

Graceland Shores

Declaration of Restrictions & Covenants
See O.R. Book 136 page 479
This 9th day of March 1979 A corrective plat of RIVERLAKE ESTATES subdivision as recorded in Plat Book 5, page 22 Public Records of Levy County, Florida.

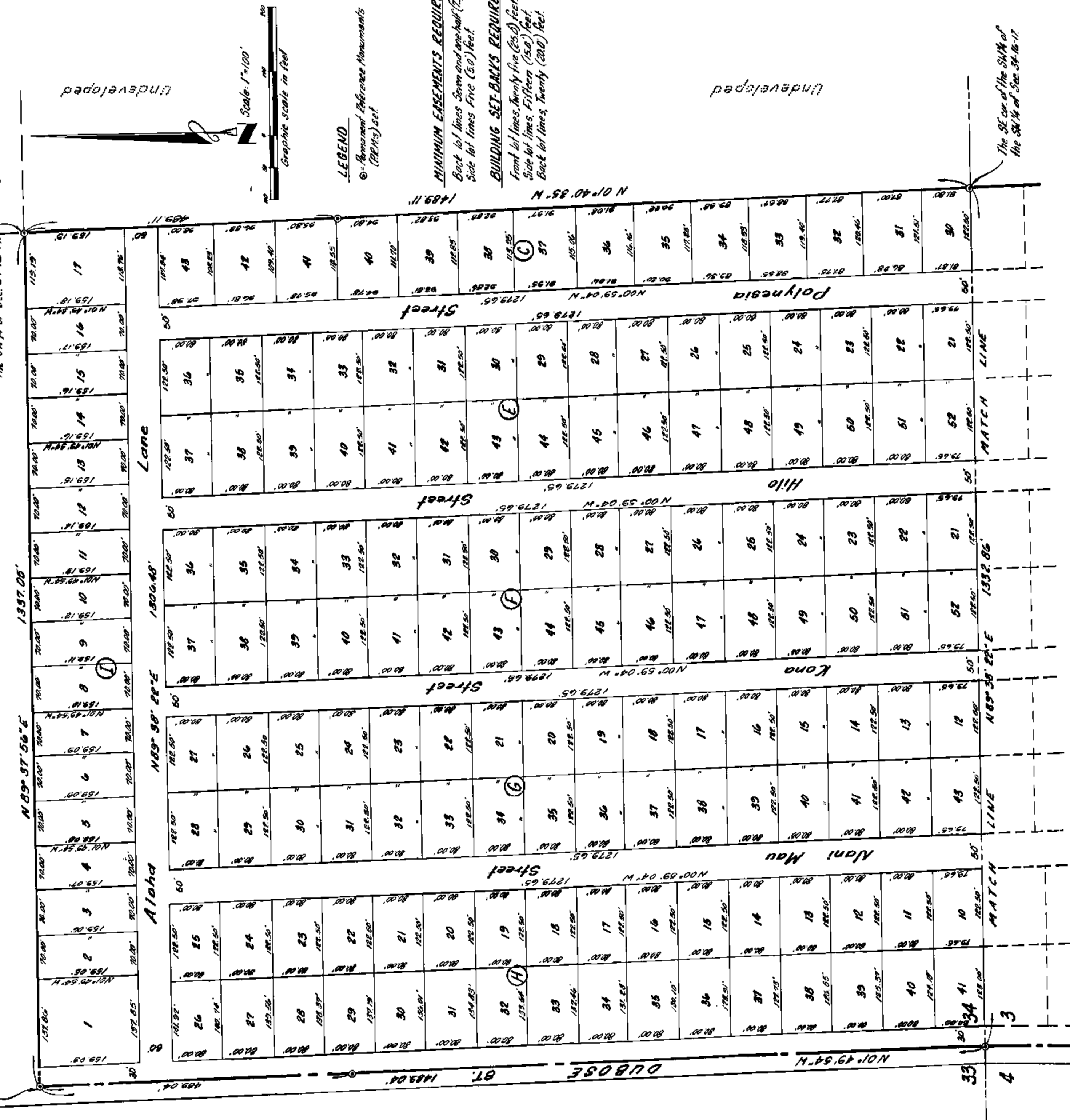
Section 34, Township 16 South, Range 17 East, Levy County, Florida.

