

This instrument prepared by  
Gibbes U. Miller, Jr.  
1410 E. Pearl St.  
Merricello, FL 32344

101522  
IN THE PUBLIC RECORDS  
OF JEFFERSON CO., FL.  
CLERK OF CIRCUIT COURT  
00 MAY 24 AM 10 25  
FILED FOR RECORDS

**Attatulga Road Subdivision  
Declaration of  
Covenants, Restrictions and Conditions**

THIS DECLARATION is made as of the 27 day of May, 2000, by Gibbes U. Miller, Jr. herein referred to as the "Declarant";

Whereas, Declarant is the owner of certain property ( herein the "Property") in Jefferson County, Florida, which is more particularly described as:

See Exhibit "A" attached hereto and by this reference made a part hereof.

NOW THEREFORE, Declarant hereby declares that all of the Property 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 of 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 or parcel thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I: DEFINITIONS**

1. "Owner" shall mean and refer to the record owner of fee simple title to any Lot which is a part of the property.
2. "Property" shall mean and refer to that certain tract of land in Jefferson County, Florida described above.
3. "Lot" shall mean and refer to any part, portion, or parcel of the Property, the fee simple title to which is recorded by deed subsequent hereto in the public records of Jefferson County, Florida.
4. "Declarant" shall mean Gibbes U. Miller, Jr., his successors or assigns.

**ARTICLE II: GENERAL PROVISIONS**

1. **Enforcement.** The Declarant or any Owner or Owners shall have the right to enforce by any proceeding at law or in equity, all reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by the Declarant or by an Owner or Owners to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. **Severability.** Invalidation of any one of these covenants or restrictions by judgment of court order shall in no wise affect any other provision.
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 on which this declaration is recorded. This declaration may be

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JEFFERSON CO., FL

amended by a Declaration of Amendment signed by not less than Eighty percent (80%) of the Owners and recorded in the officials records of Jefferson County, Florida.

ARTICLE III: DWELLING PURPOSE AND LOCATION

- 1. Only single family dwellings shall be allowed on Lots in the Property.
- 2. No building shall be located on any lot nearer than 100 feet from any lot line except that on Lot #5 buildings may be located as near to Scotsville Road as is permitted by the Jefferson County Building Department.

ARTICLE IV: GARBAGE AND REFUSE DISPOSAL

No Lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs, rubbish, junk, or debris of any kind.

ARTICLE V: OIL AND MINING OPERATIONS

No oil drilling, oil development operations, refining, rock quarrying, or mining operations of any kind shall be permitted upon or in any Lot; nor shall wells, tanks, excavations, or commercial or industrial structures or operations be permitted.

IN WITNESS WHEREOF, said Declarant has caused this instrument to be signed and sealed this 22 day of May 2000.

*[Handwritten Signature]*  
 Witness Signature

*[Handwritten Signature]*  
 Gibbs U. Miller, Jr.

Beverly Dinkerker  
Printed name

*[Handwritten Signature]*  
Witness Signature

Tonia T. Baxter  
Printed name

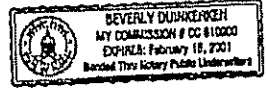
STATE OF FLORIDA  
COUNTY OF Jefferson

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements in the State aforesaid and in the County aforesaid, personally appeared Gibbs U. Miller, Jr., a married man known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he/she executed the same, and that I relied upon the following form of identification of the above named person: and that an oath was not taken.

WITNESS my hand and official seal in the county and State last aforesaid this 22 day of May, A.D., 2000.

\_\_\_\_\_  
Notary Public Rubber Stamp

*[Handwritten Signature]*  
 Notary Public Signature  
 STATE OF FLORIDA AT LARGE



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JEFFERSON CO., FL

Exhibit A

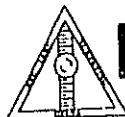
DESCRIPTION ( OFFICIAL RECORD BOOK 337, PAGE 285 SOUTH HALF )

A parcel of land lying in Section 25, Township 1 North, Range 4 East, Jefferson County, Florida, being more particularly described by Vern Taylor & Associates, Job Number 97-193B as follows:

COMMENCE at the Northeast corner of the South Half of the Northwest Quarter of the Northwest Quarter of said Section 25, thence run South 01 degree 53 minutes 21 seconds East 154.52 feet, thence South 01 degrees 01 minute 14 seconds East 827.07 feet to the POINT OF BEGINNING. From said Point of Beginning, thence continue South 01 degree 01 minute 14 seconds East 379.08 feet, thence North 89 degrees 39 minutes 57 seconds West 348.55 feet, thence South 01 degree 01 minute 14 seconds East 626.13 feet, thence North 89 degrees 39 minutes 56 seconds West 986.59 feet, thence North 00 degrees 38 minutes 27 seconds West 677.49 feet, thence North 01 degree 02 minutes 19 seconds West 324.70 feet, thence South 89 degrees 47 minutes 30 seconds East 1330.68 feet to the Point of Beginning. Containing 25.68 acres, more or less.

