

RESTRICTIVE COVENANTS

THIS INDENTURE, Made and entered into by and between
TALLAVANA PROPERTIES, INC., a Florida corporation, with its
principal place of business in Tallahassee, Leon County, Florida,
hereinafter referred to as the Party of the First Part, and
ESTATE OF CONRAD HARRELL by Robert C. Harrell, executor
John G. Bort, Jr. and Margaret Miller Bort
of GADSDEN County, Florida, hereinafter referred to as
the Party of the Second Part;

WITNESSETH:

THAT WHEREAS, the Party of the First Part is the owner of
that certain real property located in Gadsden County, Florida,
hereinafter more particularly described and designated as Parcel A;
and

WHEREAS, the Party of the Second Part are the owners of
that certain real property located in Gadsden County, Florida,
hereinafter more particularly described and designated as Parcel B;
and

WHEREAS, both of said parcels of real property border upon
that certain lake known to the parties as Lake Tallavana; and

WHEREAS, the parties hereto do wish to impose certain
Restrictive Covenants of record upon the hereinafter described
lands for the use and benefit of the parties hereto, their heirs,
successors, devisees and assigns; and

WHEREAS, each party hereby conclusively acknowledges that
the imposition of such restrictions upon the remaining parties'
lands will be of benefit to each party hereto; and

WHEREAS, each of the parties hereto conclusively acknowledges the receipt of adequate and sufficient consideration for
the execution of this indenture.

NOW, THEREFORE, in consideration of the hereinabove set forth premises and in consideration of the imposition of the hereinafter set forth restrictions and covenants, the parties hereto do hereby impose the following covenants and restrictions upon the hereinafter described real property, which covenants and restrictions shall run with the land, and which shall be binding on the parties hereto and all persons claiming by, through or under said parties until January 1, 2002, at which time said covenants and restrictions shall be automatically extended for successive ten (10) year periods unless a majority of the then owners of parcels conveyed by the parties hereto shall agree to change them in whole or in part. The land upon which the following restrictions are imposed are those certain lands located in Gadsden County, Florida, more particularly described as follows:

PARCEL A: A tract or parcel of land lying and being in Sections 5, 6, 7 and 8 of Township 2 North; Range 2 West, Gadsden County, Florida, more particularly described as follows: Commence at the Northeast corner of said Section 6 and run thence South 1 degree 20 minutes 10 seconds West along the section line 52.00 feet to a fence, thence North 89 degrees 36 minutes 0 seconds East approximately along said fence 2533.24 feet, thence South 0 degrees 22 minutes 0 seconds East approximately along an old fence 2635.65 feet to a fence corner, thence South 89 degrees 39 minutes 20 seconds West approximately along an old fence 130.00 feet to a fence corner, thence South 0 degrees 0 minutes 30 seconds West approximately along an old fence 2853.76 feet to a fence corner, thence North 89 degrees 54 minutes West approximately along an old fence 1315.07 feet to a fence corner, thence South 0 degrees 18 minutes 30 seconds West approximately along an old fence 2639.09 feet to a fence corner, thence North 89 degrees 43 minutes 20 seconds West approximately along an old fence line 1171.18 feet to a point on the section line between Sections 7 and 8, thence North 89 degrees 43 minutes 0 seconds West approximately along an old fence 2796.07 feet to the South boundary of the Northwest Quarter of said Section 7, thence North 87 degrees 05 minutes 44 seconds West along said South boundary a distance of 2093.00 feet to a concrete monument on the Westerly bank of a creek known as Thomas Mill Creek, thence Southerly along the centerline of said creek to its intersection with the Northwesterly Right of Way boundary of State Road No. 270, the approximate centerline of said creek being described as follows: From said concrete monument on the West bank of said creek run South 48 degrees 56 minutes 44 seconds East 199.68 feet to a point in the

center of said creek, thence North 88 degrees 49 minutes 16 seconds East 53.96 feet, thence South 9 degrees 26 minutes 44 seconds East 137.90 feet, thence South 20 degrees 09 minutes 16 seconds West 90.30 feet, thence North 70 degrees 23 minutes 44 seconds West 68.70 feet, thence South 20 degrees 01 minutes 16 seconds West 57.85 feet, thence South 57 degrees 39 minutes 16 seconds West 59.0 feet, thence South 38 degrees 20 minutes 44 seconds East 138.30 feet, thence South 42 degrees 22 minutes 16 seconds West 72.48 feet, thence South 23 degrees 40 minutes 44 seconds East 85.55 feet, thence South 43 degrees 38 minutes 44 seconds East 100.70 feet, thence South 60 degrees 32 minutes 16 seconds West 93.73 feet, thence South 38 degrees 28 minutes 16 seconds West 118.73 feet, thence South 25 degrees 29 minutes 44 seconds East 168.54 feet, thence South 75 degrees 55 minutes 44 seconds East 121.80 feet, thence South 00 degrees 07 minutes 44 seconds East 151.00 feet, thence North 83 degrees 02 minutes 44 seconds West 117.28 feet, thence South 35 degrees 45 minutes 44 seconds East 103.00 feet, thence South 06 degrees 24 minutes 16 seconds West 73.60 feet, thence South 36 degrees 18 minutes 16 seconds West 109.25 feet to the Northeast boundary of said State Road No. 370, thence leaving said creek run North 52 degrees 35 minutes 44 seconds West along said Right of Way boundary a distance of 424.96 feet to the West boundary of said Section 7, thence North 00 degrees 04 minutes 16 seconds East along said West boundary a distance of 2528.11 feet to the Northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 7, thence South 86 degrees 50 minutes 44 seconds East along the North boundary of the Southwest Quarter of the Northwest Quarter of said Section 7 a distance of 1185.26 feet, thence North 1 degree 11 minutes 56 seconds East along the West boundary of the East one half of the Northwest Quarter of said Section 7 a distance of 1346.76 feet to the North boundary of said Section 7, thence South 86 degrees 34 minutes 04 seconds East along said North boundary a distance of 1320.00 feet to the Southwest corner of the East one half of said Section 6, thence North 00 degrees 05 minutes 44 seconds East along the West boundary of the East one half of said Section 6 a distance of 2742.02 feet to the Southeast corner of the Southeast Quarter of the Northwest Quarter of said Section 6, thence North 87 degrees 14 minutes 16 seconds West along the South boundary of said Southeast Quarter of the Northwest Quarter of said Section 6 a distance of 30.56 feet to an old fence line, thence North 00 degrees 17 minutes 40 seconds West approximately along said fence 35.24 feet to a fence corner, thence South 89 degrees 46 minutes 40 seconds West approximately along an old fence 675.85 feet to the South boundary of the Southeast Quarter of the Northwest Quarter of said Section 6, thence North 87 degrees 14 minutes 16 seconds West along said South boundary a distance of 612.62 feet to the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 6, thence North 00 degrees 05 minutes 44 seconds East along the West boundary of the Southeast Quarter of the Northwest Quarter a distance of 1288.00 feet to an old fence, thence North 89 degrees 36 minutes 20 seconds East approximately along said old fence 580.38 feet to the North boundary of the Southeast Quarter of the Northwest Quarter of said Section 6, thence South 87 degrees 14 minutes 16 seconds East along

said North boundary a distance of 739.00 feet to a concrete monument on the West boundary of the East one half of said Section 6, thence North 00 degrees 05 minutes 44 seconds East along said West boundary a distance of 1357.70 feet to an old fence, thence South 89 degrees 11 minutes 40 seconds East approximately along said old fence, a distance of 493.61 feet, thence South 00 degrees 02 minutes 20 seconds West approximately along an old fence 9.90 feet to a concrete monument, thence North 75 degrees 33 minutes 10 seconds East approximately along an old fence 294.83 feet to the North boundary of said Section 6, thence North 89 degrees 58 minutes 50 seconds East along said North boundary a distance of 717.87 feet to the Southeasterly Right of Way boundary of State Road No. 12, thence South 74 degrees 44 minutes 24 seconds West along said Right of Way boundary a distance of 232.89 feet to an old fence, thence North 89 degrees 36 minutes 00 seconds East approximately along said old fence a distance of 1388.14 feet to the Point of Beginning, less and except that part of the above described property lying within the Right of Way of said State Road No. 12, containing, less exception, 1043.64 acres more or less.

*Recd. 11/1/71
F.D.
11/1/71*
PARCEL B: North half of the Southeast Quarter and the South Half of the Northeast Quarter of Section 5, Township 2, North, Range 2 West in Gadsden County, Florida. Said restrictions and covenants are as follows:

1. Any parcel conveyed by either of the parties hereto shall be hereinafter referred to as a "lot", and said parcels shall be subject to all of the restrictions herein set forth; provided, however, that said lands shall not be subdivided into lots having a square footage of less than 15,000 square feet. The foregoing shall not be deemed to prohibit the subdivision and resubdivision upon subsequent conveyances except that the ultimate subdivision of said property shall be into lots or parcels having no less than the aforesaid 15,000 square feet per lot.

