

COVENANTS AND RESTRICTIONS

O.P. 490 PAGE 637

WHEREAS, EDWARD L. TONEY, (hereinafter referred to as "Developer") is the Owner and Developer of Parcels 1 through 11 as shown on Exhibit "A" attached hereto and by reference made a part hereof, and;

WHEREAS, said Developer is desirous of placing certain covenants and restrictions upon the use of all of the land described on Exhibit "A" attached hereto, and is desirous that these covenants and restrictions shall run with the title to all of said lands, and;

WHEREAS, EDWARD L. TONEY is the Developer of all of the lands attached hereto, described on Exhibit "A" and made a part hereof;

NOW, THEREFORE, the Developer, for himself and his successors and assigns, does hereby restrict the use, as provided herein, of all the lands described on Exhibit "A", all of said lands being hereinafter referred to as "said lands" and the Developer does hereby place upon said lands the following covenants and restrictions, to run with the title to said lands and the grantee of any deed conveying any parcel or parcels of said lands as described on Exhibit "A" or any parts or portions thereof, shall be deemed by the acceptance of such deed to have agreed to all such covenants and restrictions and to have covenanted and agreed to comply with and be bound by all such covenants and restrictions as follows:

1. BUILDING PLOT

FOR RELEASE OF THIS MORTGAGE SEE
OFFICIAL RECORD BOOK 533 PAGE 621 THIS 10
DAY OF July 1979 Any Clerk

The term "building plot" shall refer to all or parts of any parcel of land described on said Exhibit "A" and may consist of one or more contiguous parcels of land, all or part of one parcel of land or parcels of land, or any other combination of contiguous parcels of land which will form an integral unit of land suitable for use as a residential building site; PROVIDED, HOWEVER, that no building plot shall have an area less than the smallest parcel of land described on said Exhibit "A".

2. SINGLE FAMILY RESIDENCE ONLY: TWO STORIES LIMIT

Except as herein and otherwise provided, no structure shall be erected, altered or permitted to remain on any building plot other than one single family residence. Without the approval of Developer the height of the main residence on each building plot shall be not more than two (2) full stories above the normal surface of the ground. No building situate on any building plot shall be rented or leased separately from the rental or lease of the entire property. Nothing herein contained shall be construed to prevent Developer to use any building plot for a right of way for road purposes or easements in which event none of the covenants and restrictions herein shall apply.

3. MOTORISTS' VISION TO REMAIN UNOBSTRUCTED

The Developer shall have the right, but no obligation to remove, or require the removal of any fence, wall, hedge, shrub, bush, tree, or other thing, natural or artificial, placed or located on any building plot, if the location of same will, in the sole judgment and opinion of the Developer, obstruct the vision of the motorist upon any of the streets.

4. MINIMUM SQUARE FOOTAGE FOR ANY PRINCIPAL RESIDENCE

No principal residence shall be erected or allowed to remain on any lot unless the square footage area thereof, exclusive of screened

porches, garages and storage rooms, shall equal or exceed 2200 square feet. The maximum lot coverage by all buildings and structures shall not exceed thirty five (35%) percent of the total square footage of any lot. No principal residence or outbuilding on any of the lots covered by these Covenants and Restrictions shall have as a final finish of the exterior structure exposed concrete block, nor shall the use of Norwegian Brick be permitted as a final finish for the exterior of the principal residence. The principal structures and outbuildings may be constructed of concrete block, however, but must be covered by a material approved by the Developers, such as stucco. No principal residence with an attached or detached garage shall have the garage door facing the street upon which the principal residence faces. All roof pitches of the principal residences erected on the building plots shall have a minimum of 5 feet x 12 feet pitch.

5. SET BACK FOR RESIDENTIAL STRUCTURES

No residential structure shall be located on any residential building plot, including attached garage or carport:

- (a) nearer than 40 feet to the front building plot line
- (b) nearer than 25 feet to any side street line
- (c) nearer than 25 feet to the rear building plot line
- (d) nearer than 10 feet to any side building plot line

The distance between adjacent dwellings shall not be less than 20 feet.

6. OTHER STRUCTURES:

The following buildings, structures and objects may be erected and maintained on the building plots only if the same are located wholly within the rear yard of the main dwelling, and at least seventy five (75) feet from the front building plot line and at least twenty five feet (25) away from any side street building plot lines and at least ten feet (10) from the rear building plot line: pens, yards and houses for pets, above ground storage of construction materials, wood, coal, oil and other fuels, clothes racks, lines, washing and drying equipment, laundry rooms, tool and workshops, servants quarters, garbage and trash cans, detached garages, hothouses, greenhouses, guest houses, bathhouses, children's playhouses, summerhouses, outdoor fireplaces, barbecue pits, swimming pools or installation in connection therewith, or any other structure or objects of any unsightly nature or appearance. Each such object shall be obstructed from view from the outside of the building plot.