TICKLAKE SUBDIVISION, Plat Book 2, page 15

Little Lake Acres
Unrecorded Plat Book 1,
page 30

The NW 1/4 of the SW 1/4 of
the SW 1/4 of Sec. 34, T16S, R17E

The NE 1/4 of the SW 1/4 of
the SW 1/4 of Sec. 34, T16S, R17E



BACKWATER FARMITES, Plat Book 2, page 41

DESCRIPTION:
The SW 1/4 of the SW 1/4 of Section 34, Township 16 South, Range 17 East, Levy County, Florida and all that portion of the SW 1/4 of the SW 1/4 of Section 34, Township 16 South, Range 17 East, Levy County, Florida which is shown on the plat of the Riverlake Estates subdivision as recorded in Plat Book 5, page 22, Public Records of Levy County, Florida, and all that portion of the SW 1/4 of the SW 1/4 of Section 34, Township 16 South, Range 17 East, Levy County, Florida which is shown on the plat of the Ticklake subdivision as recorded in Plat Book 2, page 15, Public Records of Levy County, Florida, and all that portion of the SW 1/4 of the SW 1/4 of Section 34, Township 16 South, Range 17 East, Levy County, Florida which is shown on the plat of the Little Lake subdivision as recorded in Plat Book 1, page 30, Public Records of Levy County, Florida.

DEDICATION: The undersigned corporation which is duly organized under the laws of the State of Florida and the owner of the land herein described, does hereby dedicate to the public the streets shown hereon. The streets shown hereon are hereby dedicated to the public for the use and enjoyment of the public and the streets shown hereon shall be maintained and kept open as streets and the same shall be subject to the jurisdiction of the Board of Directors, this 21st day of June, 1978 A.D.

Grace Hoffman
President, Grace Hoffman
GRACELAND SHORES, INC.

NOTE: The original plat of RIVERLAKE ESTATES subdivision was approved and recorded under the provisions of the Emergency Ordinance adopted November 5, 1978 by Levy County. The Board of County Commissioners is not responsible for the construction or maintenance of streets or any other improvements in this subdivision.

STATE OF FLORIDA
COUNTY OF LEVY
I do hereby certify that on this day personally appeared before me Grace K. Hoffman, President of Graceland Shores, Inc., a Florida Corp., known to me to be the individual, and she acknowledged the foregoing dedication to be her free and voluntary act, witness my hand and seal this 21st day of June, 1978 A.D.

Grace K. Hoffman
My Commission Expires: Nov. 1, 1981

SURVEYOR'S CERTIFICATE: I do hereby certify that I have subdivided the above described property and have placed Permanent Reference Monuments (P.R.M.s) as called for in Chapter 177 Florida Statutes.

William M. Craft
Date: 6-7-78
William M. Craft
Levy Land Surveying
P.O. Box 100
Levy County, Florida

COUNTY ATTORNEY'S APPROVAL: I do hereby approve this plat as to wording of dedication and certification for Levy County, Florida.

Gregory J. Sweeney
Date: 8-21-78
Gregory J. Sweeney
Levy County Attorney

LEVY COUNTY PLANNING COMMISSION'S APPROVAL: I hereby certify that this plat has been approved and accepted by the Planning Commission of Levy County, Florida.

W. S. Mills
Date: 6/16/78
Levy County Planning Commission

COUNTY COMMISSIONER'S APPROVAL: I do hereby certify that this plat has been approved and accepted by the Board of County Commissioners, Levy County, Florida.

Gregory Sweeney
Date: 8-22-78
Chairman
Board of County Commissioners, Chairman
Attest:
Gregory Sweeney

CLERK'S APPROVAL: This plat has been filed for record in the Public Records of Levy County this 23rd day of August 1978 A.D.

Douglas M. McKay
Date: 8-22-78
D. McKay
Clerk
Levy County, Florida

SURVEYOR'S NOTE: This plat was approved and recorded under the provisions of Section 8 of the ordinance adopted November 5, 1978. The Board of County Commissioners is not responsible for the construction or maintenance of streets or any other improvements in this subdivision.