2. All lots shall be known and described as residential lots. No structure shall be erected, altered, placed, or permitted to remain upon any of said lots other than one (1) single family dwelling, not to exceed two (2) stories in height and a private garage or carport for not more than two (2) cars and a laundry room or tool room attached to the garage or house on the ground floor. A boat slip may be constructed in connection with the

use of each of said residential lots provided that the appropriate permits are obtained for the construction of all of said improvements. Nothing herein contained shall prevent the construction of a basement under any dwelling.

3. No building shall be erected or placed upon any lots unless the design and location of such buildings have been approved in writing as to the conformity and harmony of external design and location with existing structures on other lots, which approval is to be given by the hereinafter designated Architectural Control Committee. If said approval is not granted or denied within thirty (30) days after submission of a written request therefor, which written request shall be accompanied by adequate plans and specifications, this covenant shall be deemed complied with.

4. No building shall be located upon any lot nearer to the front or rear lines than thirty (30) feet nor nearer to any side lot line than ten (10) feet.

5. No dock shall be constructed in conjunction with or adjoining any of said lots.

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

7. Nothing herein shall prevent any dwelling being built on more than one (1) lot as shown on said unrecorded plat, but no lot shall be subdivided to secure more than one (1) building plot. ^{in piece A} ~~in part A~~ ^{in part B} ~~in part C~~ ~~in part D~~ ~~in part E~~ ~~in part F~~ ~~in part G~~ ~~in part H~~ ~~in part I~~ ~~in part J~~ ~~in part K~~ ~~in part L~~ ~~in part M~~ ~~in part N~~ ~~in part O~~ ~~in part P~~ ~~in part Q~~ ~~in part R~~ ~~in part S~~ ~~in part T~~ ~~in part U~~ ~~in part V~~ ~~in part W~~ ~~in part X~~ ~~in part Y~~ ~~in part Z~~ No lot shall be less than 15,000 square feet.

8. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

9. No dwelling shall be used as a business or business office open to the general public.

10. No trailer, mobile home, basement (except as otherwise herein provided), tent, shack, garage, barn or other out buildings

shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No trailers, mobile homes, travel trailers or motor coaches shall be permitted to remain upon any lot other than temporarily unless placed or maintained within an enclosed garage or carport.

11. No lot owner, his guests, invitees, successors, devisees, or assigns shall use any mechanically powered boats upon Lake Tallavana except electric motors, not to exceed five (5) horsepower.

13. No septic tank shall be located closer than one hundred (100) feet to the highwater mark of Lake Tallavana.

15. If the grantor or any persons claiming by, through or under the grantor or their heirs or assigns or any other person shall violate or attempt to violate any of the restrictions or covenants herein contained, it shall be lawful for any person or persons owning any lot depicted upon said unrecorded plat to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions or covenants and either to prevent him or them from so doing or to recover damages for such violation.

16. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any of the remaining covenants and restrictions contained herein which shall remain in full force and effect.

17. No clearing of vegetation or trees shall be done within thirty (30) feet of the front or rear lines or within ten (10) feet of side lot lines except: (a) The removal of underbrush shall be permitted; (b) Dogwood, Redwood and Magnolia trees under one (1) inch in diameter may be removed unless protected by law; (c) All Scrub or Black Jack Oak may be removed; (d) All other species of trees under four (4) inches in diameter may be removed for construction of a driveway not to exceed twenty (20) feet in width.

18. These restrictions shall run with the land.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals this 3rd day of November, 1972.

TALLAVANA PROPERTIES, INC.

By: R. Frank Donaldson
R. FRANK DONALDSON
President

ATTEST: Terry C. Nelson
TERRY C. NELSON
Secretary

(CORPORATE SEAL)

WITNESSES:

(5 EAL)

Ronald W. Stephens
Acting D. Director

ESTATE OF CONRAD HARRELL
by Robert C. Harrell, Executor (SEAL)

(SEAL)

Paul H. Hayes
Seven 18 Daring

John S. Beat, Jr. (SEAL)
Sergeant Miller Beat (SEAL)

STATE OF FLORIDA

COUNTY OF LEON.

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared R. FRANK DONALDSON and TERRY C. NELSON, to me known to be the persons described in and who executed the foregoing RESTRICTIVE COVENANTS as President and Secretary, respectively, and acknowledged before me that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the State and County
named above this 31st day of November, A.D. 1972.

BOATS OF FLORIDA;

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the state and county named above to take acknowledgments, personally appeared _____, to me known to be the persons described in and who executed the foregoing RESTRICTIVE COVENANTS, and acknowledged before me that they executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the state and county
named above this _____ day of _____, A.D. 1972.

NOTARY PUBLIC
My commission expires

STATE OF FLORIDA,

COUNTY OF GADSDEN)

I HEREBY CERTIFY that on this day, before me, a Notary Public
duly authorized in the state and county named above to take acknowledgments, personally appeared ESTATE OF Caesar MARAHL and By
Robert C. MARAHL, Executor, to me known to be the persons
described in and who executed the foregoing RESTRICTIVE COVENANTS,
and acknowledged before me that they executed the same for the uses
and purposes therein expressed.

WITNESS my hand and official seal in the state and county
named above this 13 day of NOVEMBER, A.D. 1972.

Loren D. D.

STATE OF FLORIDA,

COUNTY OF GARDEN

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the state and county named above to take acknowledgments, personally appeared JOHN S. BERT, JR. and MARGARET MILLER BERT, to me known to be the persons described in and who executed the foregoing RESTRICTIVE COVENANTS and acknowledged before me that they executed the same for the uses and purposes therin expressed.

WITNESS my hand and official seal in the state and county
named above this 13 day of NOVEMBER, A.D. 1972.

NOTARY PUBLIC
My commission expires:

**AMENDED
RESTRICTIVE COVENANTS**

KNOW ALL MEN BY THESE PRESENTS: That W. GERALD HARRIS and MASON K. HARRIS, Husband and Wife, (hereinafter called Harris) the owners of certain property located in Gadsden County, Florida, more particularly described as:

COMMENCE at the Northeast corner of Section 6, Township 2 North, Range 2 West, Gadsden County, Florida (proven) and run thence South 01 degree 31 minutes 15 seconds West along the Section Line 52.0 feet to the Point of Beginning. From said Point of Beginning run thence South 00 degrees 25 minutes 30 seconds West 1549.13 feet to the centerline of a power line easement, thence South 89 degrees 26 minutes 06 seconds East along said centerline 2554.00 feet to an old fence, thence North 00 degrees 22 minutes West approximately along said old fence 1584.02 feet to an old iron pipe, thence South 89 degrees 46 minutes 49 seconds West 2532.24 feet to the Point of Beginning, containing 91.46 acres, more or less.

hereby amend those certain Restrictive Covenants recorded in Official Records Book 155, at p. 10, public records of Gadsden County, Florida, relative to the described property as follows:

1) Each lot owner, by acquiring title to any lot or by acquiring any interest in said lot which would entitle him to the use thereof, either individually or in common with others, does by the acquisition of such title consent to be and shall upon acquisition of said title or interest in said lot, automatically become a member in Tallavana Homeowners Association, Inc., and does agree to abide by the provisions of such association's charter, bylaws and regulations with relation to the use of such lot and Lake Tallavana and to pay such assessments as are reasonably levied by said homeowners association.

2) A committee has been created to be called the Lake Tallavana Architectural Control Committee (hereinafter called Committee). Said Committee was elected and chosen from members of the Tallavana Homeowners Association, Inc., at a special meeting held on February 24, 1975. Tallavana Properties, Inc., did not vote in the election of such Committee members, and under the Articles of Incorporation, cannot vote for said members at future elections. The owners of real property in the Lake Tallavana development other than Tallavana Properties, Inc., must, from time to time, elect such Committee members. The Committee functions as a Committee of the Tallavana Homeowners Association, Inc.

3) Harris shall not be liable for assessments for those lots owned by him within the described property and shall be able to treat the entire development as one lot. Harris shall be able to treat the entire development as one lot and shall be assessed annually as a single lot owner until all lots are sold.

4) All lot owners shall be prohibited from acquiring, accepting, or granting any right of ingress and egress over any lot to the Tallavana Subdivision for any purpose. Notwithstanding any of the above, it is specifically agreed that utility easements for sewer, water, electricity, telephone and drainage may be given by the various property owners, subject to the restrictive covenants of the Lake Tallavana Development.

5) Harris shall not divide the lots in the Property into less than one-half (1/2) acre lots and will so restrict the lots as they are conveyed.

6) Individual lot owners shall not subdivide parcels acquired from Harris into tracts of less than 3/4 acres in size.

WITNESS our hands and seals on this 18th day of ^{November} ~~October~~, 1983.

SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE AS WITNESSES:

Janice C. Jassinari

W. Gerald Harris

W. GERALD HARRIS

Patricia L. Brown

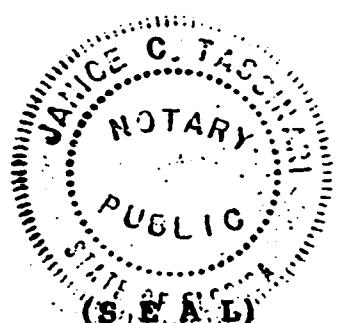
Mason K. Harris

MASON K. HARRIS

STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME personally appeared W. GERALD HARRIS and MASON K. HARRIS, Husband and Wife, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and they acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal on this 18th day of ^{November} ~~October~~, 1983.



Janice C. Jassinari
NOTARY PUBLIC

EXPIRATION DATE: My Commission Expires Aug. 22, 1983
Notary Public, State of Florida
Sealed by Uncle Miltie Insurance Company

THIS INSTRUMENT WAS PREPARED BY:

837043

W. KIRK BROWN
Attorney at Law
Post Office Box 4075
Tallahassee, FL 32315
(904) 222-6128

O.R. BOOK 306 PAGE 853
REC. WAYNE YANNA, CLERK
CIRCUIT CO., FLORIDA

'83 DEC 2 AM 11 43

REVITALIZED
RESTRICTIVE COVENANTS

THESE REVITALIZED RESTRICTIVE COVENANTS, originally filed on the 3rd of February, 1973, O.R. 155, Pg. 10, and amended restrictive covenants filed on the 2nd of December, 1983, O.R. 306, Pg. 853, and revitalized by Tallavana Homeowners' Association, Inc., a corporation organized and existing under the laws of the State of Florida, this 19th day of October, 2015;

WITNESSETH:

That whereas, the Tallavana Homeowners' Association, Inc. is the governing body of that certain development located in Gadsden County, Florida known as Lake Tallavana Subdivision.

Now, therefore, Tallavana Homeowners' Association, Inc. does hereby revitalize and impose upon the herein below listed lots as described below the previously recorded Restrictive Covenants and amended Restrictive Covenants to run with the land which shall be binding upon the current owners and all persons claiming by, through or under them until 30 years from the date of execution of these Revitalized Restrictive Covenants, at which time said Covenants shall be automatically extended for successive ten (10) year periods unless a majority of the then owners of parcels shall agree to change them in whole or in part.

1. All references to "Lots" herein shall mean those lots of W. Gerald Harris, an unrecorded subdivision located in Gadsden County, Florida, more particularly described as:

COMMENCE at the Northeast corner of Section 6, Township 2 North, Range 2 West, Gadsden County, Florida and run thence South 01 degree 31 minutes 15 seconds West along the Section Line 52.0 feet to the Point of Beginning. From said Point of Beginning run thence South 00 degrees 25 minutes 30 seconds West 1549.13 feet to the centerline of a power line easement, thence South 89 degrees 26 minutes 06 seconds East along said centerline 2554.00 feet to an old fence, thence North 00 degrees 22 minutes West approximately along said old fence 1584.02 feet to an old iron pipe, thence South 89 degrees 46 minutes 49 seconds West 2532.24 feet to the Point of Beginning, containing 91.46 acres, more or less (hereafter referred to as "AAA Section, Lake Tallavana Development"); to further describe as Lots 1 through 30, Section AAA; also to include Lot 36, Block EE; and 29 Acres.

2. All lots shall be known and described as residential lots. No structure shall be erected, altered, placed, or permitted to remain upon any of said lots other than one (1) single family dwelling, not to exceed two (2) stories in height and a private garage or carport for not more than two (2) cars and a laundry room or tool room attached to the garage or house on the ground floor. If this lot is located contiguous to water, a boat slip may be constructed in connection with the use of each of said residential lots provided that the appropriate permits are obtained for the construction of all of said improvements. Nothing herein contained shall prevent the construction of a basement under any dwelling.

3. No building shall be erected or placed upon any lots unless the design and location of such buildings have been approved in writing as to the conformity and harmony of external design and location with existing structures on other lots which approval is to be given by the hereinafter designated Architectural Control Committee. If said approval is not granted or denied within thirty (30) days after submission of a written request therefor, which written request shall be accompanied by adequate plans and specifications, the covenant shall be deemed complied with.

4. No building shall be located upon any lot nearer to the front or rear lines than thirty (30) feet nor nearer to any side lot line than ten (10) feet.

5. No dock shall be constructed in conjunction with or adjoining any of said lots.

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

Section 1.

7. Nothing herein shall prevent any dwelling being built on more than one (1) lot as shown on said unrecorded plat but no lot shall be subdivided to secure more than one (1) building plot.

8. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

9. No dwelling shall be used as a business or business office open to the general public.

10. No trailer, mobile home, basement (except as otherwise herein provided), tent, shack, garage, barn or other outbuildings shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No trailers, mobile homes, travel trailers, or motor coaches shall be permitted to remain upon any lot other than temporarily unless placed or maintained within an enclosed garage or carport.

11. No lot owner, his guests, invitees, successors, devisees, or assigns shall use any mechanically powered boats upon Lake Tallavana except electric motors, not to exceed five (5) horsepower.

12. Each lot owner, by acquiring title to any lot or by acquiring any interest in said lot which would entitle him to the use thereof, either individually or in common with others, does by the acquisition of such title consent to be and shall upon acquisition of said title or interest in said lot, automatically become a member in Tallavana Homeowners' Association, Inc. and does agree to abide by the provisions of such association's Charter, By-Laws and Regulations with relation to the use of such lot and Lake Tallavana and to pay such assessments as are reasonably levied by said Homeowners' Association. (Added per amended RC, OR Book 306, pg. 853)

13. No septic tank shall be located closer than one hundred (100) feet to the high-water mark of Lake Tallavana.

14. There has been heretofore created a committee called the Lake Tallavana Architectural Control Committee (hereinafter referred to as the "Architectural Control Committee" or the "Committee"). Said Committee was elected and chosen from members of the Tallavana Homeowners' Association, Inc. at a special meeting held on February 24, 1975. Tallavana Properties, Inc. did not vote in the election of such Architectural Control Committee members, and under the Articles of Incorporation cannot vote for said members at future elections. The owners of real property in the Lake Tallavana development other than Tallavana Properties, Inc. must, from time to time, elect such Committee members. The Committee functions as a Committee of the Tallavana Homeowners' Association, Inc. (Added per amended RC, OR Book 306, pg. 853)

15. If the grantor or any persons claiming by, through, or under the grantor or its heirs or assigns, or any other person shall violate or attempt to violate any of the restrictions or covenants herein contained, it shall be lawful for any person or persons owning any lot depicted upon said unrecorded plat to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions or covenants and either to prevent him or them from so doing or to recover damages for such violation.

16. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any of the remaining covenants and restrictions contained herein which shall remain in full force and effect.

17. No clearing of vegetation or trees shall be done within thirty (30) feet of the front or rear lines or within ten (10) feet of side lot lines except: (a) the removal of underbrush shall be permitted; (b) Dogwood, Redwood and Magnolia trees under one (1) inch in diameter may be removed unless protected by law; (c) all scrub or Black Jack Oak may be removed; (d) all other species of trees under four (4) inches in diameter may be removed; and (e) all trees and other vegetation may be removed for construction of a driveway not to exceed twenty (20) feet in width.

18. These restrictions shall run with the land.

ADDED TO AMENDED RESTRICTIVE COVENANTS, O.R. Book 306, pg. 853, AND PERTAINING ONLY TO THE W. GERALD HARRIS SUBDIVISION:

19. All lot owners shall be prohibited from acquiring, accepting, or granting any right of ingress and egress over any lot to the Tallavana Subdivision for any purpose. Notwithstanding any of the above, it is specifically agreed that utility easements for sewer, water, electricity, telephone and drainage may be given by the various property owners, subject to the restrictive covenants of the Lake Tallavana Development.

20. Individual lot owners shall not subdivide parcels acquired from Harris into tracts of less than $\frac{1}{4}$ acres in size.

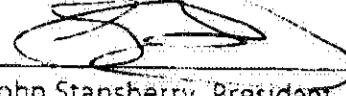
IN WITNESS WHEREOF, the said Tallavana Homeowners' Association, Inc. has caused these presents to be executed in its name and its corporate seal to be affixed hereto the day and year first above written.

WITNESSES:

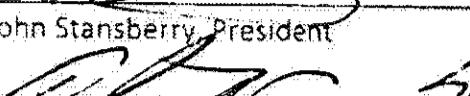
Bob Stansberry
Paula M.

TALLAVANA HOMEOWNERS' ASSOCIATION, INC.