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JEFFERSON CO. FLA.

Not valid without signature and the original raised seal of a Florida Licensed surveyor and mapper



**DELTA**

LAND SURVEYORS, INC.  
CERTIFICATE OF AUTHORIZATION NUMBER LH 4705  
440 S. JEFFERSON STREET  
MONTICELLO, FLORIDA

PHONE ( ) 01

FAX(850)987-8767

March 10, 2000

DATE

00-051-22

JOB NO.



**A PRELIMINARY PLAT FOR GIBBY MILLER**  
**LOCATED IN SECTION 25**  
**TOWNSHIP 1 NORTH, RANGE 4 EAST**  
**JEFFERSON COUNTY, FLORIDA**

PAGE 1 OF 1

Scale: 1 inch = 200 feet

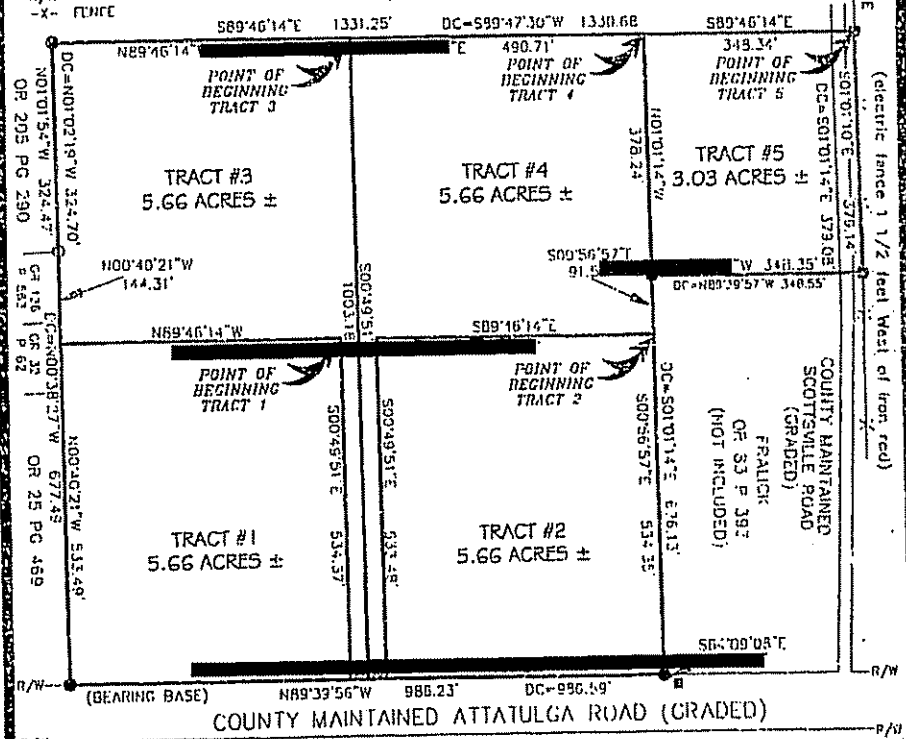
**LEGEND**

- FOUND 4"x4" CONCRETE MONUMENT  
BROKEN, NO CAP
- FOUND IRON PIPE NO CAP
- FOUND IRON ROD WITH CAP STAMPED  
LB 6154 AND LS 4320
- OR OFFICIAL RECORD BOOK
- DC DEED CALL
- DB DEED BOOK
- BRKWN SCALE
- R/W RIGHT-OF-WAY
- X- FENCE

*Exhibit A enclosed*

**POINT OF COMMENCEMENT**  
 NORTHEAST CORNER OF THE SOUTH 1/2  
 OF THE NORTHWEST 1/4 OF THE  
 NORTHWEST 1/4 OF SECTION 25,  
 TOWNSHIP 1 NORTH, RANGE 4 EAST,  
 JEFFERSON COUNTY, FLORIDA

**FRED & ROSA LOEB**  
**OR 337 PG 287**  
**(NORTH 1/2)**



**CERTIFICATION:**

I hereby certify that in my opinion this is a true representation of life, properly shown herein, and that this description meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 6100.06, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

*Randall H. Rowell*  
 Randall H. Rowell  
 Florida Licensed Surveyor and Mapper L.S. #5140

**THIS IS NOT A BOUNDARY SURVEY**

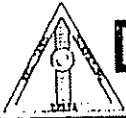
FOR BOUNDARY SURVEY,  
 SEE DELTA LAND SURVEYORS, INC.,  
 JOB NUMBER 00-001-22

APPROVED UNDER THE GUIDELINES OF THE  
 JEFFERSON COUNTY COMPREHENSIVE PLAN

PLANNING ADMINISTRATOR

PAGE 1  
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 DATE 04/07/00  
 JEFFERSON CO., FL

Not valid without signature and the original raised seal of a Florida licensed surveyor and mapper



**DELTA**

**LAND SURVEYORS, INC.**  
 CERTIFICATE OF AUTHORIZATION NUMBER LD 1765  
 140 S. JEFFERSON STREET  
 MONTICELLO, FLORIDA

PHONE [REDACTED]-0301 FAX (850) 907-8767

APR 7, 2000  
 DATE  
 00 001 22A  
 JOB NO.

