

Fee 13.00
 Doc. Stamp
 Int. Tax
 Surtax
 Total 13.00

RESTRICTIVE AND PROTECTIVE COVENANTS
 FOR TOMAHAWK

KNOW ALL MEN BY THESE PRESENTS, that TOMAHAWK, a Florida Partnership, not incorporated, is the owner of certain property situated within Putnam County, Florida, more particularly described as follows:

See Schedule of Property attached hereto and by reference made a part hereof, as Exhibit "A".

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That TOMAHAWK, a Florida Partnership, not incorporated, hereinafter called the "subdivider", for and in consideration of the mutual covenants herein contained and the execution of this Agreement, and in further consideration of One Dollar (\$1.00) in hand paid to it and for other good and valuable considerations, does herein and hereby covenant and agree for itself, its legal representatives, successors and assigns, that the following restrictions are hereby placed upon said property above-described and upon the respective holdings of the undersigned as come within the boundaries of the above-described property.

1. These covenants are to run with the land and shall be binding on all parties and all parties and all persons claiming under them until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

2. If the parties hereto, or any of them or their successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute and proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for said violation.

3. Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

4. (a) No structure or septic tank or septic tank drain field shall be constructed nearer than twenty-five (25) feet from any road right-of-way, i.e., front yard, or ten (10) feet from side yard property lines unless, in order to satisfactorily place the septic tank, it would be necessary to place the residence differently or unless the individual lot topography is such that it would be necessary to vary this restriction. No structure or septic tank drain field shall be constructed nearer than fifty (50) feet from the normal mean water level of Vause Lake a/k/a Lake Fanny. In either event, the location of any structure shall be approved by the subdivider or its legally appointed representatives.

(b) No permanent dwelling shall be permitted which has a ground floor area exclusive of open porches or garages of less than seven hundred fifty (750) square feet. No mobile home used as a permanent residence shall be permitted which has a living area exclusive of open porches and garages of less than seven hundred twenty (720) square feet, and any such mobile home shall be not more than five (5) years old on the date of placement of the mobile home on the property, and must be skirted when permanently placed. The exterior finish of all buildings and dwellings shall be completed in a reasonable time from the date of the beginning of construction. The time of construction shall not exceed nine (9) calendar months for the exterior of any building. The subdivider shall retain approval rights of the exterior character and all materials to be used on all buildings and dwellings. All buildings shall be kept and maintained in a state of repair as not to become unsightly.

This Instrument Prepared By:
 Charles I. Hilden, Jr.
 1240 N. W. 11th Ave.
 Gainesville, FL

(c) Travel trailers, campers, and motor homes shall not be permitted to remain on any lot permanently, but may be used temporarily on weekends or a maximum of six (6) months of each year. No tents or shacks shall be permitted to be used as a residence or erected upon any lot.

5. Only one (1) dwelling shall be built upon any one lot hereafter conveyed by TOMAHAWK, a Florida Partnership, not incorporated.

6. All building sites shall be used solely and only for residential purposes, and no structures, permanent or temporary, shall be erected, altered, placed, or permitted to remain on any lot other than one (1) detached, single-family dwelling, which may include mobile homes permanently attached to the property. Accessory buildings, such as private garages or storage buildings, cabanas, servants rooms or guest rooms, and docks, may be erected on the premises for use only in connection with and to serve the single-family dwelling, but must be approved by the subdivider as herein-after provided. Such outbuildings shall be limited to a total number of two (2).

7. No trade or business, nor any noxious or offensive activity shall be carried on upon the herein-described lots, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owners of said property.

8. The owner of any lot or lots may keep and maintain upon his property normal household pets. No horses, livestock, swine, goats or poultry of any kind may be housed, kept or placed on the premises.

9. No garbage shall be permitted to accumulate on any lot, and all trash, junk, garbage and abandoned automobiles shall be removed from any lot at the expense of the owner if such is not removed by the owner within thirty (30) days of receipt of written notice from the subdivider, mailed to owner by certified or registered mail.

10. Trees having a diameter of six (6) inches or larger, one (1) foot above ground level may not be cut without prior written consent of the subdivider, unless such trees are diseased, a danger to any structure located on the lot, or need to be removed for the initial construction of structured improvements upon a lot. No hunting shall be permitted upon any lot within the subdivision.