By:


John Stansberry, President

Attest:

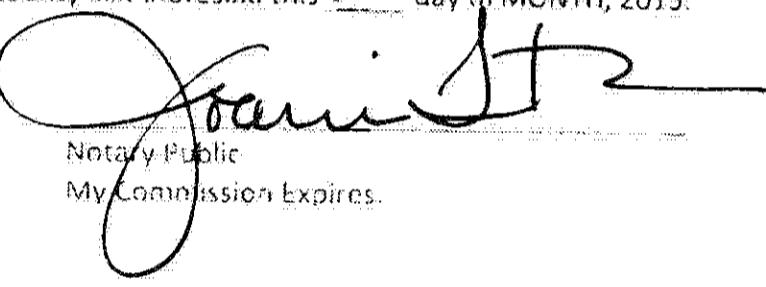

Robert Combs, Secretary

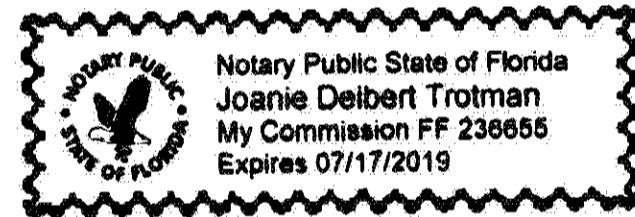
(Corporate Seal)

State of Florida
County of Gadsden

I hereby certify that on this day, before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgements, personally appeared John Stansberry and Robert Combs, known to me to be the persons described in and who executed the foregoing Restrictive Covenants, and acknowledged before me that they executed the same as President and Secretary respectively, of Tallavana Homeowners' Association, Inc., a Florida corporation, and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

Witness my hand and official seal in the State and County last aforesaid this 19th October day of MONTH, 2015.


Notary Public
My Commission Expires.



TALLAVANA HOMEOWNERS' ASSOCIATION

Bylaws

Restated Bylaws of
Tallavana Homeowners' Association, Inc.

A Corporation Not for Profit
Under the Laws of the State of Florida

The following are the Bylaws of TALLAVANA HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the Association, a corporation not for profit, organized and existing under the law of the State of Florida, which Bylaws have been duly adopted by the Board of Directors of the Association.

1. SEAL.

The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not For Profit," and the year of incorporation. Any of the foregoing words as well as any part of the name of the corporation may be abbreviated on said seal.

2. MEMBERS' MEETINGS.

(a) The annual members' meeting shall be held in January. The date, time and place shall be determined by the Board of Directors of the Association. The purpose of the meeting shall be to elect Directors and transact any other business authorized by the members.

(b) Special meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

(c) Notice of all members' meetings, stating the time and place and the objects for which the meeting is called, shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Notice of meeting may be waived before or after meeting.

(d) A quorum at such meetings shall consist of persons entitled to cast twenty percent (20%) of the votes of the entire membership.

(e) In any such meeting, each member (record titleholder), shall be entitled to cast only one (1) vote, even if he owns more than one lot. If the lot is owned by a corporation, the person entitled to cast the vote for the lot shall be designated by a certificate of appointment signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked, or until superseded by a subsequent certificate, or until the Association has been duly notified in writing of a change of ownership.

(f) Votes may be cast in person or by Proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the secretary before the appointed time of the meeting.

(g) The order of business at annual members' meeting, and as far as practical at all other members' meetings, shall be:

(i) Election of chairman;

- (ii) Calling of the roll and certifying of proxies;
- (iii) Proof of notice of meeting or waiver of notice;
- (iv) Reading and approval of prior minutes;
- (v) Reports of officers;
- (vi) Reports of committees;
- (vii) Election of directors (if necessary);
- (viii) Unfinished business;
- (ix) Additional new business; and
- (x) Adjournment.

3. DIRECTORS.

(a) The affairs of the Association shall be managed by a Board of seven (7) Directors.

(b) Election of Directors shall be conducted at the annual meeting of members. A nominating committee of five members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual meeting. The committee shall nominate one (1) person for each Director whose term has expired. Additional nominations for Directorships and Directors may be made from the floor. The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(c) Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors. In the event a director fails to attend three consecutive meetings of the Board of Directors, then the Board, in its discretion, may remove the director and elect another to serve in his place until the next annual members' meeting. At the next annual members' meeting, the members shall elect a new director to serve for the remainder of the term of the director so removed.

(d) Any Director elected by the members may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

(e) The term of each Director's service shall extend for three (3) years and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere stated herein; provided, however, that directors shall serve rotating terms of office. At the annual members' meeting in 1980, two directors shall be elected for a one-year term of office, two shall be elected for a two-year term, and two shall be elected for a three-year term. At ensuing annual meetings, two directors shall be elected for a three-year term except that every third year there shall be three (3) directors elected.

4. DIRECTORS' MEETINGS

(a) The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of its election at such place and time as shall be fixed by the Directors at the meeting at which they were elected.

(b) Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meeting shall be given to each Director, at least three (3) days prior to the day named for such meeting.

(c) Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of a majority of the Directors. Notice of the meeting shall be given at least three (3) days prior to the day named for such meeting which notice shall state the time, place and purpose of the meeting.

Revised and adopted January 2005 Annual Membership Meeting

The Tallavana Homeowners' Association is a not for profit corporation registered with the Secretary of State, State of Florida.

ARTICLES OF INCORPORATION OF TALLAVANA HOMEOWNERS' ASSOCIATION, INC.

We, the undersigned, hereby associate ourselves together for the purpose of becoming incorporated under the laws of the State of Florida applicable to corporation not for profit under the following proposed charter and do hereby certify as follows.

ARTICLE I. NAME.

The Name of the corporation shall be TALLAVANA HOMEOWNERS' ASSOCIATION, INC.

ARTICLE II. PURPOSE AND POWERS.

The purpose for which this corporation is organized is to provide an entity in accordance with and to effectuate the applicable provisions of those certain Restrictive Covenants dated July 17, 1973, and recorded in Official Records Book 161, Page 661 of the public records of Gadsden County, Florida, and as amended under and by virtue of the amendment dated November 26, 1974 and recorded in Official Records Book 184, Page 270 in the Public Records of Gadsden County, Florida, and that certain Second Amendment to Restrictive Covenants dated January 10, 1975 and recorded January 10, 1975 in the Official Records Book 185, Page 630 of the Public Records of Gadsden County Florida.

The corporation shall have the following powers:

1. The corporation shall have all of the common law and statutory powers of a corporation not for profit, which are not in conflict with these articles or with any laws of the State of Florida.
2. The corporation shall have all of the powers and duties set forth in the above-described Restrictive Covenants and all of the powers reasonably necessary to administer and enforce said restrictions as said restrictions may be amended from time to time.
3. In addition to the above set forth powers, the corporation shall have the following powers, which are in addition to and not in limitation of any other powers of the corporation.
 - (a) To own real and personal property of all kinds for the use and benefit of all members of the corporation;
 - (b) To own, operate and maintain a recreational, social or similar club or establishment for the benefit of the members of the corporation and their guests;
 - (c) To maintain and repair streets adjoining any property subject to the above-described restrictive covenants;
 - (d) To make and collect such assessments against members as are reasonably necessary to the accomplishment of corporate duties and powers which, if unpaid for a period of 12 months, shall automatically become a lien against the property until paid. Upon payment of a lien against the property, the Association shall satisfy the lien and record such satisfaction at the

expense of the homeowner. If the assessment or dues become delinquent, the annual dues shall become due and payable in a lump sum. The Association is authorized to promulgate a rule establishing the date at which the lien becomes delinquent and to levy interest in accordance with current state law plus late and/or processing charges. Members with dues in arrears shall not be permitted to vote at annual or special meetings, may not hold an elective office, may not serve on Association committees and may not be permitted to use the common or recreational facilities, except roads, of the Association.

- (e) To use the proceeds of all assessments in the exercise of its powers and duties;
- (f) To suspend, for a reasonable time, the rights of members and/or lessees and their guests to use common areas and recreation facilities for violations of rules and regulations regarding the use thereof, and/or to levy fines for violations of rules and regulations regarding the use thereof in accordance with the laws of Florida; and
- (g) To employ personnel to perform the services required for proper operation of the corporation.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS.

The members of the corporation shall consist of all persons owning any portion of the real property subject to the above-described restrictive covenants. Upon any individual or entity hereafter becoming the owners of any such property, said individual or entity shall automatically become a member of this corporation. The interest of the member in this corporation cannot be assigned, hypothecated or transferred in any manner except through transfer of title to such member's ownership of property. Each member (record titleholder), shall be entitled to cast only one (1) vote, even if he owns more than one lot. In any event, the Board of Directors of this corporation shall have the right to appoint the members of the Architectural Control Committee mentioned in Paragraph 14 of the Restrictive Covenants described in Article II of these Articles.

ARTICLE IV. OFFICERS AND DIRECTORS.