7. FENCES.

Hedges, fences or walls may not be built or maintained on any portion of any lot except on the rear or interior of said building plot lines and no closer to the front of the building plot than the front line of the main residence; nor closer than twenty five (25) feet to a side street, when the residence is situate on a corner building plot. No fence or wall shall be erected nor hedge maintained higher than six (6) feet from the normal surface of the ground. Other than a chain link fence, no fence or wall shall be erected until the quality, style, color and design shall have been first approved by the Developer or its duly appointed representative.

8. ALL STRUCTURES TO BE APPROVED BY DEVELOPER

For the purpose of further insuring the development of said land as a residential area of highest quality and standards, and in order that all improvements on each building plot shall present an attractive and pleasing appearance from all sides of view, the Developer reserves the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each building plot in the manner and to the extent set forth herein. No residence or other building, and no building, no fence, wall, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any building plot, nor shall any additions to or exterior change or alteration thereto be made, unless and until building plans and specifications covering same, showing the nature, kind, shape, height, size, materials, floor plans, location and orientation on the building plot and approximate square footage, construction schedule and further all such other information as the Developer shall require, have been submitted to and approved by the Developer in writing. The Developer shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and building plot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the Developer of said land or contiguous lands. In passing upon such building plans and specifications and building plot grading and landscaping plans, the Developer may take into consideration the suitability and desirability of proposed constructions and materials of which it is proposed to erect the same, and quality of the proposed workmanship and materials proposed to be used as the Developer shall specify or require. In the event Developer fails to approve or disapprove any such building plans, specifications and building plot grading and landscaping plans within ten (10) days after said plans have been submitted to the Developer in writing, such approval will not be required and this covenant will be deemed to have been complied with.

9. NO PARKING OF VEHICLES, BOATS, ETC.

No wheeled vehicles of any kind, boats or any other offensive objects may be kept or parked between the paved road and the residential structures, except on that portion of the residential lot which is paved for vehicular traffic. They may also be kept completely in the rear of the main residence provided that they do not in any way obstruct or prohibit the use and right of the residential lot for the remaining residents. They may be so kept if completely inside a garage attached to the main residence or kept on any building plot, except self-propelled recreational mobile trailers or camping trailers.

10. WINDOW AIR CONDITIONERS

Unless the prior approval of the Developer has been obtained, no window air conditioning units shall be installed in any side of a building which faces a street.

11. COMPLETION OF COMMENCED CONSTRUCTION

When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously, until the full completion thereof. The main residence and all related structures shown on the plans and specifications approved by the Developer must be completed within twelve (12) months after the start unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities. Prior to completion of construction, the property owner shall install at his

expense a suitable paved driveway from the paved portion of the abutting street to his garage entrance. During the construction of any lot, all vehicles involved in such construction, including those delivering materials and supplies (except those trucks large or heavy enough to damage said driveways) shall enter upon such lot from the street only at this location. Such vehicles shall not be parked at any time on the street or upon the property other than the lot on which the construction is proceeding.

12. NO PICNIC AREAS PRIOR TO CONSTRUCTION

No picnic areas and no detached outbuildings shall be erected or permitted to remain on any lot prior to the start of construction of a permanent residence thereof.

13. NO SHEDS, SHACKS OR TRAILERS

No shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any lot. However, this paragraph shall not prevent the use of any other building during the period of actual construction of the main residence and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction. Likewise, any contractor or sales person may maintain a trailer or portable construction shack of attractive design on any lot used in connection with the construction or sale of houses being built in this subdivision for no longer than twelve (12) months.

14. SIZE OF SIGNS

No sign of any character shall be displayed or placed upon any building plot except "FOR RENT" or "FOR SALE" which such signs may refer only to the particular premises on which displayed, and shall be of material, size, height, and design specified by the Developer. The Developer may enter upon any building plot and summarily remove any signs which do not meet the provisions of this paragraph.

15. COMMERCIAL SIGNS

Nothing contained in these covenants and restrictions shall prevent the Developer or any person designated by the Developer from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses and other structures as the Developer may deem advisable for development purposes.

16. RESIDING ONLY IN RESIDENCE.

No trailer, basement, garage, or any outbuilding of any kind other than a guest house or servants' quarters, even if otherwise permitted hereunder to be or remain on a lot, shall be at any time used as a residence either temporarily or permanently.

17. MAIL BOXES

No mail box or paper box or any other receptacle of any kind for the use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any building plot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Developer.