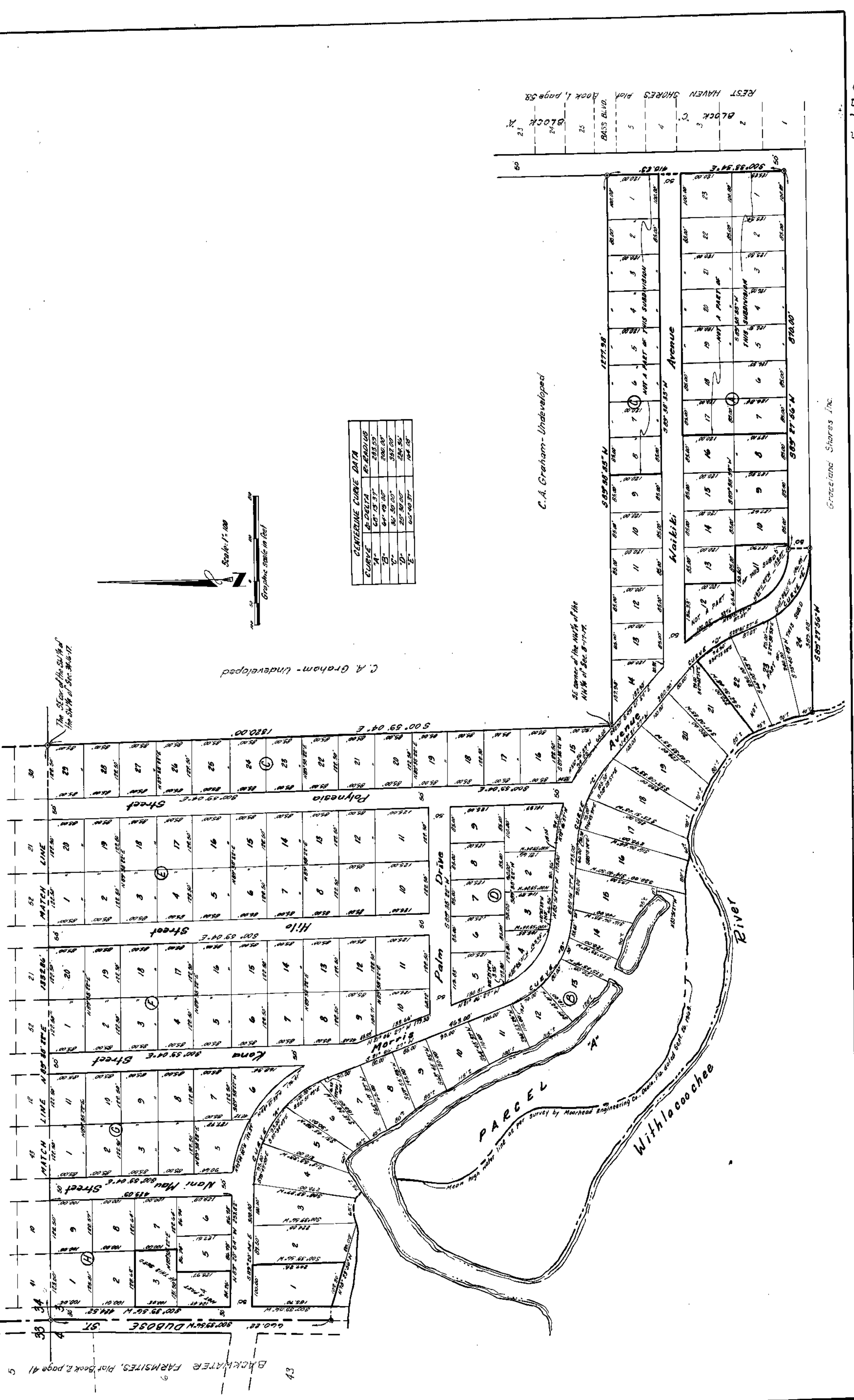
See modification of Restrictions (O.R. 156/449-451)
See O.R. 204/547
This 11th day of July 1983
Douglas M. McKay, Clerk
Levy County, Florida

PLAT BOOK 5, PAGE 67A
Sheet 2 of 2 Sheets

Graceland Shores

A corrective plat of RIVERLAKE ESTATES subdivision as recorded in Plat Book 5, page 22, Public Records of Levy County, Fla.

Section 3, Township 17 South, Range 17 East, Levy County, Florida.



Graceland Shores Inc.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

DECLARATION OF RESTRICTIONS AND COVENANTS OF GRACELAND SHORES

A SUBDIVISION AS RECORDED IN PLAT BOOK 5, PAGES 67 AND 67A, LOCATED IN SECTION 34, TOWNSHIP 16 SOUTH, RANGE 17 EAST, AND SECTION 3, TOWNSHIP 17 SOUTH, RANGE 17 EAST, LEVY COUNTY, FLORIDA.

NOTES MAR-9 PM 2:47
David M. McKay
CLERK OF DISTRICT COURT
LEVY COUNTY, FLORIDA

NOTATION

- SELLER - "Seller" means the vendor, seller, grantor, transferor, and includes the successors and assigns of the seller;
- BUYER - "Buyer" means the purchaser, buyer, grantee or transferee, and includes the heirs, executors, administrators, successors and assigns of the buyer;
- LOT - "Lot" means the premises referred to.