The Board of Directors of the corporation shall have seven (7) members who need not be members of the corporation. The number of members on the Board may be changed hereafter as provided by amendment of the bylaws of this corporation. The Directors shall be elected in accordance with the Bylaws of the corporation. Tallavana Properties, Inc. may have only one representative on the Board of Directors. The number of members Tallavana Properties, Inc. may have on the Board may be changed hereafter as provided in the bylaws of this corporation. The remaining members of the Board of Directors shall be property owners, or such persons as the property owners other than Tallavana Properties, Inc. shall elect to the Board of Directors.

The affairs of the corporation shall be managed by a President, Vice President, Secretary, Assistant Secretary and Treasurer, who shall be elected by the Board of Directors. The officers of said corporation shall serve at the pleasure of the Board of Directors unless otherwise provided by the Bylaws of the corporation.

ARTICLE V. BYLAWS.

The first Bylaws of the corporation shall be adopted by the Board of Directors, and may be altered, amended or rescinded in the manner provided in said Bylaws.

ARTICLE VI. MERGERS AND CONSOLIDATION.

Subject to any applicable laws of the State of Florida, the corporation may participate in mergers and consolidations with other non-profit corporation organized for purposes similar to the purposes for which this corporation was organized.

ARTICLE VII. AMENDMENTS TO ARTICLES OF INCORPORATION.

These articles may be amended or repealed by a majority of the regular members present at any annual meeting duly called and held and also by a majority of the votes of the members present at such meeting, notice of such proposed changes having been sent in writing to the members thirty (30) days prior to the meeting. Amendments may be proposed by the Board of Directors on its own initiative, or upon petition of ten percent (10%) of the entire membership addressed to the Board. All such proposed amendments shall be presented to the members with or without recommendation.

ARTICLE VIII. DURATION.

This corporation shall exist until termination of the described restrictive covenants or until the expiration of fifty (50) years from the date of incorporation hereof, whichever sooner occurs.

ARTICLE IX. SUBSCRIBERS.

The names and residences of the subscribers of these Articles of Incorporation are as follows:

Name	Address
R. Frank Donalson	3228 Sharer Road Tallahassee, Florida
Carl R. Pennington, Jr.	Bradfordville Road Tallahassee, Florida
James C. Tully	2305 Charles Ct. Tallahassee, Florida
Terry C. Nelson	2518 Harriman Circle Tallahassee, Florida

Rick Scott
GOVERNOR



Jesse Panuccio
EXECUTIVE DIRECTOR

FINAL ORDER NO. DEO-15-164

October 12, 2015

Kristen A. Gardner, Esq.
Dunlap & Shipman, P.A.
2065 Thomasville Rd
Suite 102
Tallahassee, FL 32308

Re: Tallavana Homeowner's Association, Inc. (Section #6)

Dear Ms. Gardner:

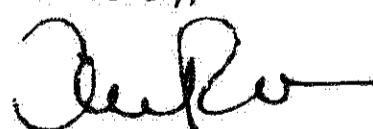
The Department has completed its review of the proposed revived declaration of covenants and other governing documents for the **Tallavana Homeowner's Association, Inc. (Section #6)** and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the homeowners documents and covenants is approved.

This revitalization will not be considered effective until the requirements delineated in sections 720.407(1) – (3), of the Florida Statutes, have been completed.

Section 720.407(4), Florida Statutes, requires that a complete copy of all of the approved, recorded documents be mailed or hand delivered to the owner of each affected parcel. The revitalized declaration and other governing documents will be effective upon recordation in the public records.

If you have any questions concerning this matter, please contact Rozell McKay, Government Analyst I, at (850) 717-8480.

Sincerely,


Ana Richmond, Chief
Bureau of Community Planning

Kristen A. Gardner, Esq.
October 12, 2015
Page 2 of 3

FINAL ORDER NO. DEO-15-164

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS ORDER HAS THE OPPORTUNITY
FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-
106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL
BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR
SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC
OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS NOTICE. A PETITION IS FILED WHEN IT IS
RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230

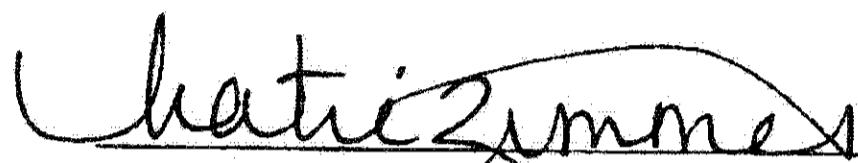
YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH
THE AGENCY CLERK WITHIN 21 DAYS OF RECEIPT OF THIS FINAL ORDER.

Kristen A. Gardner, Esq.
October 12, 2015
Page 3 of 3

FINAL ORDER NO. DEO-15-164

NOTICE OF FILING AND SERVICE

I HEREBY CERTIFY that the above document was filed with the Department's designated Agency Clerk and that true and correct copies were furnished to the persons listed below in the manner described on the 13th day of October 2015.



Agency Clerk
Department of Economic Opportunity
107 East Madison Street MSC 110
Tallahassee, FL 32399-4128

By Certified U. S. Mail:

Kristen A. Gardner, Esq.
Dunlap & Shipman, P.A.
2065 Thomasville Rd.
Suite 102
Tallahassee, FL 32308

By interoffice delivery:

Rozell McKay, Government Analyst I, Division of Community Planning

Gadsden County Property
Clay Vanlandingham, CFA
County Appraiser16 S. Calhoun St.
Quincy, FL 32353-0585
PH: (850) 627-7168
FAX: (850) 627-0396

Search Criteria: Address Search=MASON CT

Search produced the following results. Select one by clicking the parcel number link in the first column below.

Parcel Number	Owner Name	Address	Legal Information	Homestead	Last Sale	GIS Map
3-05-2N-2W-0000-00220-2100	PHILLIPS EDGAR E	10 MASON CT	OR 421 P 1943; OR 473 P 520	Y	1998-01-16	Map It
3-05-2N-2W-0000-00220-1900	COSTA BRANDI NICOLE & LEE B	25 MASON CT	OR 629 P 959; OR 629 P 952	Y	2005-12-30	Map It
3-05-2N-2W-0000-00220-2000	BURNOPP WILLIAM H AND LAURA H	56 MASON CT	OR 742 P 118	Y	2011-01-27	Map It
3-05-2N-2W-0000-00220-1800	PATEL RAJESH AND DIPTI	61 MASON CT	OR 569 P 1607	Y	2003-07-01	Map It
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3-05-2N-2W-0000-00210-0900	BANKS IAN M & CHAU P	MASON DR.	OR 619 P 754	N	2005-08-17	Map It
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3-05-2N-2W-0000-00220-0100	BUTLER JEFF JR AND JOHNNIE H	147 MASON DR	OR 423 P 983	Y	1994-09-07	Map It
3-05-2N-2W-0000-00220-2200	CAMPBELL JAMES ASHLEY AND DUNN ROXANN RAE	180 MASON DR	OR 557 P 492	Y	2002-12-27	Map It
3-05-2N-2W-0000-00220-2400	DURHAM JOE RAY 18946 STATE ROAD 71 NORTH	223 MASON DR	OR 780 P 212	N	2013-10-03	Map It
3-05-2N-2W-0000-00220-2300	GORDON DONALD S JR	235 MASON DR	OR 533 P 454; OR 476 P 629	Y	2001-10-09	Map It
3-05-2N-2W-0000-00220-2600	GAINOUS NATHAN	331 MASON DR	OR 680 P 1425	Y	2007-10-10	Map It
3-05-2N-2W-0000-00220-1400	WASHINGTON MARGARET D & WASHINGTON DENNIS L	352 MASON DR	OR 701 P 1980	Y	2008-09-16	Map It
3-05-2N-2W-0000-00220-2800	JOHNSON LARRY B & MARILYN S	385 MASON DR	OR 483 P 990	Y	1998-08-31	Map It
3-05-2N-2W-0000-00220-3000	DALTON CAROLE AND CARLA	425 MASON DR	OR 801 P 1663	N	2015-04-15	Map It
3-05-2N-2W-0000-00220-1100	TANNER WILLIAM F III & CAROLYN	438 MASON DR	OR 428 P 665	Y	1994-12-28	Map It
3-05-2N-2W-0000-00220-1000	JOHNSON GERALD & CATHY	470 MASON DR	OR 513 P 1219 OR 293 P 56	Y	2000-08-09	Map It
3-05-2N-2W-0000-00220-0900	TIDWELL SANDRA L & JOSEPH D	500 MASON DR	OR 787 P 1620 OR 293 P 56	Y	2014-04-16	Map It
3-05-2N-2W-0000-00220-0800	CORBALLY DAN R AND KRISTINA A	510 MASON DR	OR 522 P 1546 OR 293 P 56	Y	2001-03-09	Map It
3-05-2N-2W-0000-00220-2900	SHEFFIELD BRETT AND REBECCA	519 MASON DR	OR 635 P 1761 OR 503 P 587	Y	2006-03-28	Map It
3-05-2N-2W-0000-00220-0700	REEVES VICTORIA L	550 MASON DR	OR 797 P 1136	Y	2014-12-23	Map It
3-05-2N-2W-0000-00220-0600	GLENN ARCHIE AND OCINE	564 MASON DR	OR 745 P 1819	Y	2011-04-21	Map It
3-05-2N-2W-0000-00220-2700	TYSON MARCUS SCOTT & MAELENE	599 MASON DR	OR 542 P 539 OR 467 P 274	Y	1997-08-22	Map It
3-05-2N-2W-0000-00220-0500	WENTURINE GEOFFREY P & ELISA P	600 MASON DR	OR 778 P 432	N	2013-08-15	Map It
3-05-2N-2W-0000-00220-0400	FINOLEY WILLIAM J & SUSAN E	628 MASON DR	OR 580 P 1127	Y	2003-12-15	Map It
3-05-2N-2W-0000-00220-2500	WHITFIELD CYNTHIA G & WILLIAM	635 MASON DR	OR 587 P 1356; OR 468 P 387	N	2004-04-15	Map It
3-05-2N-2W-0000-00220-0300	BENNETT FREDDIE A AND SALLY L	664 MASON DR	OR 774 P 970 OR 677 P 1862	Y	2013-05-14	Map It
3-05-2N-2W-0000-00220-0200	HINSON BRENDA D	680 MASON DR	OR 702 P 236 OR 432 P 1195	Y	2008-09-29	Map It
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3-05-2N-2W-0000-00220-1200	BERRY LYNDLE	55 MASON WAY	OR 575 P 259 (LOT 12)	Y	2003-08-13	Map It
3-05-2N-2W-0000-00220-1300	HANSEN TIMOTHY D & JACQUELINE	65 MASON WAY	OR 456 P 1544	N	1996-12-10	Map It
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3-05-2N-2W-0000-00242-0100	CARDONA ALEJANDRO C CARDONA AMELIA A	810 HICKORY LN	OR 717 P 1732	N	2009-07-19	Map It

