

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

ASHLEY LAKE PLANTATION SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS: That this Declaration of Restrictions and Protective Covenants is made and entered into by HENRY M. FRAZEE, AS TRUSTEE, hereinafter referred to as the "Developer".

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property in Putnam County, Florida, which is more particularly described as:

See attached Exhibit "A", which is by this reference incorporated herein and made a part hereof;

NOW, THEREFORE, the Developer hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and the desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to the Ashley Lake Plantation Property Owner's Association, Inc., its successors and assigns.

Section 2. "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot which is a part of the properties, including contract buyers, but excluding those who have such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association as provided in Article VI.

Section 4. "Common Areas" shall mean all real properties owned by the Association for the common use and enjoyment of the owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Properties, or as same may be modified pursuant to Article V, paragraph 7 hereof.

Section 6. "Member" shall mean and refer to all those owners who are members of the Association as provided in Article III hereof.

Section 7. "Developer" shall mean and refer to HENRY M. FRAZEE, AS TRUSTEE, and his heirs, successors and assigns.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement in and to the Common Areas and the right to ingress and egress over all easements maintained by the Association within the Properties, which rights shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

(a) The rights of the Association to adopt and publish rules and

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regulations governing the use of the Common Areas or Properties owned or maintained by the Association and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the bylaws, his rights of enjoyment to the Common Areas or easements to the members of his family, his tenants, his guests or contract purchasers.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Each owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The owner of each lot shall automatically be a member of the Association, provided, however, that where any lot is owned by more than one person, one of the said owners shall be designated to exercise all of the rights of membership on behalf of the owners of said lot.

Section 3. In the event the record owner of any lot is a corporation or other entity, such entity shall designate one of its officers or representatives as agent to exercise all of the rights of membership on behalf of the owner of said lot.

Section 4. Each lot shall be entitled to one vote at every duly called meeting of the members of the Association, including one vote in electing directors to serve on the Board of Directors of the Association.

Section 5. Notwithstanding any of the provisions hereinabove, or provisions of the charter, bylaws or other rules or regulations of the Association, the Developer shall be entitled to have absolute and complete voting control with respect to the Association until one (1) year from the date of the sale of the first lot, at which time the provisions set forth above shall take effect. Until one (1) year from the date of sale of the first lot, the Developer shall be entitled to elect all directors and officers of the Association.

Section 6. One (1) year after the date of the sale of the first lot, the owners of all lots shall be entitled to elect a new Board of Directors, and all then serving directors shall resign their positions at that time unless re-elected in accordance with the terms hereof, and control of the Board of Directors and the Association shall vest in the majority of Directors duly elected in accordance with the terms hereof.

ARTICLE IV
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each lot owned within the properties, hereby covenants, and each owner of any lot, by acceptance of a deed or agreement for deed therefor, whether or not it shall be so expressed in such instrument, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be charges on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the

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person or entity who was the owner of such property at the time when the assessment fell due.

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Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the owners of the Properties and for the improvement and maintenance of the roads not maintained by Putnam County, Florida (if any), easements and Common Areas situated on the properties, including but not limited to:

(a) Payment of operating expenses of said Association, which shall include payment of insurance premiums on all insurance hereinafter acquired by the Association.

(b) Lighting, improvement and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of directional markers, signs, and traffic control devices.

(c) Management, maintenance, improvement and beautification of all parks, lakes, ponds, buffer strips, access ways and easement areas, recreation areas and facilities.

(d) Doing any other thing necessary or desirable, in the judgment of the said Association, to keep the Properties neat and attractive or to preserve or enhance the value of the properties herein, or to eliminate fire, health or safety hazards, which in the judgment of the Association may be of general benefit to the owners or occupants of lands included in the Development.

(e) Repayment of funds, and interest thereon, borrowed by the Association.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be Thirty-five Dollars (\$35.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at the amount not in excess of the maximum set forth above.

Section 4. Notice and Quorum for any Action Authorized under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3(b) of this Article IV shall be sent to all members not less than 30 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 30 days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Except as may be set

forth in Section 3 above, both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on an annual or more frequent basis.

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Section 6. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the sixth month following the conveyance of the first lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate then permitted under Florida Law. The Association may bring an action at law against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas, easements or roads, or abandonment of his lot.