11. Lot owners shall be permitted to construct or have constructed one (1) dock per lot, provided, however, that such docks shall be no wider than six (6) feet, shall have no above deck level structures such as boat houses, cabanas, and the like, and shall extend into the lake no further than forty (40) feet from the shoreline, or to a point where the water of the lake is six (6) feet deep, whichever distance is lesser.

12. It shall be the responsibility of the individual lot owners, and not the subdivider, to maintain the ingress and egress easement from the individual lots to Indian Lakes Road.

13. All fences shall be approved by the subdivider prior to being constructed.

14. No floating docks or structures will be allowed on Vause Lake a/k/a Lake Fanny other than those docks or floating docks connected to land and meeting the requirements under Paragraph Eleven (11) of these restrictions.

15. All brush or brush-pile burning on any lot shall be done only with proper notification to and supervision of the County Forest Service, according to the current County and State laws and regulations governing such burning.

16. In the event of a violation or breach of any of these restrictions by any person or concern claiming, by through or under the subdivider, or by virtue of any judicial proceedings, the subdivider and the owners of lots in the subdivision or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the subdivider shall have the right, wherever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement.

17. The foregoing covenants, restrictions and conditions constitute as easement and servitude in and upon the lands herein-described, running with the land, and shall be for the benefit of all of the lands in the subdivision.

IN WITNESS WHEREOF, the party hereto has set his hand and seal this 15th day of July, 1980.

Signed, sealed and delivered
in our presence as witnesses:

Quane Lee
Mary C. Nemeth

TOMAHAWK, a Florida Partnership,
not incorporated

By: [Signature] (SEAL)
HENRY M. FRAZEE, Partner

STATE OF FLORIDA)
COUNTY OF ALACHUA) SS:

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, HENRY M. FRAZEE, to me well known to be the person described in and who executed the foregoing instrument before me and that he executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal at State and County aforesaid this 15th day of July, 1980.

Quane Lee
NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Jan 1, 1983

Return To: VS
Charles I. Holden, Jr.
1240 N.W. 11th Avenue
Gainesville, Florida 32601

SCHEDULE OF PROPERTY

Exhibit "A"

Vol. 392 p. 1101

The Northwest Quarter of the Southeast Quarter (NW 1/4 of the SE 1/4) of Section 3, Township 11 South, Range 23 East, Putnam County, Florida.

LESS AND EXCEPT the following described portion of the herein conveyed property:

Indian Lakes Road Across Tomahawk Property

A portion of the NW 1/4 of the SE 1/4 of Section 3, Township 11 South, Range 23 East, Putnam County, Florida, being more particularly described as follows:

Begin at the NE Corner of said NW 1/4 of SE 1/4 and run thence South 88°58'00" West, along the North boundary of said NW 1/4 of SE 1/4, 1074.27 feet; thence South 55°02'00" East, 45.42 feet to the beginning of a curve concave Northeasterly and having a radius of 210.67 feet; thence Southeasterly along the arc of said curve through a central angle of 36°00'00", an arc distance of 132.37 feet to the end of said curve; said arc being subtended by a chord having a bearing and distance of South 73°02'00" East, 130.20 feet; thence North 88°58'00" East, parallel to and 66 feet South of the North boundary of said NW 1/4 of SE 1/4, 916.38 feet to the East boundary of said NW 1/4 of SE 1/4; thence North 02°15'00" West, along said East Boundary 66.01 feet to the Point of Beginning.

80 JUL 18 P 2:16
FILED AND RECORDED IN PUBLIC
RECORDS OF PUTNAM COUNTY, FLA.
John H. Hines
CLERK OF CIRCUIT COURT



C 54248

AMENDMENT TO RESTRICTIVE COVENANTS
FOR TOMAHAWK

THIS AMENDMENT, dated this 1st d. of August, 1980, by TOMAHAWK, a Florida Partnership, not incorporated, hereinafter referred to as Owner.

WITNESSETH:

WHEREAS, TOMAHAWK, a Florida Partnership, is the owner of the following described real property:

See Schedule of Property attached hereto and by reference made a part hereof, as Exhibit "A".

and

WHEREAS, said real property is encumbered by those certain Restrictive Covenants dated July 15, 1980, and recorded in Official Records Book 392, page 1098, of the Public Records of Putnam County, Florida; and

WHEREAS, the Owner desires to amend said restrictions prior to any conveyance of any part of the subject property to any third parties to permit the maintenance of horses on said property under certain conditions.