This instrument prepared by  
Gibbes U. Miller, Jr.  
1410 E. Pearl St.  
Monticello, FL 32344

IN THE PUBLIC RECORDS  
OF JEFFERSON CO., FL.  
CLERK OF CIRCUIT COURT

\*00 MAY 25 AM 10 25

**Attatuga Road Subdivision  
Covenants, Restrictions and Conditions  
AMENDMENT**

THIS AMENDMENT to the Covenants, Restrictions and Conditions of Attatuga Road Subdivision is made as of the 25 day of May, 2000, by Gibbes U. Miller, Jr. herein referred to as the "Declarant";

Whereas, Declarant is the owner of certain property ( herein the "Property") in Jefferson County, Florida, which is more particularly described as:

See Exhibit "A" attached hereto and by this reference made a part hereof.

NOW THEREFORE, Declarant hereby declares that all of the Property described above shall be held, sold, and conveyed subject to the following encumbrances, restrictions, covenants and conditions, which are for the purpose of protecting the value of 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 or parcel thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

Article III shall be amended to read as follow:

**ARTICLE III: DWELLING PURPOSE AND LOCATION**

1. Only single family dwellings shall be allowed on Lots in the Property.
2. No building shall be located on any lot nearer than 100 feet from any lot line except that on Lot #5 buildings may be located 50 feet from any lot line and as near to Scotsville Road as is permitted by the Jefferson County Building Department.

Article VI shall be added as follows:

**ARTICLE VI: PROHIBITIONS**

1. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. This provision specifically refers to barking dogs and other pets that become a nuisance.
2. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot for commercial purposes in numbers that will create offensive odor or become a nuisance to the neighborhood.

All other Article shall remain in effect unchanged.

IN WITNESS WHEREOF, said Declarant has caused this instrument to be signed and sealed this 25 day of May, 2000.

  
Witness Signature

  
Gibbes U. Miller, Jr.

W.D. GUNNELS, JR.  
Printed name

  
Witness Signature

Tavia J. Baxter  
Printed name

101547

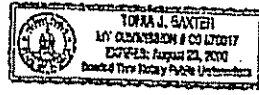
STATE OF FLORIDA  
COUNTY OF Jefferson

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements in the State aforesaid and in the County aforesaid, personally appeared Gibbs U. Miller, Jr., a married man known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he/she executed the same, and that I relied upon the following form of identification of the above named person:  
and that an oath was not taken.

WITNESS my hand and official seal in the county and State last aforesaid this 25 day of March, A.D., 2000.

\_\_\_\_\_  
Notary Public Rubber Stamp

Tommy Baxter  
Notary Public Signature  
STATE OF FLORIDA AT LARGE





### DISTRIBUTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, their heirs, successors, lessees and assigns ("GRANTOR"), in consideration of the mutual benefits, covenants and conditions herein contained, and convey to FLORIDA POWER CORPORATION, a Florida corporation ("GRANTEE"), P.O. Box 14692, St. Petersburg, Florida 33733, and to its successors, lessees and assigns, an easement to install, operate and maintain in perpetuity, such facilities as may be necessary or desirable for providing electric energy and service and communication systems, whether to telecommunication providers or other customers by GRANTEE or others, said facilities being located in, over, under or across the following described "Easement Area" within GRANTOR'S premises in JEFFERSON County, to wit:

A 20 foot wide Easement Area defined as

See Legal Description on the accompanying Exhibit "A" attached hereto and incorporated herein by this reference.

Tax Parcel Number: 25-IN-4E-0000-0112-0000

The rights herein granted to GRANTEE by GRANTOR specifically include; (a) the right for GRANTEE to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities; (b) the right for GRANTEE to increase or decrease the voltage and to change the quantity and type of facilities; (c) the right for GRANTEE to clear the Easement Area of trees, limbs, undergrowth and other physical objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; (d) the right for GRANTEE to trim or remove any timber adjacent to, but outside the Easement Area which, in the opinion of GRANTEE, endangers or interferes with the safe and efficient installation, operation or maintenance of said facilities; (e) the reasonable right for GRANTEE to enter upon land of the GRANTOR adjacent to said Easement Area for the purpose of exercising the rights herein granted; and (f) all other rights and privileges reasonably necessary or convenient for GRANTEE's safe and efficient installation, operation and maintenance of said facilities and for the enjoyment and use of said easement for the purposes described above.