18. PETS

No more than two dogs, or two cats, or four birds (excluding parrots) or four rabbits may be kept on a single building plot for the

pleasure and use of the occupants, but not for any commercial or breeding use or purpose. If, in the sole opinion of the Developer, the animal or animals become dangerous or any annoyance or nuisance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept on the building plot. Birds and rabbits shall be kept caged at all times.

19. NO OFFENSIVE ACTIVITIES

No illegal, noxious or offensive activity shall be permitted or carried on on any part of said land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, debris, waste materials, or other refuse shall be deposited or allowed to accumulate or remain on any part of said lands, or any land or lands contiguous thereto. No fires for burning of trash, leaves, clippings or other debris or refuse shall be permitted to be on any part of said land or road right-of ways.

20. AERIALS AND ANTENNAS

The Developer shall permit construction and erection of Citizen's Band Antennas or other antenna in conjunction with the quiet enjoyment of the principal resident on the property, provided, however, that said construction and erection of Citizens Band or television antennas in no way interferes with the adjacent property owner's use of his own lands. Said interference in violation of this covenant shall be determined by the sole discretion of the Developer.

21. UTILITY EASEMENTS ON SIDE AND REAR OF BUILDING PLOTS

The Developer, for itself and its successors and assigns, hereby reserves and is given a perpetual, alienable, and releaseable easement, privilege and right on, over and under the ground to erect, maintain and use electric and telephone wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers and other suitable equipment for drainage and purposes of installation, maintenance, transmission and use of electricity, gas, telephone, lighting, heating, drainage and other conveniences or utilities on, in, over and under all of the easements, and on, in over and under a five (5) foot strip at the back of each building plot, and on, in over and under a five (5) foot strip along the interior side lot lines of each building plot. The Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in the paragraph. The owners of the building plot, subject to the privileges, rights and easements referred to in this paragraph shall acquire no right, title or interest in or to any wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property which is subject to said privileges, rights and easements.

All such easements are and shall remain private easements and the sole and exclusive property of the Developer and its successors and assigns. In the event that any building plot in this plat is subdivided, then the side building plot line will be deemed to have been moved according to its new dimensions and the former five (5) foot side line easement, as well as the side line restriction in paragraph 5 will thus be deemed to have been eliminated and the five (5) foot easements, as well as the side line restrictions in paragraph 5, will be deemed to follow on each side of the new building plots thus created.

22. WELL LIMITATION; WATER SUPPLY

No individual water system or well of any type shall be maintained, drilled or permitted on any building plot covered by

these covenants and restrictions. The central water supply system operated by Kingsley Service Company, A Florida Corporation, its successors or assigns, shall be used as the sole source of water for all purposes on each building plot (including, but not limited to any water for all water spigots and outlets located within and without all buildings, swimming pools or other exterior uses), provided, however, nothing herein contained shall prohibit the Developer or its successors from installing a well for purposes of heating, air conditioning or irrigation, so long as said well for heating, air conditioning or irrigation does not violate the contract between Kingsley Service Company and the Developer and its successors. Each building plot owner, at his expense, shall connect his water lines to the water distribution main provided to serve that owner's building plot and shall pay the connection charges (if any) and water meter charges established or approved by the Developer. After such connection, each building plot owner shall pay when due the periodic charges or rates for the furnishing of water made by the supplier thereof.

23. SEWAGE DISPOSAL

All building plots described in Exhibit "A" are subject to the rules and regulations and ordinances for the installation of individual sewerage treatment facilities, i.e. septic tanks. Each owner of each building plot shall be responsible for obtaining from the appropriate governmental authorities a septic tank permit for the installation and use of said sewerage facility.

24. ACCESS

The Developer hereby reserves for the purpose of ingress and egress, an easement as described in Exhibit "B" attached hereto and by reference incorporated herein and made a part hereof. Said easement shall be for the purpose of providing ingress and egress to each of the individual building plots described on Exhibit "A" attached hereto to Doctors Lake Drive. The Developer shall be responsible for maintaining said easement until such time as all eleven parcels described in Exhibit "A" attached hereto have been conveyed to individual home owners. At the time all parcels are conveyed to individual home owners, said individual home owners shall be responsible for maintaining that portion of said easement lying within their parcels and in no way shall hinder any other property owner from enjoying the benefits of said easement. Said easement shall run with the land for purposes of ingress and egress to Doctors Lake Drive and shall be for the benefit and use of all public service vehicles to provide economic services to the individual property owners.