NOW, THEREFORE, for and in consideration of the faithful performance of said restrictions, as hereby amended, the Owner hereby amends the herein-reference restrictive covenants as follows:

1. Paragraph 8 of said restrictive covenants, which reads as follows:

"8. The owner of any lot or lots may keep and maintain upon his property normal household pets. No horses, livestock, swine, goats or poultry of any kind may be housed, kept or placed on the premises."

is hereby stricken from said restrictions in its entirety and in lieu thereof, the following paragraph 8 is substituted:

"The owner of any lot or lots may keep and maintain upon his property normal household pets. No livestock, swine, goats, poultry or animals of any other kind may be housed, kept or placed on the premises, with the exception

This Instrument Prepared By: 75
Charles I. Holden, Jr.
1240 N. W. 11th Avenue
Gulf Breeze, FL 32601

that the owner may keep and maintain one (1) horse or pony per each acre of land owned by him lying above the normal mean water level of Vause Lake a/k/a Lake Fanny.

2. Paragraph 16 of said restrictive covenants, which reads as follows:

"16. In the event of a violation or breach of any of these restrictions by any person or concern claiming, by through or under the subdivider, or by virtue of any judicial proceedings, the subdivider and the owners of lots in the subdivision or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the subdivider shall have the right, wherever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement."

is hereby stricken from said restrictions in its entirety and in lieu thereof, the following paragraph 16 is substituted:

"16. In the event of a violation or breach of any of these restrictions by any person or concern claiming, by, through or under the subdivider, or by virtue of any judicial proceedings, the subdivider and the owners of lots in the subdivision or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof

or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction, or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement."

3. Nothing herein contained shall be construed to modify or amend the herein-referenced restrictive covenants except as herein provided.

IN WITNESS WHEREOF the undersigned has caused these amendments to be executed on behalf of the partnership on the day and date above first written.

Signed, sealed and delivered
in our presence as witnesses:

Quane Lee

TOMAWK, a Florida Partnership
not incorporated

Melissa M. Sprague

By:

Henry M. Frazee
HENRY M. FRAZEE, Partner

(SEAL)

STATE OF FLORIDA)
COUNTY OF ALACHUA)

SS:

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, HENRY M. FRAZEE, to me well known to be the person described in and who executed the foregoing instrument before me and that he executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal at State and County aforesaid this 1st day of August, 1980.



Quane Lee
NOTARY PUBLIC

State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Jan. 1, 1983

Return To:
Charles I. Holden, Jr.
1240 N.W. 11th Avenue
Gainesville, Florida 32601

SCHEDULE OF PROPERTY

Exhibit "A"

The Northwest Quarter of the Southeast Quarter (NW 1/4 of the SE 1/4) of Section 3, Township 11 South, Range 23 East, Putnam County, Florida.

LESS AND EXCEPT the following described portion of the herein conveyed property:

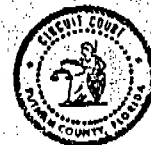
Indian Lakes Road Across Tomahawk Property

A portion of the NW 1/4 of the SE 1/4 of Section 3, Township 11 South, Range 23 East, Putnam County, Florida, being more particularly described as follows:

Begin at the NE Corner of said NW 1/4 of SE 1/4 and run thence South 88°58'00" West, along the North boundary of said NW 1/4 of SE 1/4, 1074.27 feet; thence South 55°02'00" East, 45.42 feet to the beginning of a curve concave Northeasterly and having a radius of 210.67 feet; thence Southeasterly along the arc of said curve through a central angle of 36°00'00", an arc distance of 132.37 feet to the end of said curve; said arc being subtended by a chord having a bearing and distance of South 73°02'00" East, 130.20 feet; thence North 88°58'00" East, parallel to and 66 feet South of the North boundary of said NW 1/4 of SE 1/4, 916.38 feet to the East boundary of said NW 1/4 of SE 1/4; thence North 02°15'00" West, along said East Boundary 66.01 feet to the Point of Beginning.