NETTIE B. FREE

TO

CENTRAL FLORIDA POWER & LIGHT COMPANY

KNOW ALL MEN BY THESE PRESENTS, That the undersigned in consideration of the sum of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, grant and convey to CENTRAL FLORIDA POWER & LIGHT COMPANY, a Florida Corporation and to its successors, assigns and lessees, the right, privilege and easement forever, to construct, operate and maintain a pole and/or tower line for the transmission and distribution of electricity, including necessary communications and other wires, towers, poles, guy and brace poles, anchors, ground connections, attachments, fixtures, equipment and accessories desirable in connection therewith, over, upon and across the following described tract of land in Gadsden County, State of Florida, to-wit:

A strip of land one hundred (100) feet wide running East and West across the Northwest Quarter (NW $\frac{1}{4}$) of Section Five (5), the Northeast Quarter (NE $\frac{1}{4}$) and East Half (E $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Six (6), Township Two North, Range Two (2) West; where said line has already been surveyed across said land.

which tract contains 15.15 acres, more or less, and over, upon, across and along the roads, streets and highways adjoining said tract; together with the right to patrol, inspect, alter, improve, repair and rebuild the same and to remove such lines, wires, towers, poles, attachments, equipment and accessories, including the right to increase or decrease the number of wires and voltage, together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, for the purposes above described, including the right to trim, cut and keep clear all trees, limbs, and undergrowth along said lines and all trees adjacent thereto that may, in any way, endanger the proper operation of the same, including also, the right to enter over adjoining lands of the grantors for of exercising the rights and privileges herein granted, with regard to repairing the maintaining said lines, when and where it is impracticable to reach any point on the line of the easement hereby granted without corssing such other lands.

The grantors covenant that they have the right convey the said easement, that the grantee, its successors and assigns, shall have quiet and peaceable possession use and enjoyment of said easement, and that the grantors will execute such further assurances of said easement as may be required.

IN WITNESS WHEREOF the said grantor has hereunto affixed her hand and seal this the 22 day of October A. D. 1926.

Signed, sealed and delivered in the presence of:

Mary Jordan

Nettie B. Free

(SEAL)

Margaret Frierson

STATE OF ALABAMA
County of Tuscaloosa

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized by law to administer oaths and take acknowledgments, Mrs. J. S. Free, a widow, well known to me and known to me to be the person described in and who executed the above and foregoing instrument and she acknowledged before me that she executed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal at Tuscaloosa County and State aforesaid, this the 22 day of October A. D. 1926.

(N. P. SEAL)

Effie Mae Hamner
Notary Public State of Alabama
My Commission Expires on the 16 day of July A. D. 1930.

FOR VALUE RECEIVED, the undersigned corporation hereby sells, assigns, transfers, conveys and sets over unto Florida Power Corporation, its successors and assigns, all its right, title, interest and equity in, to and under the within instrument and in and to the privilege and easement therein granted.

IN WITNESS WHEREOF, the undersigned corporation has caused its corporate seal to be hereunto affixed and this instrument to be signed in its name by its proper officer thereunto duly authorized this 18th day of February, 1929.

Attest:

R. E. Aitchesson
Secretary

(CORPORATE SEAL)

CENTRAL FLORIDA POWER & LIGHT COMPANY

BY Ross W. Cryder

Witnesses:

T. S. Pierce Jr.

R. Jerome Thompson

STATE OF FLORIDA }
COUNTY OF PINELLAS } ss:

Before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Ross W. Cryder to me known and known to me to be the Vice-President of Central Florida Power & Light Company, the above described corporation, and to me known to be the person who executed the foregoing instrument and acknowledged the execution thereof to be his free act and deed and the free act and deed of said corporation, for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 18th day of February, 1929.

(Notarial Seal)

J. Shirley Gracy
Notary Public for the State of Florida at Large
My Commission Expires Apr. 2, 1930.

STATE OF FLORIDA
COUNTY OF GADSDEN

I, F. F. Morgan, Clerk of the Circuit Court in and for said County do hereby certify that the above and foregoing instrument was presented and filed for record in this office on the 24th day of July, A. D. 1946, and it being properly authenticated, I have duly recorded same this the 29th. day of July, A. D. 1946.

F. F. Morgan CLERK
BY Laura Belle Edwards C. C.

PAUL HAWKINS ET AL TO BAINBRIDGE POWER CO.

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of One & No/100 dollars dollars receipt of which is hereby acknowledged, the undersigned hereby grant and convey unto Bainbridge Power Co. its successors and assigns, the right, privilege and easement to construct, operate and maintain lines, wires, poles, towers, attachments, equipment and fixtures for the transmission and distribution of electricity; together with the right of ingress and egress to, from and along such lines and also the right to trim, or to remove, any trees, undergrowth and other obstruction along and adjacent to said lines to the extent reasonably necessary to keep the wires cleared, and to maintain and operate such lines with safety and to change the number of wires and voltage; also to erect and set necessary guy and brace poles and anchors, and to attach thereto, and to trees, the necessary guy wires. This right is granted by the undersigned upon, over and across the property which we own, or in which we have any interest, and upon and along the roads, streets and highways adjoining the said property in the County of Gadsden and State of Florida, said property being described as follows:

Such land as we own in Section No. 1 & 2 Township 2 North Range 3 West

The above sum is accepted by the undersigned in full payment for the rights hereby granted.

IN WITNESS WHEREOF, the grantors have hereunto affixed their hands and seals this 5th day of Aug. A. D. 1926.

Witnesses:

Chas. E. Glisson

J. L. Donalson

Paul Hawkins

(SEAL)

S. C. Hawkins

(SEAL)

Kate Hawkins

(SEAL)

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, in consideration of the sum of One Dollar and other valuable considerations, the receipt of which is hereby acknowledged, grants and conveys to FLORIDA POWER CORPORATION, its successors and assignees, the right, privilege and easement to construct, operate and maintain for such period of time as it may use the same or until the use thereof is abandoned, single-pole, H-frame and/or tower line for the transmission and distribution of electricity, including necessary communication and other wires, poles, guys, anchors, ground connections, attachments, fixtures, equipment and accessories desirable in connection therewith over, upon and across the following described land in GADSDEN County, State of Florida, to wit:

$\frac{1}{2}$ of NW $\frac{1}{4}$ of Sec. 5; $\frac{1}{2}$ of NE $\frac{1}{4}$, SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec. 6, Twp. 2 N., Rge. 2 W.

Right-of-way clearing is restricted to 50 feet on each side of center line of said power line, plus danger timber.

together with the right to patrol, inspect, alter, improve, repair, rebuild or remove such lines, equipment and accessories, including the right to increase or decrease the number of wires and voltage, together with all rights and privileges reasonably necessary or convenient for the enjoyment or use thereof for the purposes above described, including the right to trim, cut and keep clear such trees, limbs and undergrowth along said lines, and all trees adjacent thereto that may endanger the proper operation of the same, and including the reasonable right to enter upon adjoining lands of the grantor for the purpose of exercising the rights herein granted.