25. DEVELOPER MAY CORRECT VIOLATIONS

Wherever there shall have been built or there shall exist on any building plot any structure, building, thing or condition which is in violation of these covenants and restrictions, the Developer shall have the right, but no obligation, to enter upon the property where such violation exists and summarily to abate, correct or remove the same all at the expense of the owners of the property, which expense shall be payable by such owner to the Developer on demand, and such entry and abatement, correction or removal shall not be deemed a trespass or make the Developer liable in anywise for any damages on account thereof.

26. APPROVAL OF DEVELOPER

Wherever in these covenants and restrictions the consent or approval of the Developer is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the Developer. In the event that the

Developer fails to act on any such written request within thirty (30) days after the same has been submitted to the Developer as required above, the consent or approval of the Developer to the particular action sought in such written request shall be presumed; however, no action, except as referred to in paragraph 8 supra, shall be taken by or on behalf of the person or persons submitting such written request which violates any of the covenants and restrictions herein contained.

27. DEVELOPER MAY DESIGNATE A SUBSTITUTE.

The Developer shall have the sole and exclusive right, at any time, from time to time, to transfer and assign to, and to withdraw from such person, firm or corporation, as it shall elect, any or all rights, powers, privileges, authorities and reservations given to or reserved by the Developer by any part or paragraph of these covenants and restrictions or under the provision of said plat. If, at any time hereafter, there shall be no person, firm or corporation entitled to exercise the rights, powers, privileges, authorities and reservations given to or reserved by the Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the owners of a majority of the lots. Nothing contained herein, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in said committee except in the event aforesaid.

28. AMENDMENTS OR ADDITIONAL RESTRICTIONS

The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained, (b) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (c) to include in any contract or deed or other instrument hereafter made, any additional covenants and restrictions applicable to the land which do not lower the standards of the covenants and restrictions herein contained, PROVIDED, HOWEVER, that any amendments or additions to these covenants and restrictions shall be subject to approval by the United States Department of Housing and Urban Development or Veterans Administration, and (d) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereof) if the Developer in its sole judgment, determines such violation to be a minor insubstantial violation.

29. AMENDMENT OF RESTRICTION WITH CONSENT OF OWNERS

In addition to the rights of the Developer provided for in paragraph 28 hereof, the Developer reserves and shall have the right, with the consent of the persons then owning seventy five percent or more of the building plots, to amend or alter these covenants and restrictions and any parts thereof in any other respect.

30. ADDITIONAL RESTRICTIONS BY INDIVIDUAL OWNERS

No property owner, without the prior written consent and approval of the Developer, may impose any additional covenants and restrictions on any part of the land shown on the plat of this subdivision.

31. RESTRICTIONS EFFECTIVE PERIOD.

The covenants and restrictions numbered 1 through 30 as amended and added to from time to time as provided for herein, shall be subject to the provisions hereof and unless released as herein

provided, be deemed to be covenants and restrictions running with the title to said land and shall remain in full force and effect until the first day of October, A.D. 2003, and thereafter the said covenants and restrictions shall be automatically extended for successive periods of twenty five (25) years each, unless within six (6) months prior to the first day of October, 2003, or within six (6) months preceding the end of any such successive twenty five (25) year period, as the case may be, a written agreement executed by the then owners of a majority of the building plots shall be placed on record in the office of the Clerk of the Circuit Court of Clay County, Florida, in which written agreement any of the covenants, restrictions, reservations, and easements provided for herein may be changed, modified, waived, or extinguished in whole or in part as to all or any part of the property then subject thereto, in the manner and to the extent provided in such written agreement. In the event that any such agreement shall be executed and recorded as provided for above, in this paragraph, these original covenants and restrictions as therein modified shall continue in force for successive periods of twenty five (25) years unless and until further changed, modified, waived or extinguished in the manner provided in this paragraph.

32. LEGAL ACTION ON VIOLATION

If any person, firm, or corporation, or other entity shall violate or attempt to violate any of these covenants and restrictions it shall be lawful for the Developer or any person or persons owning any building plot on said land (a) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenants and restrictions, (b) to maintain a proceeding in equity against those so violating or attempting to violate any such covenants and restrictions for the purpose of preventing or enjoining all or any such violations or attempted violations, PROVIDED, HOWEVER, that the owner or occupant of any residence on any building plot on said land shall not have any right or cause of action for damages or to maintain a proceeding in equity or any claim whatsoever against any building and/or construction company for violating any of these covenants and restrictions. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer, its successors or assigns to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Lot owners found in violation of these restrictions shall be obliged to pay attorney's fees to the successful plaintiff in all actions seeking to prevent, correct, or enjoin such violations or in damage suits thereon. All restrictions herein contained shall be deemed several and independent. The validity of one or more or any part of one shall in no wise impair the validity of the remaining restrictions or part thereof.