1. These restrictions shall run with the land for a period of twenty (20) years from January 1, 1979.

2. No building shall be erected, or mobile home placed on the Lot other than one suitable for the use of, and to be used by a single family only. No more than one residential structure may be constructed or maintained per Lot. No building erected or existing on the Lot shall be used for the purpose of any profession, trade, employment, manufacture, or business of any description. No signs shall be displayed on the Lot and/or any improvements thereon offering the same or other property for sale or lease or otherwise without the prior consent of the Seller.

3. Buyer shall dispose of all sewage by disposal system meeting requirements of the State Board of Health. No outhouse, privy or chemical toilet shall be erected or installed on the said Lot outside of any structure erected or placed thereon. No rubbish or garbage may be burned or dumped on the said premises. Each Lot shall be kept and maintained completely free of any accumulation of junk or trash of any kind and all trash or garbage shall be hauled off by a commercial sanitary pickup or carried twice a week to the nearest county or state sanitary fill. No Lot shall be used as a junkyard or an auto graveyard. All vehicles kept on Lot must be registered and licensed for current year. No vehicles shall be parked on any streets or road rights-of-way as shown on plat of record. Above ground oil and/or gas tanks shall be kept out of sight and erected at the rear of the home. No window air conditioner units shall be permitted. Mobile home hitches are to be dismantled and stored out of sight. No camper, trailer, motor home or commercial vehicle shall be stored or kept on the property without written consent of the Seller. Mobile homes shall expressly not include recreational vehicles such as campers, motor buses, and the like.

4. Outside storage will be permitted only in Seller approved utility sheds. All washers and dryers must be in enclosed area. The Purchaser shall maintain the Lot in neat condition and shall cut dead and/or fallen trees or branches on the Lot.

5. No structure shall be erected or placed on any Lot nearer than 25 feet from the front line thereof, 20 feet from the rear line thereof, and 15 feet from any side line. The owners of the subdivision expressly reserve the sole right

to modify these requirements as to individual lots by a modification agreement in writing which will not otherwise affect these covenants and restrictions.

6. The use of the Lot for a mobile home is restricted to a mobile home having a minimum length of 50 feet for a single-wide and 40 feet for a double-wide and a minimum width of 12 feet. The bottom of all mobile homes placed on any Lot must be neatly skirted on all sides. No mobile home constructed prior to 1970 will be permitted on the Lot without the written approval of the owners of the subdivision. The plans for any and all building additions to mobile homes must be first submitted to the Seller for approval in writing. The use of the Lot for the erection of a residential structure is limited to a home containing no less than 1200 square feet of living area excluding porches and patios.

7. Before commencing construction of any building or improvements on the Lot and before commencing any alterations or additions thereto, the purchaser shall obtain the Seller's approval in writing of the plans and location of such building or improvement which approval shall not be unreasonably withheld.

8. Subject to all rights and easements of electric and telephone companies and all other utilities heretofore granted and which may hereafter be granted by the Seller.

9. No husbandry of animals or fowl shall be conducted or maintained upon the said premises, but this provision shall not apply to the keeping of ordinary household pets.

10. Except as to Parcel A on the plat of Graceland Shores as recorded in the above referenced plat book, the land shall be used for residential purposes only, except those lots which may, from time to time, be designated by Seller, its successors or assigns, for recreational purposes.

11. These restrictions shall be automatically renewed at the expiration of twenty (20) years from March 1, 1979, and each twenty (20) years thereafter unless revoked by a majority of the lot owners. Said revocation must be in writing and filed of record in the public records of Levy County, Florida.

12. Seller reserves the right to file subsequent deeds of restrictions regulating the use to which the various unsold Lots can be put. Anything to the contrary notwithstanding.

13. The above restrictions can be modified, altered or changed only in writing by the Seller, except as herein otherwise provided.

14. Seller reserves the right to enter upon the land conveyed at any time to preserve the restrictions, conditions, covenants or agreements herein contained. Invalidation of any of the foregoing restrictive covenants shall not affect the validity of any other such restrictive covenants, which shall remain in full force and effect. The foregoing restrictive covenants are subject to all lawful building and zoning regulations and all governmental laws imposed by regulatory agencies in Levy County, Florida.

15. In the event Seller shall bring any action or proceeding to enforce violation of any of the aforementioned covenants or agreements, Buyer shall be responsible for Seller's attorney fees and all other legal costs in said action.

