### SCHEDULE "A"

## COVENANTS AND RESTRICTIONS: WIPPLETREE NARROWS

- 1. Any residence placed on lots 1 through 40 shall be single family, modular or double wide units. Each unit shall be new in origin, contain a minimum of 1,000 square feet and have a shingled roof. Exterior to be wood or 40 year lap siding.
  - a. No metal roofs or metal sided units are permitted.
- 2. A site plan must be prepared and submitted to Wippletree management for approval before any modular or double wide is placed on lots 1 through 40, to insure conformity and to maintain the ectatatic beauty and protect the integrity of the project.
- 3. Two types of fences are approved for usage:
  - a. 2 X 6 pressure treated "Ocala style cattle fence" identical to fence on the property at present.
  - b. Chain link fence 48' high with all corners cemented securely to the ground.
- 4. Household pets are limited, "WITHOUT EXCEPTION", to small (lap type dogs) and cats. No large animal of any kind are permitted.
- 5. Mc dividing of lots to accommodate a second home is permitted unless the plan is approved in advance by the Seller, the County Engineer, all residence!s at that time, and there is submitted with the plan of subdivision a drainage plan approved by a certified engineer and unless all other applicable ordinances are complied with.
- 6. All septic tank systems and water systems shall meet the requirements of the Florida State Division of Health.
  - a. All electric systems, "connections to home" are to be underground.
  - b. All surface well pumps and tanks must be covered or housed.
- 7. No outside clothes lines are permitted.
- 8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.
- a. No open storage is permitted, no car repair, no car storage, junk accumulation or unsightliness.
- 9. No structure of a temporary character, including tents, shacks, garages, barns or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently.
  - a. Any structure built on any lot within the boundary of Wippletree Narrows must conform ecstatically to the modular or double wide. More specifically, a garage, storage building, or what have you must be made out of or "sided" and shingled with the same material the modular or double wide is made out of.
- 10. Culverts, driveways and ingress to each lot shall have a minimum culvert of 12" in size, a minimum of 20' in length, be New, and have mitered ends, caped with concrete. "Driveways to have 4" minimum sand clay base". Culverts and caps must meet County-State standards.

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- 11. Each purchaser is required to maintain their property, keep property mowed, free of debris and in a complementary condition at all times regardless of whether they live on the property or not.
- 12. Enforcement shall be by proceedings at law or into equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.
- 13. Invalidation of any of these covenants by Judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.
- 14. Failure of the Seller, his successors or assigns, to properly enforce any of the restrictions or covenants contained herein shall not be deemed a waiver of the right to do so thereafter.
- 15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years, unless an instrument signed by a majority of the then Owners of the lots has been recorded agreeing to change said covenants in whole or in part.
- 16. The Seller reserves the right to modify, change, waive or cancel the above covenants and restrictions upon written request of the Owner.
- 17. We, have read and fully understand the covenants and restrictions thereto as stated above. We are purchasing Lot #, this date and by affixing our signature to this instrument we do formally acknowledge and consent to live by the covenants and restrictions as set forth.

Witness:	Signature	
Witness:	Signature	¥

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Begin at the NE corner of the South & of the SEA of the NWA of BK 0 4 5 1 Begin at the NE corner of the South 1, of the SE1 of the NW1 of KO 45 | PGC 433 Section 26, Tlos, Range 24 East and run N-87°39'21"-W along the South 1077.22 feet; thence S-83°06'09"-W, 82.26 feet; thence N-75°48'50"-W, 600.58 feet; thence N-72°30'56"-W, 534.76 feet; thence N-23°45'50"-W, 552.05; feet; thence S-66°14'10"-W, 66.0 feet; thence S-23°45'50"-E, 524.23 feet; thence S-80°56'09"-W, 112.71 feet; thence S-32°10'19"-E, 58.39 feet thence East, 78.02 feet, thence N-80°56'09"-E, 47.78 feet; thence S-72°30'56"-E, 543.83 feet; thence S-75°48'38"-E, 614.76 feet; thence N-83°06'09"-E, 155.64 feet; thence N-02°29'06"-W, 199.75 feet; thence N-65°40'27"-E, 269.80 feet; thence N-62°28'54"-E, 174.66 feet; thence N-57°37'34"-E, 275.43 feet; thence N-62°28'54"-E, 198.24 feet; thence S-70°42'34"-E, 145.66 feet; thence N-64°01'54"-E, 195.40 feet; thence S-86°10'16"-E, 372.88 feet; thence S-42°30'01"-E, 405.02; thence N-02°05;28"-E, 94.0 feet; thence N-42°30'01"-W, 364.52; thence N-86°10'16"-W, 416.87 feet; thence S-64°01'54"-W, 364.52; thence N-86°10'16"-W, 416.87 feet; thence S-64°01'154"-W, 364.52; thence N-86°10'16"-W, 416.87 403.02; thence N-02-03;20"-L, 94.0-Teet, thence N-42-30-01 -W, 364.52; thence N-86°10'16"-W, 416.87 feet; thence S-64°01'54"-W, 185.44 feet; thence N-70\*42'34"-W, 125.64 feet; thence N-83°33'56"-W, 228.92 feet; thence S-57°37'34"-W, 295.87 feet; thence S-62°28'54"-W, 295.87 feet; thence S-62°28'54"-W, 170.04; thence S-65° 40'27"-W 241.51 feet; thence N-02°29'06"-W, 731.57 feet; thence S-87°39'21"-E, 209.02 feet; thence North Westerly 168.0 feet more or less to the P.O.B.