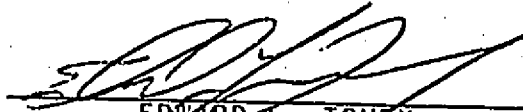
33. DEVELOPER

The term "Developer" as hereinabove used shall mean and include only EDWARD L. TONEY.


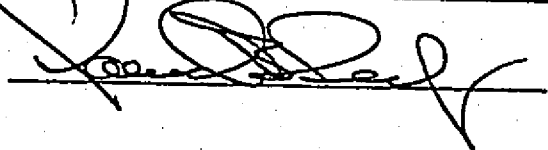
IN WITNESS WHEREOF, these Covenants and Restrictions have been executed on this, the 21st day of September, 1978

by the Developer, EDWARD L. TONEY.

D.P. 490 PAGE 645


EDWARD L. TONEY

Signed, Sealed and Delivered
In the Presence of:

STATE OF FLORIDA

COUNTY OF CLAY

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared EDWARD L. TONEY, and he acknowledged to and before me that he executed the foregoing Covenants and Restrictions, and that he did so freely and voluntarily with a full knowledge of the contents therein.

WITNESS my hand and seal this 25th day of September, 1978.


NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

My Commission Expires:

Notary Public, State of Florida at Large
My commission expires Jan. 26, 1981



MORTGAGEE'S CONSENT TO COVENANTS & RESTRICTIONS

The Undersigned, AMERICAN NATIONAL BANK, a banking corporation organized and existing under the laws of the United States of America, certifies that it is the holder of a mortgage upon the property described in Exhibit "A" of the foregoing Covenants and Restrictions and does hereby join and consent to the imposition of said Covenants and Restrictions on the lands described therein and agrees that its Mortgage recorded in Official Records Volume 464, Page 300, public records of Clay County, Florida, shall be subordinate to said Covenants and Restrictions.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized this 22nd day of September, 1978.

Signed, Sealed and
Delivered in the Presence of:

William M. MacCallister

Leslye J. Beasley

AMERICAN NATIONAL BANK

BY

R. C. Martin
Its Vice President

ATTEST:

Frank W. Mumby, III
Its Vice President

CORPORATE SEAL

STATE OF FLORIDA

COUNTY OF DUVAL

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared R. C. Martin and Frank W. Mumby, III respectively of the corporation named herein and that they severally acknowledged executing the same for the purposes therein stated under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 22nd day of September, 1978.

Leslye J. Beasley
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

My Commission Expires:

3-18-1980

EXHIBIT "A"

G.P. 490 PAGE 647

Parcel " 1 "

A part of Lots 9 and 10 lying Southeasterly of Doctors Lake Drive, State Road No. S-224-A, a 100' right-of-way as now established, as shown on map of Lake Villas as recorded in Plat Book 1, Page 52 of the Current Public Records of Clay County, Florida and being more particularly described as follows: for a Point of Beginning commence at the intersection of the Southwesterly line of said Lot 9 with the Southeasterly right-of-way line of said Doctors Lake Drive from the Point of Beginning thus described run S. $35^{\circ} 48' 00''$ E. along the said Southwesterly line of Lot 9 a distance of 74.44'; thence N. $54^{\circ} 12' 00''$ E. a distance of 200.0' to a point in the Northeasterly line of said Lot 10; thence N. $35^{\circ} 48' 00''$ W. along the said Northeasterly line of Lot 10 a distance of 144.86' to a point in the aforementioned Southeasterly right-of-way line of Doctors Lake Drive; thence S. $34^{\circ} 48' 00''$ W. along the said Southeasterly right-of-way line of Doctors Lake Drive a distance of 212.02' to the Point of Beginning.

Lands thus described contain 0.503 acres more or less.

Parcel " 2 "

A part of Lots 9 and 10 lying Southeasterly of Doctors Lake Drive, State Road No. S-224-A a 100' right-of-way as now established, as shown on map of Lake Villas as recorded in Plat Book 1, Page 52 of the current public records of Clay County, Florida and being more particularly described as follows: for a point of reference commence at the intersection of the Southwesterly line of said Lot 9 and the Southeasterly right-of-way line of Doctors Lake Drive, State Road No. S-224-A a 100' right-of-way as now established; from the Point of Reference thus described run S. $35^{\circ} 48' 00''$ E. along the said Southwesterly line of Lot 9 a distance of 74.44' to the Point of Beginning; from the Point of Beginning thus described continue S. $35^{\circ} 48' 00''$ E. along the said Southwesterly line of Lot 9 a distance of 100.0'; thence N. $54^{\circ} 12' 00''$ E. a distance of 200.0' to a point in the Northeasterly line of said Lot 10; thence N. $35^{\circ} 48' 00''$ W. along the said Northeasterly line of Lot 10 a distance of 100.0'; thence S. $54^{\circ} 12'$ W. a distance of 200.0' to the Point of Beginning.