The grantor covenants that it has the right to convey the said easement and that the grantee, its successors and assignees shall have quiet and peaceable possession, use and enjoyment of said easement.

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, attested by its Asst Secretary, this 30 day of June, A.D. 1950.

Signed, sealed and delivered
in presence of:

Laverne D. Loring
James P. Mitchell

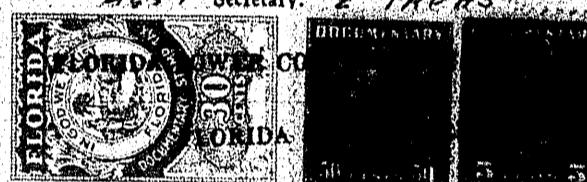
VEULTA FARMS, INC.

(Name of Corporation)

By M. F. Elliner
President

Attest: E. B. McFarland

Asst Secretary E. T. Thors



STATE OF FLORIDA

COUNTY OF Gadsden

{ ss:

I HEREBY CERTIFY that on this 30 day of June, A.D. 1950, before me personally appeared M. F. Elliner and E. B. McFarland respectively President and Ass't. Secretary of VEULTA FARMS INC., a corporation of the State of Florida, to me known to be the persons described in and who executed the foregoing instrument to the Florida Power Corporation and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS: my signature and official seal in said County and State, the day and year last aforesaid.

My Commission Expires: Apr. 22, 1953

Laverne D. Loring
NOTARY PUBLIC.

Gadsden County, Florida
Filed this 28 day of August, 1950 at 4:15 o'clock P.M. and recorded in Deed Book
92, Page 73 and duly verified this 28 day of August, 1950.

CLERK CIRCUIT COURT

By Laura Belle Edwards D. C.

STATE OF FLORIDA
COUNTY OF GADSDEN

I, F. F. Morgan, Clerk of the Circuit Court in and for said County, do hereby certify that the above and foregoing instrument was presented and filed for record in this office on the 28 day of August, A. D. 1950 and it being properly authenticated, I have duly recorded same this the 28 day of August, A. D. 1950.

BY F. F. Morgan CLERK
F. F. Morgan D. C.

QUITCLAIM DEED

THIS QUITCLAIM DEED, Made this 22 day of February, A. D. 1982, between TALLAVANA PROPERTIES, INC., a Florida corporation, hereinafter called the Grantor, and PARK T. BRITTLE, of 3535 Roberts Avenue, Tallahassee, Florida 32304, hereinafter called the Grantee,

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by this deed does remise, release and quitclaim unto the Grantee, the heirs and assigns of the Grantee forever, all of the right, title, interest, claim and demand which the Grantor has in and to the following described real property situate in Gadsden County, Florida, to-wit:

Begin at a concrete monument marking the Southwest corner of the Southeast Quarter of Section 6, Township 2 North, Range 2 West, Gadsden County, Florida, (proven), run North 00 degrees 09 minutes 47 seconds East along the West boundary of the Southeast Quarter of said Section 6 a distance of 1089.79 feet to a concrete monument marking the Southwest corner of property described in Official Records Book 225, Page 673 of the Public Records of Gadsden County, Florida, thence South 89 degrees 50 minutes 13 seconds East along the South boundary of said property 388.31 feet to a concrete monument on the Westerly right of way boundary of a private 60 foot roadway (Pine Top Drive), thence Southwesterly along said right of way boundary as follows: South 07 degrees 35 minutes 40 seconds West 285.26 feet to a point of curve to the left, thence along said right of way curve with a radius of 407.84 feet, through a central angle of 18 degrees 02 minutes 47 seconds, for an arc distance of 128.46 feet, thence South 10 degrees 27 minutes 07 seconds East 741.33 feet to the Northeast corner of Lot 3, Block "B" of Tallavana (Unrecorded), thence leaving said Westerly right of way boundary run South 58 degrees 25 minutes 33 seconds West along the Northerly boundary of said Lot 3 a distance of 519.25 feet to a concrete monument, thence North 08 degrees 49 minutes 14 seconds West 327.28 feet to the POINT OF BEGINNING; containing 12.0 acres, more or less.

SUBJECT to taxes for the year 1982 and subsequent years, easements and restrictive covenants of record, if any, which specifically are not reimposed or extended hereby;

This conveyance is also being made subject to an easement over and across the above-described property in favor of the Grantor

This instrument prepared by
RUSSELL D. GAUTIER of
PENNINGTON, WILKINSON, GARY & DUNLAP
Attorneys at Law

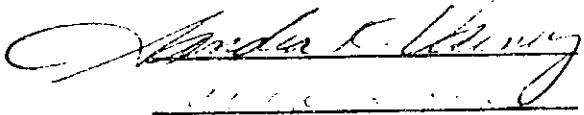
Post Office Box 3985
Tallahassee, Florida 32303

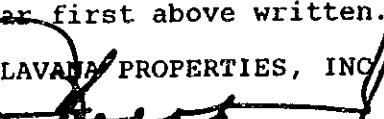
and all of its prior and future grantees, their heirs, assigns, grantees and successors in interest, for drainage purposes and for any other purpose consistent with the maintenance, preservation or operation of the dam and lake situated on adjoining lands, and the Grantor hereby grants and conveys to itself and all of its prior and future grantees, their heirs, assigns, grantees and successors in interest, an easement over and across the above-described property for such drainage and other purposes specified hereinabove. The rights provided for under this said easement are unlimited and include, but are not limited to, the right to inundate the above-described property and the right to clear or otherwise improve the said property to further the purposes expressed herein.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, and claim whatsoever of the Grantor, either in law or in equity, to the only proper use, benefit and behoof of the Grantee, the heirs and assigns of the Grantee forever. The terms Grantor and Grantee shall be deemed to include both the singular and plural where appropriate, and where the masculine gender is used, it shall include masculine, feminine or neuter, where appropriate.

IN WITNESS WHEREOF, the Grantor has hereunto signed his name and affixed his seal the day and year first above written.

WITNESSES:



TALLAVANA PROPERTIES, INC.
By: 
FRED O. DRAKE, JR.
Executive Vice President

(CORPORATE SEAL)

STATE OF FLORIDA,
COUNTY OF LEON.

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgments personally appeared FRED O. DRAKE, JR., to me known to be the person described as Executive Vice President of TALLAVANA PROPERTIES, INC., a Florida corporation, in and who executed the foregoing QUITCLAIM DEED, and acknowledged before me that that person executed the foregoing QUITCLAIM DEED in the

name of and for that corporation, affixing the corporate seal of that corporation thereto; that as such corporate officer that person is duly authorized by that corporation to do so; and that the foregoing QUITCLAIM DEED is the act and QUITCLAIM DEED of that corporation.

WITNESS my hand and official seal in the County and State named above this 10 day of February, A.D. 1982.

Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires June 17, 1984
Banded thru Troy Seal Insurance Inc.

110948

O.P. BOOK 292 PAGE 1998
REG. WAYNE HANNA, CLERK
BROWNSON CO., FLORIDA

'82 APR 2 PM 3 24

Prepared By:

Kristin A. Gardner
Dunlap & Shipman, P.A.
2065 Thomasville Road, Ste 102
Tallahassee, FL 32308

ASSIGNMENT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that for ten dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, **TALLAVANA PROPERTIES, INC.**, a dissolved Florida corporation, ("Assignor"), hereby assigns and transfers to **TALLAVANA HOMEOWNERS' ASSOCIATION, INC.** ("Assignee"), whose mailing address is *Post Office Box 11143, Tallahassee, FL 32302*, all of its right, title and interest in and to that certain drainage easement as described in the Quitclaim Deed recorded in Official Records Book 292 at page 1998 of the public records of Gadsden County, Florida, which easement is for drainage purposes and for any other purpose consistent with the maintenance, preservation or operation of the dam and lake located in the Lake Tallavana Subdivision.

This Assignment is made by Assignor without recourse, guaranty, warranty or representation of any kind or nature as to its rights to convey the same.

DATED this _____ day of November, 2017.

Signed, sealed and delivered
in our presence:

Renee C. Traynor
Signature of Witness

Renee C. Traynor
Print Name of Witness

Jessica Miller
Signature of Witness

Jessica Miller
Print Name of Witness

TALLAVANA PROPERTIES, INC.,
a dissolved Florida corporation

By: *Carl R. Pennington*

Print Name: Carl R. Pennington, Jr.

Its: Former President

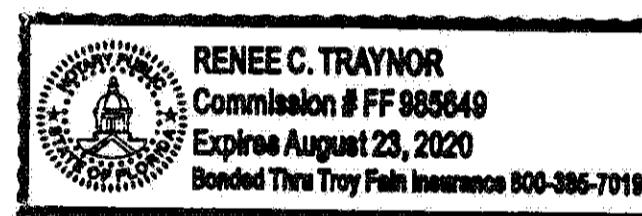
STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 15th day of November 2017, by Carl R. Pennington, Jr. as former President of Tallavana Properties, Inc., who is personally known to me or who has produced _____ as identification bearing identification number _____.