## MIDDLE SECTION BACK

A Roadway Easement 33 feet each side of the following described centerlines.

(A) Commence at the N.E. corner of the SW4 of the SW4 of Section 36, Township 10 South, Range 24 East and run N-88°23'13"-W, along the North boundary of said 36 and fact to the Point of Reginning: SW4 of SW4, 500.00 feet; thence South, 458.84 feet to the Point of Beginning; thence N-77°35'-W, 2004.69 feet to the end of said easement.

(B) Commence at the N.E. corner of the SW4 of the SW4 of Section 36, Township 10 South, Range 24 East and rum il-oo'23'13"-W, along the North Boundary of said SW3 of SW4 500.0 feet; thence South 458.84 feet; thence N-77°35'-W, 290.79 feet to the P.O.B. thence S-31°32'50"-E, 1088.16 feet; thence S-72°18'18"-E, 48.96 feet to a point West boundary of SE's of SW's of Section 36. said point being the end of said easement.

## ROAD LEGAL FOR GUM CREEK WEST

Commence at the N.W. corner of the  $SW_4$ , of the  $NE_4$  of Section 27, TIOS, R24E and run N-89°44'27"-E along the North boundary of said SW% of NE%, 125.93 feet; thence S-26°19'37"-E, 229.18 feet to the Easterly right of way P.C. of S.R. thence S-26°19'37"-E, 229.18 feet to the Easterly right of way P.C. of S.R. C-315; thence S-32°26'07"-E, along said right of way, 514.55 feet to the P.O.B. thence continue S-32°26'07"-E, 66.0 feet; thence N-57°33'53"-E, 246.49 feet; thence N-89°44'27"-E, 890.23 feet; thence S-32°26'07"-E, 1162.80 feet; thence East, 214.65; thence North, 100.0 feet; thence West 100.0 feet; thence S-01°17'30"-W, 34.0 feet; thence West 79.88 feet; thence N-32°26'07"-W, 1162.98 feet; thence S-89°44'27"-W, 945.71 feet; thence S-57°33'53"-W, 265.52 feet to the P.O.B. Containing 3.9 acres more or less.

#### CIRCLE ROAD

A 33 ft. wide easement and a continuing 66 ft. wide easement for road and utilities over part of Section 26, Township 10 South, Range 24 East, the right of way lines of said easements being described as follows: Commencing at the north west corner of Section 26, run thence South 1 degrees 38'26" West along the West line of said Section 1317.85 ft., thence run South 87 degrees 29'44" East 2724.94 ft. to a point on the Southerly Right of Way line of Sleepy Hollow Drive, and the point of beginning of the Westerly Right of Way line of said 33 ft. easement; thence run South 1 degrees 38'28" West along the west rly line of said easement 651.58 ft. to the terminus of said 33 ft. easement, and the point of beginning of the Southerly Right of Way line of aforementioned 66 ft. easement thence (1) South 56 degrees 24'12" East along said southerly Right of Way line 122.49 ft., thence (2) easterly along the Southerly Right of Way line, being the arc of a curve concave to the North, having a radius of 436 ft., a chord bearing and length of South 67 degrees 06'33" East 287.49 ft., an arc length of 292.97 ft., thence (3) northeasterly along the easterly Right of Way line of easement, being the arc of a curve concave to the northwest, having a radius of 436 ft., a chord bearing and length of North 31 degrees 34'01" East 755.73 ft., and arc length of 914.28 ft., thence (4) N 33 degrees 26'40" West along the Northeasterly Right of Way line 82.86 ft., thence (5) N l degrees 38'26" East along the Easterly Right of Way line 77.98 ft. to the Southerly line of Bleepy Hollow Drive and the

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## BERMAL RESERVE

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- 17. We,

  understand the covenants and restrictions thereto as stated above.

  We are purchasing Lot #, this date and by affixing our signature to this instrument we do formally acknowledge and consent to live by the covenants and restrictions as set forth.

Witness:	Signature	
Witness:	Signature	

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FILED AND RECORDED IN PUBLIC RECORDS OF PUTHAM COUNTY, FL

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