Section 8. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE V
RESTRICTIVE COVENANTS

1. No permanent dwelling shall be permitted which has a ground floor area, exclusive of open porches or garages, of less than 1,000 square feet. Mobile homes shall be allowed providing they are new (first time set-up) when placed on the lot and meet requirements of paragraph (1)(a) below. Prior to construction or set-up of any dwelling or mobile home, the owner must receive written authorization of compliance from the Board of Directors of the Association. Failure of the Board to respond within thirty (30) days of a written request for approval shall be deemed to be an approval.

(a) Any manufactured housing, or materials used in construction, shall be of new material, and all construction must be completed within a reasonable period of time. Any such manufactured housing must be brand new, first-time set up, and will be allowed only in the event they are constructed with wooden or lapped siding (non-metallic in appearance) and asphalt shingles (non-metallic in appearance), permanent front steps, attractive skirting of any exposed areas between the base of any such structure and the surface of the ground; and the removal of any tongues, wheels, axles, etc. which may have been a part of such manufactured housing prior to its permanent erection on any of the Lots. The total minimum enclosed and heated square footage of living space of homes shall be 1,000 square feet, with a minimum width of 24 feet.

2. No trade or business, nor any noxious or offensive activity, shall be carried on upon the herein described lots which is or may

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become an annoyance or nuisance to the neighboring property owners. Provided, however, that this shall not prohibit the operation and maintenance by the Developer or his agent of a sales office and model center facilities used in connection with the sale of homes and/or lots described herein.

3. Trash, junk, garbage and abandoned automobiles shall be removed by the Association from any lot at the expense of the owner, if such is not removed by the owner within thirty days of receipt of written notice from the Association, mailed to the owner by certified or registered mail.

4. Travel trailers, campers, motor homes and tents shall not be permitted to remain on any lot longer than 90 days per year. Any camping must be done in a neat, orderly and safe manner, so as not to create a nuisance or annoyance to the neighbors. Any owner with a permanent dwelling on his lot will be allowed to maintain or park a travel trailer or motor home on his lot. No camping shall be permitted on any lot after December 31, 1986.

5. No animals, livestock or poultry or any kind shall be raised, bred or kept on any lot; however, dogs, cats, horses or household pets may be kept on a lot, provided they are not kept for breeding or maintained for any commercial purpose, and provided further that it is the responsibility of each owner to keep said pet upon his property and to not allow it to become a nuisance or annoyance to any property owners in the subdivision.

6. No hunting or discharge of firearms shall be permitted upon any lot within the subdivision, nor upon any roads or common areas therein.

7. No lot or lots may be further subdivided if the effect thereof would be to increase the total number of lots in the subdivision to a number which would be equal to or greater than the number which is the presumptive threshold for developments of regional impact pursuant to Chapter 380, Florida Statutes, and Chapter 27F-2, Florida Administrative Code, as they may be amended from time to time. (The presumptive threshold at this time is 250.) However, this shall not be interpreted so as to prohibit the relocation of lot boundary lines, or to prohibit the resubdividing of lots, where the effect thereof would not violate the prohibition of the preceding sentence. Not more than one residential dwelling shall be permitted on any lot. In the event a platted lot is resubdivided, or the boundaries thereof are relocated, pursuant to and in accordance with the provisions of this paragraph, then in this event the owner of the lot which is being resubdivided, or the boundaries of which are being relocated, may specify in the instrument of conveyance whether the right to construct a dwelling upon said lot shall apply to the unconveyed portion and shall remain with the grantor, or whether it shall be transferred to the grantee. In the event the grantor fails to so specify, it shall be conclusively presumed that the right to construct a dwelling on said lot remained with the grantor, and that no rights in connection therewith were transferred to the grantee.

8. In the event of a violation or breach of any of these restrictions by any person, the Developer, the Association, or any owner of a lot covered by these restrictions, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or prevent the violation or breach of any of them. In addition to the foregoing right, the Association shall have the right, whenever 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, abatement or removal shall not be deemed a trespass. The failure to enforce any right, restriction or condition contained

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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 any breach occurring prior to or subsequent thereto, and shall not bar or affect its enforcement.

9. The Developer forever reserves the right without notice to grant to any public utility, public body or the Association a 15 foot wide easement for utilities and drainage across each lot along and adjacent to every lot line.

10. No more than one (1) dock may be constructed for each lakefront lot. No boathouses or above-dock structures shall be permitted. Docks shall not be constructed which are greater than 250 square feet in area, or which extend more than 20 feet into the water. All plans for docks must be approved by the Association for compliance with the preceding provisions prior to construction being commenced. Failure of the Association to respond within 30 days of receipt of a written request for approval shall be deemed to be an approval.