Renee C. Traynor
Name: _____

Notary Public

My commission expires: _____



AGREEMENT

THIS AGREEMENT is made, executed and entered into by and between TALLAVANA HOMEOWNERS ASSOCIATION, INC., hereafter referred to as the "ASSOCIATION", and W. GERALD HARRIS and MASON K. HARRIS, his wife, hereafter referred to as "HARRIS". The effective date of this Agreement shall be the date the last of the parties executes this Agreement.

WITNESSETH:

WHEREAS, the ASSOCIATION presently is the present record title holder of certain roads, pavilion area, lake bottom, and other real property described in those attachments to an agreement recorded October 4, 1982, in Official Records Book 296, Page 1922, of the Public Records of Gadsden County, Florida; and

WHEREAS, the ASSOCIATION is the representative body of a substantial portion of homeowners and property owners in a development described in Parcel "A" in those Restrictive Covenants dated November 3, 1972, and recorded in Official Records Book 155, Page 10, of the Public Records Book of Gadsden County, Florida, and known as LAKE TALLAVANA, an unrecorded subdivision (hereafter referred to as the "LAKE TALLAVANA DEVELOPMENT"), and

WHEREAS, the ASSOCIATION is desirous of maintaining the security and privacy of the Lake Tallavana Development so that all access to the Lake Area and those roads presently owned by the ASSOCIATION will be controlled by locked gates with access only to homeowners or their invited guests; and

WHEREAS, HARRIS is the owner of that certain real property located in Parcel "A" in those Restrictive Covenants dated November 4, 1972, and recorded in Official Records Book 155, Page 10, of the Public Records of Gadsden County, Florida, and as is more particularly described in Exhibit "A", attached hereto and made a part hereof (hereafter referred to as "AAA SECTION, LAKE TALLAVANA DEVELOPMENT"); and

WHEREAS, HARRIS has been granted two easements which are recorded in Official Records Book 293, Page 61-64, of the Public

Records Book of Gadsden County, Florida, which provide HARRIS access across property in Lake Tallavana Development, and as is more particularly described in Exhibit "B", attached hereto and made a part hereof; and

WHEREAS, HARRIS is presently developing 60± acres of the 91.46 acres of AAA Section, Lake Tallavana Development, described in Exhibit "A" for the purpose of selling lots for residential purposes; and

WHEREAS, HARRIS has access to Lake Tallavana and the other common areas of Lake Tallavana Development for use by those persons who purchase lots in the development above mentioned; and

WHEREAS, the ASSOCIATION desires to limit access to Lake Tallavana to residents of the AAA Section, Lake Tallavana Development under certain specified terms set forth herein; and

WHEREAS, HARRIS is agreeable to those terms;

NOW THEREFORE, for and in consideration of the hereinafter state premises, terms, and conditions, and other good and valuable considerations, the receipt and sufficiency of which are hereby conclusively acknowledged, the parties hereto do agree as follows:

1. HARRIS agrees to erect a metal gate across the cul-de-sac area of AAA Section, Lake Tallavana Development, which will adjoin the hereinabove referenced easement by a thirty (30) foot roadway. Said gate shall remain locked when not in use and keys will be issued only to residents of the AAA Section, Lake Tallavana Development by the ASSOCIATION.

2. (a) HARRIS agrees to grant to the ASSOCIATION the two easements recorded in Official Records Book 293, Pages 61-64, Exhibit "B" hereto, within thirty (30) days after the last of the parties executes this Agreement and will reserve in such conveyance the ingress and egress rights of AAA Section, Lake Tallavana Development property owners in accordance with this Agreement.

(b) HARRIS agrees to grant by deed to the Association a thirty (30) foot road from the easements mentioned in Exhibit "B" to the cul-de-sac at the end of the county maintained Road

in AAA Section, Lake Tallavana Development, reserving in such conveyance the ingress and egress rights of AAA Section, Lake Tallavana Development, property owners in accordance with this agreement.

3. HARRIS agrees to either cut a ditch across the area of the easement to Lake Tallavana, as described above, or place a culvert under the area for the purpose of allowing the natural drainage flow to continue uninterrupted by the easement.

4. HARRIS agrees that by this Agreement those restrictive covenants previously deleted from that certain instrument dated November 3, 1972, and recorded in Official Records Book 155, Page 10 of the Public Records of Gadsden County, Florida, shall be imposed as Restrictive Covenants upon purchasers in "AAA Section, Lake Tallavana Development" to-wit: Paragraph 12 requiring membership in the Tallavana Homeowners Association, Inc., and paragraph 14 requiring approval of residential structures by the Lake Tallavana Architectural Control Committee.

5. HARRIS agrees that he is presently developing $60\pm$ acres of real property described in Exhibit "A" for residential lots. In addition, HARRIS is to develop roads to said lots. It is specifically understood and agreed that the ASSOCIATION shall have no responsibility for those roads that are county maintained either for development or maintenance now or in the future. The ASSOCIATION will not accept title or responsibility for said county maintained roads. The ASSOCIATION will, however, be responsible for maintenance of non-county maintained roads commencing with the road conveyed in paragraph 2(b) above. Moreover, when the remaining $31.47\pm$ acres are developed by HARRIS and roads therein are brought up to standards of other unpaved roads in Tallavana, the Association will accept title to said roads and become responsible for the maintenance of these roads. It is further expressly understood and agreed that should the parties not agree that the roads meet the standards of the other unpaved roads in Lake Tallavana Development, then the parties agree to abide by the decision of a panel of arbitrators to be composed of one person chosen by the ASSOCIATION, one person chosen by

HARRIS, and a third unbiased person chosen by the two persons selected by the ASSOCIATION and HARRIS. The decision of the panel shall be final.

6. The ASSOCIATION agrees to maintain the hereinabove described easements and roadways being conveyed to it for the use and benefit of its members and the property owners of AAA Section, Lake Tallavana Development. The ASSOCIATION further agrees that it will in no way block or prohibit AAA Section, Lake Tallavana Development, property owners from ingress and egress across the hereinabove described easements and roadways through said gate, for lake usage, pavilion usage and other benefits of membership in the ASSOCIATION.

7. As to the AAA Section, Lake Tallavana Development, it is agreed as follows:

(a) Immediately upon conveyance of any of the lots in Exhibit "A", the lot owner shall become a member of the ASSOCIATION and be liable for homeowner's assessments.

(b) HARRIS shall not be liable for assessments for those lots which he owns within the parcel described in Exhibit "A", HARRIS shall be able to treat the entire development as one lot and shall be assessed annually as a single lot owner until all lots are sold.

(c) As an additional restrictive covenant on each lot conveyed by HARRIS subsequent purchasers or assigns shall be prohibited from acquiring, accepting, or granting any right of ingress and egress over said lot for any purpose. Notwithstanding any of the above, it is specifically agreed that utility easements for sewer, water, electricity, telephone and drainage may be given by the various property owners, subject to the restrictive covenants of the Lake Tallavana Development.

(d) HARRIS agrees not to divide the lots in the AAA Section, Lake Tallavana Development, into less than one half (1/2) acre lots and will so restrict the lots as they are conveyed. All lots will be governed by the restrictive covenants recorded in Official Records Book 155, Page 10, as modified in paragraph 4 above.

8. HARRIS represents that they do not have, hold or own any easements, licenses or other rights for ingress or egress which will connect any of the roads in the Lake Tallavana Development to any public roads, except the one entrance road, connecting the AAA Section, Lake Tallavana Development to State Road 12. HARRIS and their heirs and assigns agree that they will not acquire or accept any right of ingress or egress which is then or thereafter used by anyone to connect the Lake Tallavana Development to State 12, without the express written consent of the ASSOCIATION. This provision shall not be construed to limit the right of HARRIS to develop the remaining parcel of property he owns in accordance with the provisions of this agreement except that he will not acquire any additional public access.

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be executed according to law.

Dated this 10 day of September 1983

In the Presence of:

Gerard Harris
Frank Hammel
As to Tallavana Home-
owners Association, Inc.

TALLAVANA HOMEOWNERS ASSOCIATION, INC.

By Bill Comerford
As its:

Attest: Donna E. Johnson
Secretary

(Corporate Seal)

W. Gerald Harris
As to W. Gerald Harris
and Mason K. Harris

W. Gerald Harris
W. GERALD HARRIS

Mason K. Harris
MASON K. HARRIS

BEFORE ME personally came and appeared W. GERALD HARRIS and MASON K. HARRIS, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and they acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal on this 14th day of
September, 1983.

W. Gerald Harris
NOTARY PUBLIC