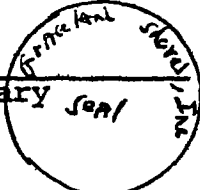
IN WITNESS WHEREOF, we have hereunto set our hands and seals this 22 day of February, 1979.

Signed, sealed and delivered in the presence of:

GRACELAND SHORES, INC.

Charlotte W. Party
Joseph [Signature]

BY: Grace E. Huffman
President

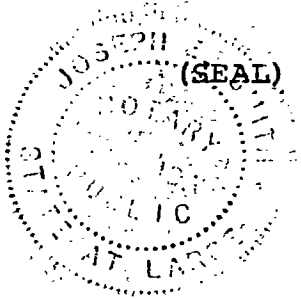
Attest:
Agnes H. Joyner
Secretary 

STATE OF FLORIDA

COUNTY OF LEVY

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared GRACE HUFFMAN and AGNES JOYNER, President and Secretary respectively of GRACELAND SHORES, INC., to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me the execution of same.

WITNESS my hand and official seal in the County and State last aforesaid this 22 day of February, 1979.



Joseph [Signature]
Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires June 22, 1981
Bonded By American Fire & Casualty Company

AFFIDAVIT AFFECTING THE TITLE TO CERTAIN LANDS SITUATED IN
LEVY COUNTY, FLORIDA

STATE OF GEORGIA
COUNTY OF CLAYTON

O.R. 187 PAGE 510

PERSONALLY APPEARED, A.B. PARTRIDGE, who deposes and swears
as follows:

1.

That he is sui juris, and not laboring under any legal disabilities that would prevent him from making an Affidavit.

2.

That he is President of a certain Texas Corporation known as Quailco International Corporation, licensed to do business in Georgia.

3.

That Quailco International Corp., did on the 16th day of December, 1981, purchase one-half of the Authorized Stock of a certain Georgia Corporation known as Graceland Shores, Inc.

4.

That the said Graceland Shores, Inc., owned property situated in Section 34, Township 16 South, Range 17 East and Section 3, Township 17 South, Range 17 East of Levy County, Florida, locally known as Graceland Shores and formerly known as Riverlake Estates, part of the property being recorded in Plat Book 5, page 67 of the Public Records of Levy County Florida, the said being a survey of Graceland Shores, and this being a corrected survey of Riverlake Estates made by Daniel H. Croft dated November 4, 1974, the same being a re-survey of a plat originally made September 26, 1962 by Moorehead Engineering Company, as recorded in Plat Book 5, page 22.

5.

This Affidavit covers any other lands belonging and owned by Graceland Shores, Inc., in Levy County, Florida.

6.

All persons are hereby notified that Quailco International Corp., has purchased a one-half interest in the Graceland Shores, Inc., by purchasing one-half of all Authorized Shares of the Corporation, and everyone is notified that any transaction with Graceland Shores, Inc., involving any real estate held in the name of Graceland Shores, Inc., in Levy County, Florida shall be subject to the interest of Quailco International, Corp., and any legal actions that might be necessary to establish that interest.

7.

All persons are directed to act accordingly.

James Johnson
WITNESS

A.B. Partridge
A.B. PARTRIDGE (SEAL)

Dore Briggs
WITNESS

GEORGIA
CLAYTON COUNTY

O.R. 187 PAGE 510 INDEXED

CLERK OF CIRCUIT COURT
LEVY COUNTY, FLORIDA

1982 FEB - 8 AM 11:58

FILED
100694

IN PERSON, before me, the undersigned attesting officer, came A.B. PARTRIDGE, in his capacity as President of Quailco International Corp., and as an individual, who is well known to me, and he acknowledged to me that he executed the above instruments for the intents and purposes set forth therein, and that he did swear to the contents thereof before me. This 27 day of FEBRUARY, 1982.

Notary Public, Georgia, State at Large
My Commission Expires November 3

Richard Dale Wilson

*Affidavit of Cancellation
For Cancellation of This Mortgage Instrument
See O.R. Book 191 Page 677
File 30th day of Apr. 1982*

AFFIDAVIT AFFECTING THE TITLE TO CERTAIN LANDS SITUATED IN
LEVY COUNTY, FLORIDA

D.R. 191 PAGE 677

STATE OF GEORGIA

COUNTY OF CLAYTON

Personally appeared A. B. PARTRIDGE, who being duly sworn, deposes and swears that the differences that existed at the time he made the affidavit of February 2, 1982 and filed the same in the office of the Clerk of Circuit Court of Levy County, Florida, recorded in D.R. 187, Page 510, have been completely settled.