11. No construction of septic tanks or other improvements shall be permitted within 100 feet of the mean high water level of lakes, with the exception of docks and patios which have received the Association's approval.

12. Trees having a diameter of six (6) inches or larger, measured one (1) foot above ground level, may not be cut without the prior written consent of the Developer, unless such trees are diseased, pose a danger to any structure located on the lot, or need to be removed for the initial construction of approved structures or improvements on a lot.

13. All boats on Ashley Lake shall be limited to the use of motors having no greater than 10 horsepower.

14. Prior to the posting of any signs on individuals lots, the lot owner must receive written authorization from the Developer or the Association, which shall be obligated to respond within 30 days of said request. Failure of the lot owner to obtain said authorization shall be deemed a material violation of these restrictions and a deviation from the terms hereunder. This requirement shall include (but shall not be limited to) any "FOR SALE" signs.

ARTICLE VI
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Putnam County, Florida and has been hereinbefore described in the "WHEREAS" provision on the first page hereof, and is by this reference incorporated herein.

Section 2. Additions to Existing Property. Additional land may become subject to this Declaration by recordation of additional or supplemental declarations containing essentially the same substance as the instant Declaration, in the sole discretion of the Developer. Any subsequent or supplemental Declaration of Restrictions and Protective Covenants shall interlock all rights of members to the Association to the end that all rights resulting to members of the Association shall be uniform as between all lands or properties covered hereby.

Section 3. General Provisions Regarding Additional Property. In the event additional property is added to the terms and provisions of this Declaration of Restrictions and Protective Covenants, no addition shall revoke or diminish the rights of the owners of the properties to the utilization of the Common Areas and easements as established hereunder, except to grant to the owners of the properties being added the right to use the common areas and easements as

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established hereunder.

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ARTICLE VII
AMENDMENT BY DEVELOPER

The Developer reserves and shall have the sole and exclusive right without notice to amend these Covenants and Restrictions for the limited purpose of curing any scrivener's error, ambiguity in or inconsistencies between the provisions contained herein.

ARTICLE VIII
ADDITIONAL COVENANTS AND RESTRICTIONS

No property owner, without the prior written approval of the Developer and the Association, may impose any additional covenants or restrictions on the properties or any additions thereto as may hereinafter be made pursuant to Article VI hereof.

ARTICLE IX
GENERAL PROVISIONS

Section 1. Enforcement. The Association or any owner shall have the right to enforce by any proceedings at law, or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded in the public records, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the owners, and thereafter, by an instrument signed by not less than seventy-five percent (75%) of the owners. Any amendment must be recorded.

ARTICLE X
DRIVEWAY CULVERTS

The installation, repair, purchase and maintenance of driveway culverts, if any are used, shall be the responsibility of the lot owner, who must obtain a permit for the installation of same from appropriate authorities of Putnam County, Florida.

ARTICLE XI
SWALES

In conjunction with the permitting of and prior to occupancy of any residential dwelling, a swale in the shape of a "V" five feet wide at the top and one foot deep (which may meander around trees if desired) shall be constructed by the property owner along the downhill property lines (inside of the lot line) for the following lots:

<u>Block</u>	<u>Lots</u>
R	1 and 2
S	2 and 3
T	3 - 7

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On Block Q, Lots 1-4, the ~~same~~ shall be constructed within 50 feet and North of the rear set back line.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, executed this Declaration this 23 day of August, 1984.

WITNESSES:

David A Zill

Sherry Lynn Ritter

Henry M. Frazee
HENRY M. FRAZEE, AS Trustee

STATE OF FLORIDA
COUNTY OF ALACHUA

BEFORE ME, the undersigned authority, an officer duly authorized to take acknowledgements in the State and County last aforesaid, personally appeared HENRY M. FRAZEE, AS TRUSTEE, who executed the foregoing instrument and acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and seal this 23 day of August, 1984.