Lands thus described contain 0.46 acres more or less.

Parcel " 3 "

A part of Lot 9 and 10 lying Southeasterly of Doctors Lake Drive, State Road No. S-224-A a 100' right-of-way as now established, as shown on map of Lake Villas as recorded in Plat Book 1, Page 52 of the current public records of Clay County, Florida and being more particularly described as follow; for a Point of Reference commence at the intersection of the Southwesterly line of said Lot 9 and the Southeasterly right-of-way line of Doctors Lake Drive, State Road No. S-224-A, a 100' right-of-way line as now established; from the Point of Reference thus described run S. 35° 48' 00" E. along the Southwesterly line of Lot 9 a distance of 174.44' to the Point of Beginning; from the Point of Beginning thus described continue S. 38° 45' 00" E. along the said Southwesterly line of Lot 9 a distance of 100.0'; thence N. 54° 12' 00" E. a distance of 200.0' to a point in the Northeasterly line of said Lot 10; thence N. 35° 48' 00" W. along the said Northeasterly line of Lot 10 a distance of 100.0'; thence S. 54° 12' 00" W. a distance of 200.0' to the Point of Beginning.

Lands thus described contain 0.46 acres more or less.

Parcel " 4 "

A part of Lots 9 and 10 lying Southeasterly of Doctor Lake Drive, State Road No. S-224-A, a 100' right-of-way as now established, as shown on map of Lake Villas as recorded in Plat Book 1, Page 52 of the current public records of Clay County, Florida and being more particularly described as follow; for a Point of Reference commence at the intersection of the Southwesterly line of said Lot 9 and the Southeasterly right-of-way line of Doctors Lake Drive, State Road No. 224-A, a 100' right-of-way line as now established, from the Point of Reference thus described run S. 35° 48' 00" E. along the said Southwesterly line of Lot 9 a distance of 274.44' to the Point of Beginning; from the Point of Beginning thus described continue S. 35° 48' 00" E. along the said Southwesterly line of Lot 9 a distance of 100.0'; thence N. 54° 12' 00" E. a distance of 200.0' to a point in the Northeasterly line of said Lot 10; thence N. 35° 48' 00" W. along the said Northeasterly line of Lot 10 a distance of 100.0'; thence S. 54° 12' 00" W. a distance of 200.0' to the Point of Beginning.

Lands thus described contain 0.46 acres more or less.

Parcel " 5 "

A part of Lots 9 and 10 lying Southeasterly of Doctors Lake Drive, State Road No. S-224-A, a 100' right-of-way as now established, as shown on map of Lake Villas as recorded in Plat Book 1, Page 52 of the current public records of Clay County, Florida and being more particularly described as follows; for a Point of Reference commence at the intersection of the Southwesterly line of said Lot 9 and the Southeasterly right-of-way line of Doctor Lake Drive; State Road No. S-224-A, a 100' right-of-way as now established; from the Point of Reference thus described run S. $35^{\circ} 48' 00''$ E. along the Southwesterly line of Lot 9 a distance of 374.44' to the Point of Beginning; from the Point of Beginning thus described continue S. $35^{\circ} 48' 00''$ E. along the said Southwesterly line of Lot 9 a distance of 100.0'; thence N. $54^{\circ} 12' 00''$ E. a distance of 200.0' to a point in the Northeasterly line of said Lot 10; thence N. $35^{\circ} 48' 00''$ W. along the said Northeasterly line of Lot 10 a distance of 100.0'; thence S. $54^{\circ} 12' 00''$ W. a distance of 200.0' to the Point of Beginning.

Lands thus described contain 0.46 acres more or less.

Parcel " 6 "

D.P. 490 PAGE 652

A part of Lots 9 and 10 lying Southeasterly of Doctor Lake Drive, State Road No. S-224-A, a 100' right-of-way as now established, as shown on map of Lake Villas as recorded in Plat Book 1, Page 52 of the current public records of Clay County, Florida and being more particularly described as follow; for a Point of Reference commence at the intersection of the Southwesterly line of said Lot 9 and the Southeasterly right-of-way line of Doctors Lake Drive, State Road No. S-224-A, a 100' right-of-way line as now established; from the Point of Reference thus described run S. 35° 48' 00" E. along the said Southwesterly line of Lot 9 a distance of 474.44' to the Point of Beginning; from the Point of Beginning thus described continue S. 35° 48' 00" E. along the said Southwesterly line of Lot 9 a distance of 100.0'; thence N. 54° 12' 00" E. a distance of 200.0' to a point in the Northeasterly line of said Lot 10; thence N. 35° 48' 00" W. along the Northeasterly line of Lot 10 a distance of 100.0'; thence S. 54° 12' 00" W. a distance of 200.0' to the Point of Beginning.