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If the fences are installed, they shall be placed so as to allow ready access to GRANTEE's facilities and provide a working space of not less than six feet (6') on the opening side and one foot (1') on the other three sides of any pad mounted transformer. If GRANTOR's future orderly development of the premises is in physical conflict with GRANTEE's facilities, GRANTEE shall, within 60 days after receipt of written request from GRANTOR, relocate said facilities to another mutually agreed upon Easement Area in GRANTOR's premises, provided that prior to the relocation of said facilities (a) GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE, and (b) GRANTOR shall execute and deliver to GRANTEE, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation. This legal description was provided by GRANTOR. In the event facilities are located outside of this legal description, GRANTOR shall pay for any relocation costs necessary or shall amend this legal description to include the actual facilities and necessary property.

GRANTOR covenants not to interfere with GRANTEE's facilities within the Easement Area on GRANTOR'S premises, and GRANTOR further covenants to indemnify and hold GRANTEE harmless from any and all damages, injuries, whether to persons or property, resulting from interference with GRANTEE'S facilities by GRANTOR or by GRANTOR'S agents or employees..

This document prepared by Alava M. Taylor  
Return to: Real Estate Document Center, Florida Power Corp.  
3300 Exchange Place, Lake Mary, FL 32746

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JEFFERSON CO., FL

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IN THE PUBLIC RECORDS  
OF JEFFERSON COUNTY  
CLERK OF COURTS  
2002 AUG 23 AM 10 43  
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FOR RECORD

SEC  
TWP  
RGE  
COUNTY  
GRANTOR (Last Name)  
GRANTOR (First Name)  
PROJECT

JEFFERSON  
WILLIAMSON  
SARAH

GRANTOR hereby warrants and covenants (a) that GRANTOR is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that GRANTOR has full right and lawful authority to grant and convey this easement to GRANTEE, and (c) that GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said GRANTOR has hereunto affixed its hands and seals this 14th day of June, 2002.

WITNESSES:

GRANTOR(s)

Christy Clark  
Christy Clark

Sarah Lee Williamson L.S.  
Sarah Lee Williamson

Stan Harrell  
Stan Harrell

\_\_\_\_\_  
L.S.

(Names must be typed or printed under each signature)

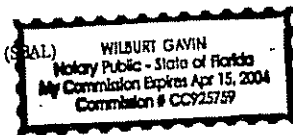
(Grantor(s) mailing address)

P. O. Box 13091

Tallahassee, Florida 32317

State of Florida  
County of Jefferson ss

The foregoing Easement was acknowledged before me this 14th day of June, 2002, by Sarah L. Williamson who is/are personally known to me or who has/have produced Dh. #1457-781-55-788-0 as identification and who did/did not take an oath.



Wilburt Gavin  
Name: Wilburt Gavin  
Notary Public - Florida  
Serial Number: CC 925759  
My Commission Expires: 4/15/04

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JEFFERSON CO., FL





FLORIDA POWER DISTRIBUTION EASEMENT  
EXHIBIT "A"

SECTION 25 " TOWNSHIP 1 NORTH " RANGE 4 EAST

COUNTY: JEFFERSON

TAX PARCEL: 25-1N-4E-██████████

PROJECT: 1066479

LEGAL DESCRIPTION

A tract or parcel of land lying and being a portion of that property described in Official Records Book 337, page 265 of the Public Records of Jefferson County, Florida and being more particularly described as follows:

Commence at the Northeast corner of the South Half of the Northwest Quarter of the Northwest Quarter of Section 25, Township 1 North, Range 4 East, Jefferson County, Florida and run South 01 degrees 53 minutes 21 seconds East 154.52 feet to a point, thence South 01 degree 01 minute 14 seconds East 827.07 feet to a point, thence South 01 degree 01 minute 10 seconds East 379.14 feet to a point, thence North 89 degrees 37 minutes 19 seconds West 348.35 feet to a point, thence South 00 degrees 66 minutes 57 seconds East 91.55 feet to the POINT OF BEGINNING, thence continue South 00 degrees 56 minutes 57 seconds East 534.35 feet to a point on the North side of a county graded road (Attatulga Road), thence North 89 degrees 39 minutes 56 seconds West along said road 463.27 feet to a point, thence leaving said road run North 00 degrees 49 minutes 51 seconds West 533.48 feet to a point, thence South 89 degrees 46 minutes 14 seconds East 462.15 feet to the POINT OF BEGINNING.

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