C 54877

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FILED AND RECORDED IN PUBLIC
RECORDS OF PUTNAM COUNTY, FLA.
Clerk of Circuit Court



100-112
DISTRIBUTION RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Grantors (whether one or more), TOMAHAWK, a Florida Partnership, not incorporated, in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to CLAY ELECTRIC COOPERATIVE, INC., a Florida Corporation, hereinafter called the "Cooperative", its successors and assigns, a perpetual easement fourteen (14) feet in width over, under, upon and across the lands and real property situate, lying and being in the County of Putnam, State of Florida, more particularly described as follows:

Easement Across Lots 1, 2, 3, 4, 5, and 6 of Tomahawk

A portion of the NW 1/4 of the SE 1/4 of Section 3, Township 11 South, Range 23 East, Putnam County, Florida, being more particularly described as follows:

Commence at the NW Corner of said NW 1/4 of SE 1/4 and run thence North 88°58'00" East, along the North boundary of said NW 1/4 of SE 1/4, 216.89 feet to the Point of Beginning; thence continue North 88°58'00" East, along said North boundary 23.82 feet; thence South 55°02'00" East, 45.42 feet to the beginning of a curve concave Northeasterly and having a radius of 210.67 feet; thence Southeasterly along the arc of said curve through a central angle of 36°00'00" an arc distance of 132.37 feet to the end of said curve; said arc being subtended by a chord having a bearing and distance of South 73°02'00" East, 130.20 feet; thence North 88°58'00" East, parallel to and 66 feet South of the North boundary of said NW 1/4 of SE 1/4, 916.38 feet to the East boundary of said NW 1/4 of SE 1/4; thence South 02°15'00" East, parallel to and 80 feet South of said North boundary 916.67 feet to the beginning of a curve concave Northeasterly and having a radius of 224.67 feet; thence Northwesterly along the arc of said curve through a central angle of 36°00'00" an arc distance of 141.16 feet to the end of said curve; said arc being subtended by a chord having a bearing and distance of North 73°02'00" West, 138.85 feet; thence North 55°02'00" West, 64.69 feet to the Point of Beginning.

ALSO:

A portion of the SW 1/4 of the NE 1/4 of Section 3, Township 11 South, Range 23 East, Putnam County, Florida, being more particularly described as follows:

Commence at the SW Corner of said SW 1/4 of NE 1/4 and run thence North 88°58'00" East, along the South boundary of said SW 1/4 of the NE 1/4, 216.89 feet to the Point of Beginning; thence continue North 88°58'00" East, along said South boundary 23.82 feet; thence North 55°02'00" West, 194.74 feet; thence South 34°58'00" West, 14.00 feet; thence South 55°02'00" East, 175.47 feet to the Point of Beginning.

ALSO:

14' Utilities Easement Across Tomahawk Interior Roadway

A portion of the NW 1/4 of the SE 1/4 of Section 3, Township 11 South, Range 23 East, Putnam County, Florida, being more particularly described as follows:

Commence at the NE Corner of said NW 1/4 of SE 1/4 and run thence South 02°15'00" East along the East boundary of said NW 1/4 of SE 1/4, 366.01 feet; thence South 88°58'00" West parallel to the North boundary of said NW 1/4 of SE 1/4, 594.47 feet; thence South 01°02'00" East, 50.00 feet to the Point of Beginning; thence North 88°58'00" East parallel to said North boundary 445.00 feet to a point on the arc of a curve concave Northeasterly and having

Putnam County
STATE OF FLORIDA
CLAY ELECTRIC COOPERATIVE, INC.
1040
This Instrument Prepared By:
Charles I. Holden, Jr.
1240 N. W. 11th Avenue
Gainesville, Florida 32601