NOW THEREFORE, I hereby dismiss paragraphs, one, two, three, four, five, six and seven, collectively and individually and further dismiss the entire affidavit and declare it to be null and void and of no effect.

The Clerk of the Circuit Court of Levy County, Florida is authorized and directed to cancel the said affidavit of record immediately.

A. B. Partridge
A. B. PARTRIDGE

Gwen S. Johnson
WITNESS

Richard Dale Nelson
WITNESS

W. Douglas M. McFadyen
CLERK OF CIRCUIT COURT
LEVY COUNTY, FLORIDA

1982 APR 30 PM 4 22

INDEXED
FILED
108088

GEORGIA
COUNTY OF CLAYTON

IN PERSON, before me the undersigned attesting officer, came A. B. PARTRIDGE, in his capacity as President of Quailco International Corp., and as an individual, who is well known to me, and he acknowledged to me that he executed the above instruments for the intents and purposes set forth therein, and that he did swear to the contents thereof before me.

This 27th day of April, 1982.

David Bryan
NOTARY PUBLIC
State at Large
My commission expires: 9/16/84

Prepared by
San Johnson
409 Arrowhead Blvd
Suite A-6
Jonesboro, Ga
30236

INDEXED
D.R. 191 PAGE 677

PREPARED BY:
A.B. PARTRIDGE
7354 Etowah Drive
Riverdale, Georgia 30296

C.R. 204 PAGE 549

MODIFICATION OF RECORDED RESTRICTIONS

DECLARATION OF RESTRICTIONS AND COVENANTS OF
GRACELAND SHORES

A SUBDIVISION AS RECORDED IN PLAT BOOK 5,
PAGES 67 AND 67A, LOCATED IN SECTION 34,
TOWNSHIP 16 SOUTH, RANGE 17 EAST, AND
SECTION 3, TOWNSHIP 17 SOUTH, RANGE 17 EAST,
LEVY COUNTY, FLORIDA.

1983 FEB 11 PM 4:50
FILED
114904
CLERK OF COUNTY COURT
LEWIS & CLARK COUNTY

SELLER- "Seller" means the vendor, seller, grantor, transferror, and includes the successors and assigns of the seller:
BUYER - "Buyer" means the purchaser, buyer, grantee or transferee, and includes the heirs, executors, administrators, successors and assigns of the buyer:
LOT - "Lot" means the premises referred to.

1. These restrictions shall run with the land for a period of ten (10) years from January 1, 1979.
2. No building shall be erected, or mobile home placed on the lot other than one suitable for the use of, and to be used by a single family only. No more than one residential structure may be constructed or maintained per Lot. No building erected or existing on the Lot shall be used for the purpose of any profession, trade, employment, manufacture, or business of any description.
3. Buyer shall dispose of all sewage by disposal system meeting requirements of the State Board of Health. No outhouse, privy or chemical toilet shall be erected or installed on the said Lot outside of any structure erected or placed thereon. No rubbish or garbage may be burned or dumped on the said premises. Each lot shall be kept and maintained completely free of any accumulation of junk or trash of any kind and all trash or garbage shall be hauled off by a commercial sanitary pickup or carried twice a week to the nearest county or state sanitary fill. No lot shall be used as a junkyard or an auto graveyard. All vehicles kept on Lot must be registered and licensed for current year. No vehicles shall be parked on any streets or road rights-of-way as shown on plat of record.
4. No structure shall be erected or placed on any Lot nearer than 25 feet from the front line thereof, 20 feet from the rear line thereof, and 15 feet from any side line. The owners of the subdivision expressly reserve the sole right to modify these requirements as to individual lots by a modification agreement in writing which will not otherwise affect these covenants and restrictions.
5. The use of the Lot for a mobile home is restricted to a mobile home having a minimum length of 50 feet for a single-wide and 24 feet for a double-wide and a minimum width of 12 feet. The bottom of all mobile homes placed on any lot must be neatly skirted on all sides. No mobile home constructed prior to 1970 will be permitted on the Lot without the written approval of the owners of the subdivision. The plans for any and all building additions to mobile homes must be first submitted to the Seller for approval in writing. The use of the Lot for the erection of a residential structure is limited to a home containing no less than 600 square feet of living area excluding porches and patios.
6. Subject to all rights and easements of electric and telephone companies and all other utilities heretofore granted and which may hereafter be granted by the seller.
7. No husbandry of animals or fowl shall be conducted or maintained upon the said premises, but this provision shall not apply to the keeping or ordinary household pets or twelve (12) or less chickens or ducks.
8. Except as to Parcel A on the plat of Graceland Shores as recorded in the above referenced plat book, the land shall be used for residential purposes only, except those lots which may, from time to time, be designated by seller, its successors or assigns, for recreational purposes.