Sherry Lynn Ritter

Notary Public
State of Florida at Large
My Commission Expires June 30 1986
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JUNE 30 1986
BONDED THRU GENERAL INS. UNDERWRITERS

Prepared By:
STEPHEN A. SCOTT, ESQUIRE
Post Office Box 2218
Gainesville, Florida 32602



~~0-2-6-3-9-2~~

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RECORDS OF PUTNAM COUNTY, FL
1984 AUG 23 PM 1:10
[Signature]

LEGAL DESCRIPTION

~~SECTION 17, TOWNSHIP 9 SOUTH, RANGE 23 EAST~~ THE SOUTH 1/2 OF SECTION 17, TOWNSHIP 9 SOUTH, RANGE 23 EAST LESS AND EXCEPT THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION, AND A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 9 SOUTH, RANGE 23 EAST, PUTNAM COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 17, TOWNSHIP 9 SOUTH, RANGE 23 EAST, AND RUN THENCE S. 89° 46' 27" E. ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 403.67 FEET TO A CONCRETE MONUMENT, WHICH MONUMENT IS THE MOST SOUTHEASTERLY CORNER OF THOSE CERTAIN LANDS DESCRIBED IN O.R. BOOK 358, PAGE 5B, ET SEQ., OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA; WHICH CONCRETE MONUMENT IS ALSO THE POINT OF BEGINNING FOR THE PARCEL HEREIN DESCRIBED. FROM THIS POINT OF BEGINNING, RUN THENCE N. 53° 56' 45" W. A DISTANCE OF 419.25 FEET MORE OR LESS TO A CONCRETE MONUMENT LOCATED IN THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 26; THENCE RUN IN A NORTHEASTERLY DIRECTION ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 8026 FEET MORE OR LESS TO A CONCRETE MONUMENT LOCATED AT THE MOST WESTERLY CORNER OF THOSE CERTAIN LANDS DESCRIBED IN O.R. BOOK 326, PAGE 1811 OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA; THENCE RUN S. 53° 56' 45" E. ALONG THE SOUTHWESTERLY BOUNDARY LINE OF SAID LANDS DESCRIBED IN O.R. BOOK 326, PAGE 1811, A DISTANCE OF 449.03 FEET MORE OR LESS TO A CONCRETE MONUMENT LOCATED ON THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 17, AND WHICH CONCRETE MONUMENT ALSO IS THE MOST SOUTHERLY CORNER OF THOSE CERTAIN LANDS DESCRIBED IN O.R. BOOK 326, PAGE 1811 OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA. FROM SAID CONCRETE MONUMENT, RUN THENCE N. 69° 28' 18" W. ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 17, A DISTANCE OF 102.44 FEET MORE OR LESS TO THE POINT OF BEGINNING FOR THE PARCEL HEREIN DESCRIBED.

~~SECTION 18, TOWNSHIP 9 SOUTH, RANGE 23 EAST~~ THE EAST 1/2 OF THE EAST 1/2 OF GOVERNMENT LOT 11; AND ALL OF GOVERNMENT LOT 20 OF SECTION 18, TOWNSHIP 9 SOUTH, RANGE 23 EAST, PUTNAM COUNTY, FLORIDA.

~~SECTION 19, TOWNSHIP 9 SOUTH, RANGE 23 EAST~~ ALL OF GOVERNMENT LOTS 1, 10, AND 11; THAT PORTION OF GOVERNMENT LOT 20 LYING NORTH OF STONIA CREEK; THOSE PORTIONS OF GOVERNMENT LOTS 9 AND 12 LYING EASTERLY AND NORTHEASTERLY OF THE CENTER-LINE OF THE FLORIDA POWER AND LIGHT COMPANY RIGHT-OF-WAY; THAT PORTION OF GOVERNMENT LOT 19 LYING EASTERLY OF THE CENTERLINE OF SAID FLORIDA POWER AND LIGHT COMPANY RIGHT-OF-WAY AND NORTHERLY OF THE CENTERLINE OF MILL CREEK; AND THE EAST 1/2 AND THE SOUTHWEST 1/4 OF GOVERNMENT LOT 2 OF SECTION 19, TOWNSHIP 9 SOUTH, RANGE 23 EAST, PUTNAM COUNTY, FLORIDA.

~~SECTION 20, TOWNSHIP 9 SOUTH, RANGE 23 EAST~~ THE NORTHWEST 1/4 OF THE NORTHWEST 1/4; THE NORTH 3/4 OF THE NORTHEAST 1/4; AND THE NORTH S ACRES OF GOVERNMENT LOT 1 OF SECTION 20, TOWNSHIP 9 SOUTH, RANGE 23 EAST, PUTNAM COUNTY, FLORIDA.

CONTAINING ~~293.18~~ ACRES MORE OR LESS.