a radius of 50.00 feet; thence Southeasterly along the arc of said curve through a central angle of $91^{\circ}48'30''$, an arc distance of 80.13 feet; said arc being subtended by a chord having a bearing and distance of South $46^{\circ}56'45''$ East, 71.83 feet; thence South $02^{\circ}15'00''$ East, 14.00 feet to a point on the arc of a curve concave Northeasterly and having a radius of 64.00 feet; thence Northwesterly along the arc of said curve through a central angle of $79^{\circ}03'20''$, an arc distance of 88.31 feet; said arc being subtended by a chord having a bearing and distance of North $53^{\circ}11'48''$ West, 81.47 feet; thence South $88^{\circ}58'00''$ West parallel to said North boundary 432.55 feet to the beginning of a curve concave Northeasterly and having a radius of 314.80 feet; thence Northwesterly along the arc of said curve through a central angle of $88^{\circ}47'00''$, an arc distance of 487.80 feet to the end of said curve; said arc being subtended by a chord having a bearing and distance of North $46^{\circ}38'30''$ West, 440.44 feet; thence North $02^{\circ}15'00''$ West, parallel to said East boundary 41.83 feet; thence North $88^{\circ}58'00''$ East, parallel to and 80 feet South of said North boundary 11.68 feet to a point on the arc of a curve concave Southwesterly and having a radius of 25.00 feet; thence Southeasterly along the arc of said curve through a central angle of $24^{\circ}53'14''$ an arc distance of 10.86 feet to the end of said curve; said arc being subtended by a chord having a bearing and distance of South $14^{\circ}41'37''$ East, 10.77 feet; thence South $02^{\circ}15'00''$ East, parallel to said East boundary 31.06 feet to the beginning of a curve concave Northeasterly and having a radius of 300.80 feet; thence Southeasterly along the arc of said curve through a central angle of $88^{\circ}47'00''$ an arc distance of 466.11 feet to the end of said curve and the Point of Beginning; said arc being subtended by a chord having a bearing and distance of South $46^{\circ}38'30''$ East, 420.85 feet.

and to construct, operate and maintain an electric distribution line or system or lines or systems on or under the above-described lands and/or in, under, or upon all streets, roads or highways abutting said land; to inspect and make such repairs, changes, alterations, improvements, and additions to its facilities as the Cooperative may from time to time deem advisable, including, by way of example, and not by the way of limitation, the right to increase or decrease the number of conduits, poles, wires, cables, hand holes, transformers, and transformer enclosures; to cut, trim, and control the growth by chemical means, machinery or otherwise of trees that may interfere with or threaten or endanger the operation and maintenance of said line or system; to keep the easement clear of all buildings, structures or other obstructions, except citrus trees, low-growing shrubbery and fences that do not otherwise interfere with the Cooperative's use of the right-of-way easement; and to license, permit or otherwise agree to joint use or occupancy of the lines, system, or, if any of said system is placed underground, of the trench or related underground facilities by any other person, association, or corporation.

The undersigned agree that all poles, wires, and other facilities, including any main service entrance equipment, installed in, upon or under the above-described lands at the Cooperative's expense, shall remain the property of the Cooperative, removable at the option of the Cooperative. The undersigned covenant that they are the owners of the above-described lands and that said lands are free and clear of liens and encumbrances. The grantors reserve the right to use the easement conveyed herewith for ingress and egress, as long as such use does not interfere with the Cooperative's use of the easement conveyed hereunder.

Grantors agree that this right-of-way easement shall run with the land, and that any abandonment of the use of the easement, or interruption in the use of the right-of-way easement, shall not terminate or impair the interests hereby conveyed to the Cooperative.

IN WITNESS WHEREOF, the Grantor hereunto has affixed his hand and seal this 15th day of July, 1980.

BOOK 192 PAGE 1104

Signed, sealed and delivered
in the presence of:

Quane Lee
WITNESS

Mary C. Nemeth
WITNESS

Henry M. Frazee
TOMAHAWK, a Florida Partnership,
not incorporated, by HENRY M.
FRAZEE, Partner

STATE OF FLORIDA)
COUNTY OF ALACHUA) SS:

I HEREBY CERTIFY that on this 15th day of July, 1980,
before me, the undersigned authority, personally appeared HENRY M.
FRAZEE, Partner of TOMAHAWK, a Florida Partnership, not incor-
porated, to me known to be the person described in and who executed
the foregoing instrument and he acknowledged before me that he
executed the same.

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

Quane Lee
NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Jan. 1, 1983

Return To: 75
Charles L. Holden, Jr.
1240 N.W. 11th Avenue
Gainesville, Florida 32601

'80 JUL 18 PM 2:17
CLERK OF CIRCUIT COURT
RECORDS OF PUTNAM COUNTY, FLA.



C 54249