C.R. 204 PAGE 549

INDEXED

9. These restrictions shall be automatically renewed at the expiration of ten (10) years from March 1, 1979, and each ten (10) years thereafter unless revoked by a majority of the lot owners. Said revocation must be in writing and filed of record in the public records of Levy County, Florida.

10. Seller reserves the right to file subsequent deeds of restrictions regulating the use to which the various unsold Lots can be put. Anything to the contrary notwithstanding.

11. The above restrictions can be modified, altered or changed only in writing by the Seller, except as herein otherwise provided.

12. Seller reserves the right to enter upon the land conveyed at any time to preserve the restrictions, conditions, covenants or agreements herein contained. Invalidation of any of the foregoing restrictive covenants shall not affect the validity of any other such restrictive covenants, which shall remain in full force and effect. The foregoing restrictive covenants are subject to all lawful building and zoning regulations and all governmental laws imposed by regulatory agencies in Levy County, Florida.

13. In the event Seller shall bring any action or proceeding to enforce violation of any of the aforementioned covenants or agreements, Buyer shall be responsible for Seller's attorney fees and all other legal costs in said action.

IN WITNESS WHEREOF, we have hereunto set out hands and seals this 7th day of February, 1983.

Signed, sealed and delivered in the presence of:

Michael C. Logan

Billy Hill

QUAILCO INTERNATIONAL CORPORATION

BY: A. B. Partridge
A. B. PARTRIDGE, President

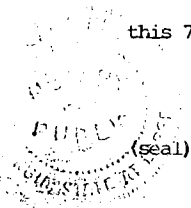
Attest:
Lorette Partridge
LORETTE PARTRIDGE, Secretary

STATE OF GEORGIA
COUNTY OF CLAYTON

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgements, personally appeared A. B. PARTRIDGE and LORETTE PARTRIDGE, President and Secretary respectively of QUAILCO INTERNATIONAL CORPORATION, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me the execution of same.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of February, 1983.

Lena Hill
Notary Public
Notary Public, Georgia, State at Large
My Commission Expires Oct. 15, 1985



R

This instrument prepared by:
Anne Bast Brown, County Attorney
380 South Court Street
Bronson, Florida 32621

COUNTY RELEASE OF EASEMENT

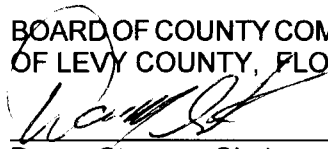
THIS INDENTURE, made the 6th day of September, 2011, by Levy County, Florida, a political subdivision of the State of Florida, party of the first part, and, **Lester and Charlayne Underwood**, owners of record of the underlying real estate, whose mailing address is 19897 S. E. 111th Terrace, Inglis, Florida, 34449-3849, party of the second part;

WITNESSETH, that the said party of the first part does hereby acknowledge that the need for the hereinafter described portion of easement no longer exists and does hereby release to the party of the second part, his, her or their heirs and assigns forever, all the right of the public in and to the following described easement lying and being in Levy County, Florida, to-wit:

A 10' public utility easement lying 5' on the Southerly boundary of Lot 48 and 5' on the Northerly boundary of Lot 49, Block E, Graceland Shores as per plat thereof recorded in Plat Book 5, Pages 67 and 67 A, Public Records of Levy County, Florida.

IN WITNESS WHEREOF, the said party of the first party has caused the presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said Board, the day and year aforesaid.

BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA




Danny Stevens, Chair

ATTEST:
Danny J. Shipp, Clerk of
Circuit Court and Ex-officio
Clerk to the Board of County
Commissioners



Danny J. Shipp, Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



Anne Bast Brown, County Attorney

1070

EASEMENT

PLEASE USE BLACK INK ONLY

This instrument Prepared By:
GREGORY V. BEAUCHAMP, P.A.
P.O. BOX 1129
CHIEFLAND, FL. 32644

(Recorder's Space)

County: LEVY

Location No.: 19-SWB4-106

Parcel No.: 15620-000-00

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, LESTER & CHARLAYNE UNDERWOOD whose address is 19897 SE 111th TER, INGLE FL 34449 hereinafter called "GRANTOR," in consideration of the sum of \$1.00 and other valuable considerations, the receipt of which hereby acknowledged, grant and convey to CENTRAL FLORIDA ELECTRIC COOPERATIVE, INC., P.O. Box 9, Chiefland, Florida 32644, hereinafter called "GRANTEE," its successors, lessees and assigns, the rights, privilege and easement to construct, reconstruct, operate and maintain in perpetuity or until the use thereof is abandoned, electric transmission and distribution lines and related facilities (including supporting structures, communication and other wires, attachments and accessories desirable herewith) over, upon and across the following described lands in LEVY county, Florida, and referred to hereinafter as the "Easement Area" to wit:

***Insert or attach legal description of property here (As listed on Property Deed)**

GRACELAND STORES Lots 48 & 49 BLK E

Section 34 Township 16 South, Range 17 East

Together with the right to patrol, inspect, alter, improve, repair, rebuild, relocate or remove such lines and related facilities, including the right to increase or decrease the number and type of supporting structures, wires and voltage.

GRANTEE shall have all other rights and privileges reasonable, necessary or convenient for the safe and efficient operation and maintenance of said electric transmission and distribution lines and related facilities, including the right to trim, cut and keep clear trees, limbs and undergrowth said lines.

GRANTOR covenants and agrees that no trees, building, structures or obstacles will be located or constructed within the easement area nor shall ground elevation be altered more than (2) feet.

GRANTOR shall have all rights in and to said easement area compatible with GRANTEE's right to the safe and efficient operation and maintenance of said electric transmission and distribution lines and related facilities, including but not limited to, the right to utilize said easement area for ingress and egress and general farming or pasture purposes, planting low growing shrubbery as beautification, subject, however, to GRANTEE's right to ingress and egress.

GRANTOR warrants and covenants that is has the right to convey this easement and that GRANTEE shall have quiet and peaceful possession, use and enjoyment of same.

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 set its hand and seal this 9 day of NOV, 2011.

Signed, sealed and delivered in the presence of

Two (2) witnesses

GRANTOR:

Kelley Futch Kelley Futch Lester Underwood LESTER UNDERWOOD
Witness Signature Print Name Signature Print Name

Cameron Beauchamp Cameron Beauchamp Charlayne Franks Underwood Charlayne Franks Underwood
Witness Signature Print Name Signature Print Name

STATE OF FLORIDA The foregoing instrument was acknowledged before me this 11-9-2011 (Date)

COUNTY OF LEVY by LESTER & CHARLAYNE UNDERWOOD who is personally known to me or who has (Name of person acknowledging)



Produced DR LIC as identification. (Type of Identification)

Kelley Futch Notary Public, Comm. No. DD 737194
(Signature)

Kelley L. Futch
(Name of Notary Public typed, printed or stamped)

(SEAL ABOVE)

This document prepared by: *Ronald W. STEVANS PO Box 111111 DIRMOR, FL*
** Return to: Lester & Charlayne Underwood*
PM 19897 DE 11th Terr
Jingis, FL 34449

UNITY OF TITLE INSTRUMENT

In consideration of Levy County treating the following described real property as a single Lot for purposes of issuing a development permit and for other good and valuable consideration, *☉* the undersigned, *Lester and Charlayne Underwood*, hereby agrees to restrict the use of that property described as follows:

[Lot 48 Block E Graceland-Shores Plat BK 5 Pg 67-67A

and

[Lot 49 Block E Graceland Shores " "

all in the public records of Levy County, Florida in the following manner: *OR BK 1235 Page 5B3*

1. That said property shall be considered one Lot such that only one (1) Single-Family Residential Unit is, can, or will be constructed or sited thereon in accordance with applicable laws and regulations;
2. That no portion of the property described above shall hereafter be sold, transferred, devised or assigned separately, except in its entirety as one plot or parcel of land; and
3. That this condition, restriction, and limitation shall be deemed a covenant running with the land and shall remain in full force and effect, and be binding upon the property owner, the property owner's heirs and assigns, until such time as the same may be released in writing by the Board of County Commissioners of Levy County.

4. The undersigned further agrees that this instrument shall be recorded in the public records of Levy County.

I hereby certify that the information contained in this document are true and correct, and that I am the legal owner of the above described property.

11-4-11
Date
X Lester Underwood
Lester Underwood
Owner Signature

STATE OF FLORIDA
COUNTY OF Levy

Charlayne J Underwood
Owner Signature Charlayne Franks Underwood

Sworn to and scribed before me this 4 Day of November
20 11,

by (name) Lester Harbin Underwood + Charlayne Franks Underwood.
(Printed)

Personally known _____ Or Produced Identification

(Type) FLDL + TADL



Leah H Wilkerson
Notary Signature
Leah H Wilkerson
Notary (printed)