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EXHIBIT 100-100-100

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FIRST AMENDMENT TO
DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR ASHLEY LAKE PLANTATION SUBDIVISION

WHEREAS, HENRY M. FRAZEE, as Trustee, hereinafter referred to as the "DEVELOPER", did file an instrument entitled "Declaration of Restrictions and Protective Covenants for Ashley Lake Plantation Subdivision" dated August 23, 1984 at Official Records Book 456, Page 1120 of the Public Records of Putnam County, Florida, hereinafter referred to as the "DECLARATION", to make, declare and impose upon the lands described therein certain conditions, restrictions, limitations and easements, and

WHEREAS, ARTICLE IX (GENERAL PROVISIONS), Section 3 (Amendment) provides a procedure for amending the DECLARATION by an instrument signed by the owners of not less than ninety percent (90%) of the lots of the subdivision, and

WHEREAS, the DEVELOPER is presently the owner of more than ninety percent (90%) of the lots in the subdivision, and

WHEREAS, the DEVELOPER desires to amend the DECLARATION as set forth hereinbelow,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that that certain

Declaration of Restrictions and Protective Covenants of Ashley Lake Plantation Subdivision dated August 23, 1984 and recorded at Official Records Book 456, Page 1120 of the Public Records of Putnam County, Florida is hereby amended as follows:

1. ARTICLE V (RESTRICTIVE COVENANTS), (Section 1) is hereby amended to read as follows:

"1. (a) No permanent dwelling (other than mobile homes) shall be permitted which has a ground floor area, exclusive of open porches or garages, of less than eight hundred (800) square feet. Prior to the construction of any dwelling, the owner must receive written authorization of compliance from

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the Board of Directors of the Association. Failure of the Board to respond within thirty (30) days of a written request for approval shall be deemed to be an approval. Mobile homes shall not be allowed or permitted on the following lots: any lot which fronts on Ashley Lake Drive (except for Lot 2, Block "E"); Lots 12, 13, 36, 37, 38, 39 and 40, Block "B"; all lots in Block "C"; Lots 8, 9 and 10, Block "D"; Lot 1, Block "E"; and all lots in Block "G".

"(b) No mobile home shall be permitted which has a ground floor area, exclusive of open porches or garages, of less than six hundred seventy-two (672) square feet. Mobile homes shall be allowed provided that they are new (first time set-up) when placed on the lot and meet the requirements of paragraph (1)(c) below. Prior to the construction or set-up of any mobile home, the owner must receive written authorization of compliance from the Board of Directors of the Association. Failure of the Board to respond within thirty (30) days of a written request for approval shall be deemed to be an approval.

(c) Any manufactured housing, and all materials used in construction, shall be of new material, and all construction must be completed within a reasonable period of time. Any manufactured housing must be brand new, first-time set-up, and will be allowed only in the event they are constructed with wooden or lapped siding (non-metallic in appearance) and asphalt shingles (non-metallic in appearance), permanent front steps, attractive skirting of any exposed areas between the base of any such structure and the surface of the ground, and the removal of any tongues, wheels, axles, etc. which may have been a part of such

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manufactured housing prior to its permanent erection on any of the lots."

2. The provisions of this Amendment shall not apply to lots which have been conveyed by the DEVELOPER to third party purchasers by deeds dated prior to the recording of this instrument, unless said third party purchaser elects to be so bound by a written instrument signed by him and recorded in the Public Records of Putnam County, Florida.

3. All of the terms, provisions and conditions contained in the DECLARATION, except as may be expressly amended herein, are hereby ratified and confirmed and are incorporated herein by this reference, to the same extent and effect as if those same provisions, terms and conditions were set forth herein in their entirety.

IN WITNESS WHEREOF, the undersigned, being the DEVELOPER herein, has executed this instrument on this 8th day of February, 1985 at Gainesville, Alachua County, Florida.

Witnesses:

Debra A. Thoney
[Signature]

[Signature]
HENRY M. FRAZEE, As Trustee

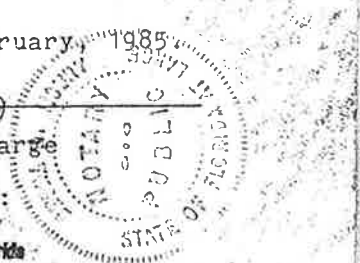


STATE OF FLORIDA
COUNTY OF ALACHUA

BEFORE ME, the undersigned authority, an officer duly authorized to take acknowledgments in the State and County last aforesaid, personally appeared HENRY M. FRAZEE, As Trustee, who executed the foregoing instrument and acknowledged executed the same in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and seal this 8th day of February, 1985

Debra A. Thoney
Notary Public
State of Florida at Large
(SEAL)
My Commission Expires:



NOTARY PUBLIC, State of Florida
My Commission Expires Oct. 20, 1986
Bonded Thru General Insurance Und.

