which will be one (1), the denominator of which will be the total number of tracts of land in CORNUCOPIA ESTATES. The intent of this section is to provide that the owner(s) of each tract which has a vote appurtenant to it, as set forth in Section 5.2 of the Bylaws, will be responsible for an equal, pro-rata share of the assessments for each such tract owned. All assessments, together with such interest and costs of collection as are hereinafter provided, shall be a charge on the land described herein and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest and costs of collection as is herein provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment became due. For the purpose of determining assessments, multiple owners of a tract or tracts shall be deemed a single party, with each such owner being jointly and severally liable for his share of the assessments against the party.

If the assessments are not paid on the date when due, then such assessments shall become delinquent and notice thereof shall be provided the property owner. The assessment shall, together with interest and costs of collection, become a continuing lien on the property which will bind such property in the hands of the owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen per cent (18%) per annum or at the highest rate allowed by law. Cornucopia Estates Homeowners Association, Inc. may bring an action at law or equity against the owner personally obligated to pay the same and foreclose the lien against the property. There shall be added to the amount of such assessments, interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the properties subject to the assessment. This

DR1415PC0573

subordination shall not relieve such property from liability for any assessments now or hereafter due and payable, but the lien thereby created shall be secondary and subordinate to any first mortgage irrespective of the time any such first mortgage is executed or recorded.

8. Each tract in CORNUCOPIA ESTATES shall be subject to a twenty (20) foot wide easement along the property lines of such tracts for the purpose of overhead power lines as necessary to provide power and other utilities thereto.

9. The Developer reserves and shall have the sole right to amend these covenants and restrictions for the purpose of curing any ambiguity in, or any inconsistency between the provisions contained herein, and for the purpose of adding covenants or restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained. Provided, however, that such amendments or additional covenants or restrictions shall not affect tracts previously conveyed by Developer. The Developer shall cause an amendment to these covenants and restrictions to be recorded in the official records of Leon County, Florida, and said amendments shall be effective when properly recorded in the public records.

10. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of ninety-nine (99) years from the date these covenants are recorded. After ninety-nine (99) years they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the tracts is recorded, agreeing to change the covenants in whole or in part.

11. Whenever notice is required to be given pursuant to these restrictive covenants, it shall be done by certified mail, return receipt requested, to the address of the tract owner as is shown on the current real property ad valorem tax roll for Leon County, Florida.

12. Invalidation of any of these covenants shall not in any way affect any of the remaining covenants contained herein.

13. These restrictions are for the benefit of any and all tract owners and may be enforced by any tract owner or by Cornucopia Estates Homeowners Association, Inc. by injunction or by any other lawful means.

14. Cornucopia Estates Homeowners Association, Inc. shall have the sole right to grant variances from any part of these covenants and restrictions.

MADE AND EXECUTED this 15th day of December, 1989.

Signed in the presence of:

Michl D. Mann
Witness as to Winston J. DeLoney

Patricia L. Morris
Witness as to Winston J. DeLoney

Erin E. [Signature]
Witness as to Kay K. Deloney

Jeanne K. [Signature]
Witness as to Kay K. Deloney

Winston J. DeLoney
WINSTON J. DeLONEY

Kay K. Deloney
KAY K. DeLONEY

STATE OF FLORIDA)
)
COUNTY OF LEON)

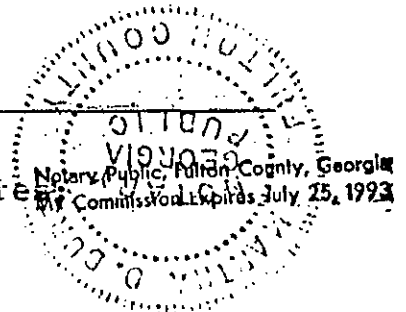
OR1415PC0574

BEFORE ME, the undersigned authority, personally appeared WINSTON J. DeLONEY, who after being duly sworn, acknowledged that he executed the foregoing Declaration of Restrictive Covenants for the purposes expressed in such Declaration.

WITNESS my hand and official seal, this 3rd day of January, 1989. *90 net*

Matthew D. Burel
NOTARY PUBLIC

My commission expires



STATE OF FLORIDA)
)
COUNTY OF LEON)

BEFORE ME, the undersigned authority, personally appeared KAY K. DeLONEY, who after being duly sworn, acknowledged that she executed the foregoing Declaration of Restrictive Covenants for the purposes expressed in such Declaration.

WITNESS my hand and official seal, this 15th day of December, 1989.

Anna B. White, n.p.
NOTARY PUBLIC

My commission expires:

Notary Public, Fulton County, Georgia
My Commission Expires June 29, 1990

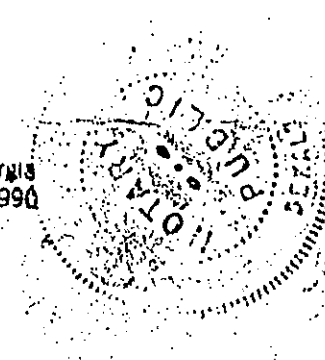


EXHIBIT A

LOTS 1 AND 2

DR1415PC0575

CORNUCOPIA ESTATES (UNRECORDED)

Commence at a concrete monument marking the Southeast corner of Section 16, Township 2 North, Range 2 East, Leon County, Florida; thence run North 88 degrees 07 minutes 19 seconds West 1206.14 feet to a concrete monument; thence continue North 88 degrees 07 minutes 19 seconds West 114.68 feet to a concrete monument; thence North 85 degrees 57 minutes 54 seconds West 349.29 feet to an iron rod, said iron rod also being the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 85 degrees 57 minutes 54 seconds West 467.09 feet to a concrete monument; thence North 01 degrees 09 minutes 53 seconds East 466.43 feet to a concrete monument on the Southerly boundary of a 60 foot ingress/egress and utility easement; thence along said boundary South 85 degrees 57 minutes 58 seconds East 467.0 feet to an iron rod; thence leaving said boundary South 01 degrees 09 minutes 53 seconds West 466.44 feet to the POINT OF BEGINNING.