Lands thus described contain 0.46 acres more or less.

Parcel " 7 "

A part of Lots 9 and 10 lying Southeasterly of Doctors Lake Drive, State Road No. S-224-A, a 100' right-of-way as now established, as shown on map of Lake Villas as recorded in Plat Book 1, Page 52 of the current public records of Clay County, Florida and being more particularly described as follows; for a Point of Reference commence at the intersection of the Southwesterly line of said Lot 9 and the Southeasterly right-of-way of Doctors Lake Drive, State Road No. S-224-A, a 100' right-of-way as now established; from the Point of Reference thus described run S. $35^{\circ} 48' 00''$ E. along the said Southwesterly line of Lot 9 a distance of 574.44' to the Point of Beginning; from the Point of Beginning thus described continue S. $35^{\circ} 48' 00''$ E. along the said Southwesterly line of Lot 9 a distance of 100.0'; thence N. $54^{\circ} 12' 00''$ E. a distance of 200.0' to a point in the Northeasterly line of Lot 10; thence N. $35^{\circ} 48' 00''$ W. along the said Northeasterly line of Lot 10 a distance of 100.0'; thence S. $54^{\circ} 12' 00''$ W. a distance of 100.0' to the Point of Beginning.

Lands thus described contain 0.46 acres more or less.

Parcel" 8 "

A part of Lots 9 and 10 lying Southeasterly of Doctors Lake Drive, State Road No. S-224-A, a 100' right-of-way as now established, as shown on map of Lake Villas as recorded in Plat Book 1, Page 52 of the current public records of Clay County, Florida and being more particularly described as follows: for a Point of Reference commence at the intersection of the Southwesterly line of said Lot 9 and the Southeasterly right-of-way line of Doctors Lake Drive, State Road No. S-224-A, a 100' right-of-way as now established; from the Point of Reference thus described run S. $35^{\circ} 48' 00''$ E. along the said Southwesterly line of Lot 9 as distance of 674.44' to the Point of Beginning; from the Point of Beginning thus described continue S. $35^{\circ} 48' 00''$ E. along the said Southwesterly line of Lot 9 a distance of 100.0'; thence N. $54^{\circ} 12' 00''$ E. a distance of 200.0' to a point in the Northeasterly line of said Lot 10; thence N. $35^{\circ} 48' 00''$ W. along the said Northeasterly line of Lot 10 a distance of 100.0'; thence S. $54^{\circ} 12' 00''$ W. a distance of 200.0' to the Point of Beginning.

Lands thus described contain 0.46 acres more or less.

Parcel 9

A part of Lots 9 and 10 lying Southeasterly of Doctors Lake Drive, State Road No. S-224-A, a 100' right-of-way as now established, as shown on map of Lake Villas as recorded in Plat Book 1, Page 52 of the current public records of Clay County, Florida and being more particularly described as follows: for a Point of Reference commence at the intersection of the Southwesterly line of said Lot 9 and the Southeasterly line of Doctors Lake Drive, State Road No. S-224-A, a 100' right-of-way as now established; from the Point of Reference thus described run S. $35^{\circ} 48' 00''$ E. along the said Southwesterly line of Lot 9 a distance of 774.44'; thence N. $54^{\circ} 12' 00''$ E. a distance of 18.0' to the Point of Beginning; from the Point of Beginning thus described run S. $35^{\circ} 48' 00''$ E. along the said Southwesterly line of Lot 9 a distance of 100.0'; thence N. $54^{\circ} 12' 00''$ E. a distance of 182.0' to a point in the Northeasterly line of said Lot 10; thence N. $35^{\circ} 48' 00''$ W. along the said Northeasterly line of Lot 10 a distance of 100.0'; thence S. $54^{\circ} 12' 00''$ W. a distance of 182.0' to the Point of Beginning.