Prepared by:

Stephen A. Scott, Esquire
P. O. Box 2218
Gainesville, FL 32602
904/378-3056

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FEB 13 1985

DO NOT WRITE ABOVE THIS LINE RESERVED FOR RECORDING USE ONLY

**AMENDMENT
TO
DECLARATION OF RESTRICTIONS AND
PROTECTIVE COVENANTS
ASHLEY LAKE PLANTATION SUBDIVISION**

This instrument is made by Ashley Lake Plantation Property Owner's Association, Inc., pursuant to Article IX, Section 3 of the Declaration for Ashley Lake Plantation.

WITNESSETH:

WHEREAS, Article IX, Section 3 of the Declaration of Restrictions and Protective Covenants for Ashley Lake Plantation Subdivision recorded in Official Records Book 456, page 1120 et. seq. in the Public Records of Putnam County, Florida, ("Declaration"), provides that the Declaration may be amended by the affirmative vote of at least 90% of the owners; and

WHEREAS, at least 90% of the Owners have affirmatively voted to amend the Declaration as stated below; and

WHEREAS, this amendment was approved in December 1984 but evidence was never recorded; and

WHEREAS, this amendment is being recorded to evidence the effective date of the amendment.

FL= 344136 B 758 P 119
REC NO. 0823265504

NOW, THEREFORE, the Ashley Lake Plantation Property Owner's Association, Inc. hereby amends the Declaration as follows:

1. Article V, Section 13 is hereby amended to read as follows:

"All boats on Ashley Lake shall be limited to the use of motors having no greater than 10 horsepower. All boats must be electric only and gasoline motors are prohibited."

2. The effective date of this amendment shall be retroactive to December 1, 1984.

IN WITNESS WHEREOF, the undersigned president and secretary of Ashley Lake Plantation ^{PROPERTY} Owner's Association, Inc. have hereunto set their hand and seal this 18th day of July, 1998.

Signed, sealed and delivered in our presence as witnesses:

ASHLEY LAKE PLANTATION OWNERS ASSOCIATION, INC., a Florida Corporation

Edith H. Francis
Witness #1 Sign Above
Print Name Below:
Edith H. Francis

By: [Signature] Pres.

[Signature]
Witness #2 Sign Above
Print Name Below:
[Signature]

ATTEST: Clara E. Nordstedt

Clara E. Nordstedt
Witness #3 Sign Above
Print Name Below :
CLARA E. NORDSTEDT

Richard R. Canaday
Witness # 4 Sign Above
Print Name Below :
RICHARD R. CANADAY

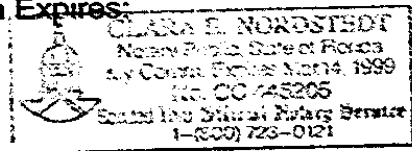
STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 18th day of July, 1998, by SANDRA CARRION, Edith FRANCIS, JOE ATTAWAY AND RICHARD R. CANADAY as President and Secretary of ASHLEY LAKE PLANTATION OWNERS ASSOCIATION, INC., a Florida corporation, on behalf of said corporation. Such person(s):

- is/are personally known to me.
- produced a current Florida Driver's license as identification.
- produced _____ as identification.

Clara E Nordstedt
Print Name: CLARA E. NORDSTEDT
Notary Public, State of Florida
My Commission Expires:
Serial Number:

(SEAL)



STATE OF FLORIDA
COUNTY OF ALACHUA

The Foregoing instrument was acknowledged before me this 21st day of July, 1998, by CLARA E. NORDSTEDT as Treasurer of ASHLEY LAKE PLANTATION PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, on behalf of said corporation. Such person:

- is/~~are~~ personally known to me.
- produced a current Florida Driver's license as identification.
- produced _____ as identification.

Kathy Cowart
Print Name: KATHY COWART
Notary Public, State of Florida
My Commission Expires:
Serial Number:



EDWARD L. BROOKS CLERK
CO: PUTNAM ST: FL

FILED AND RECORDED
DATE 08/20/1998 TM 14:23

Prepared By a Notary:
Ashley Lake Plantation
Sandra Carrion
P.O. Box 1053
Melrose, FL 32666