Parcel "10"

A parts of Lots 9 and 10 lying Southeasterly of Doctors Lake Drive, State Road # S-224-A a 100' right-of-way as now established, as shown on map of Lake Villas as recorded in Plat Book 1, Page 52 of the Current Public Records of Clay County, Florida and being more particularly described as follows: for a point of reference commence at the intersection of the Southwesterly line of said Lot 9 and the Southeasterly right of way line of Doctors Lake Drive, State Road S-224-A a 100' right-of-way as now established; from the the point of reference thus described run S.35°48'00"E along the said Southwesterly line of lot 9 a distance of 874.44'; thence N.54°12'00"E. a distance of 200.0' to the point of beginning; from the point of beginning thus described run S.54°12'00"W a distance of 170.0'; thence S.79°35'24"E a distance of 101.12'; thence S. 35°48'00"E parallel to the said Southwesterly line of Lot 9 a distance 210' more or less to the waters of Doctors Lake; thence Northerly along said waters of Doctors Lake a distance of 120' more or less to its intersection with the Northeasterly line of said Lot 10; thence N.35°48'00"W along the said Northeasterly line of Lot 10 a distance of 198' more or less to the point of beginning.

Lands thus described contain 0.46 more or less.

Parcel " 11 "

A part of Lots 9 and 10 lying Southeasterly of Doctors Lake Drive, State Road No. S-224-A, a 100' right-of-way as now established, as shown on map of Lake Villas as recorded in Plat Book 1, Page 52 of the current public records of Clay County, Florida and being more particularly described as follow: for a Point of Reference commence at the intersection of the Southwesterly line of said Lot 9 and the Southeasterly right-of-way line of Doctors Lake Drive, State Road No. S-224-A, a 100' right-of-way line as now established, from the Point of Reference run S. $35^{\circ} 48' 00''$ E. along said Southwesterly line of Lot 9 a distance of 874.44' to the Point of Beginning; from the Point of Beginning thus described run N. $54^{\circ} 12' 00''$ E. a distance of 30.0'; thence S. $79^{\circ} 35' 24''$ E. a distance of 101.12'; thence S. $35^{\circ} 48' 00''$ E. parallel to the said Southwesterly line of Lot 9 a distance of 210' more or less to the waters of Doctors Lake; thence Southerly along said waters of Doctors Lake a distance of 120' more or less to its intersection with the aforementioned Southwesterly line of Lot 9; thence N. $35^{\circ} 48' 00''$ W. along the said Southwesterly line of Lot 9 a distance of 363' more or less.

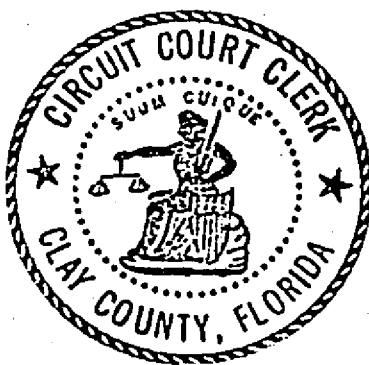
Lands thus described contain 0.46 acres more or less.

ROAD EASEMENT

D.P. 490 658

A part of Lots 9 and 10 lying Southeasterly of Doctors' Lake Drive, State Road S-224-A as shown on map of Lake Villas as recorded in Plat Book 1, Page 52 of the current public records of Clay County Florida and being more particularly described as follows; for a point of beginning commence at the intersection of the Southwesterly line of said Lot 9 and the Southeasterly line of said Doctors' Lake Drive, State Road S-224-A; from the point of beginning thus described run S.35°48'00"E. along the said Southwesterly line of Lot 9 a distance of 864.44' to the point of the curve to the left, said curve being concave to the Southwest and having a radius of 50.0'; thence Easterly, Northerly and Southwesterly along and around said curve an arc distance of 225.54', said curve being subtended by a chord bearing and distance of N.14°58'23"E. 77.46'; thence N.35°48'00"W. parallel to the said Southwesterly line of Lot 9 a distance of 131.01'; thence N.9°12'E a distance of 14.14'; thence N.35°48'W. parallel to the said Southwesterly line of Lot 9 a distance of 100.0'; thence S.54°12'W. a distance of 10.0'; thence N. 35°48'W. parallel to the said Southwesterly line of Lot 9 a distance of 577.87' to the point of a curve to the right, said curve being concave to the Northeast and having a radius of 25.0'; thence Northwesterly along and around said curve an arc distance of 30.81', said curve being subtended by a chord bearing and distance of N.0°30'00"W. 28.89' to a point in the said Southeasterly right-of-way line of Doctors Lake Drive; thence S.34°48'00"W. along the said Southeasterly right-of-way line of Doctors Lake Drive a distance of 81.32' to the point of beginning.

Lands thus described contain 1.355 acres more or less.



78-13835

FILE NO. _____
 OFFICIAL RECORDS NO. 490
 637

SEP 29 12 34 PM '79

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 RECORDS OF CLAY COUNTY, FLA.

Joseph A. [Signature]
 CLERK CIRCUIT COURT