

# 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.

LITTLE LAKE ACRES  
Unrecorded Plat Book 1  
page 30

TICKLARGE SUBDIVISION, Plat Book 2, page 15

The NW 1/4 of the SW 1/4 of the SW 1/4 of Sec. 34, T. 16S., R. 17E., S. 34

The SE 1/4 of the SW 1/4 of the SW 1/4 of Sec. 34, T. 16S., R. 17E., S. 34



**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 as being owned by Graceland Shores, Inc. in the plat book 5, page 22 of the Public Records of Levy County, Florida, is hereby subdivided into 80 lots, more or less, as shown on this plat. The lots are numbered as follows: Lot 1 through Lot 20, Block 2; Lot 21 through Lot 40, Block 3; Lot 41 through Lot 60, Block 4; and Lot 61 through Lot 80, Block 5. All lots are more or less as shown on this plat. ALSO LESS and EXCEPT lots 11 and 12, Block 4; and lots 22, 23 and 24, Block 5. IN "RIVERLAKE ESTATES" according to plat recorded in Plat Book 5, page 22, 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 real estate included in this plat does hereby authorize the same to be recorded in the Public Records of Levy County, Florida and does hereby dedicate to the public use the streets shown herein.

Witness my hand and seal this 21st day of June, 1978 A.D.

*Grace Hoffman*  
President, Graceland Shores, Inc.  
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 declaration to be her free and voluntary act. Witness my hand and seal this 21st day of June, 1978 A.D.

*John L. Smith*  
Notary Public, State of Florida. My Commission Expires: Nov. 1, 1981

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

*David M. Craft*  
David M. Craft, Lev. Land Surveyor  
P.O. Box No. 6000

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

*Rosary 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*  
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.

*Patricia Saffell*  
Board of County Commissioners, Chairman  
Attest:  
*Patricia Saffell*

**CLERK'S APPROVAL:** This plat has been filed for record in the Public Records of Levy County this 22nd day of August 1978 A.D.

*Douglas M. McKay*  
Clerk  
Douglas McKay, Saffell, P.C.

**SUPERVISOR'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.

900 modification of Restrictions (O.R. 156/449-451)  
See O.R. 204/547  
This 11th day of July 1983  
Douglas M. McKay, Clerk  
Douglas McKay, Saffell, P.C.

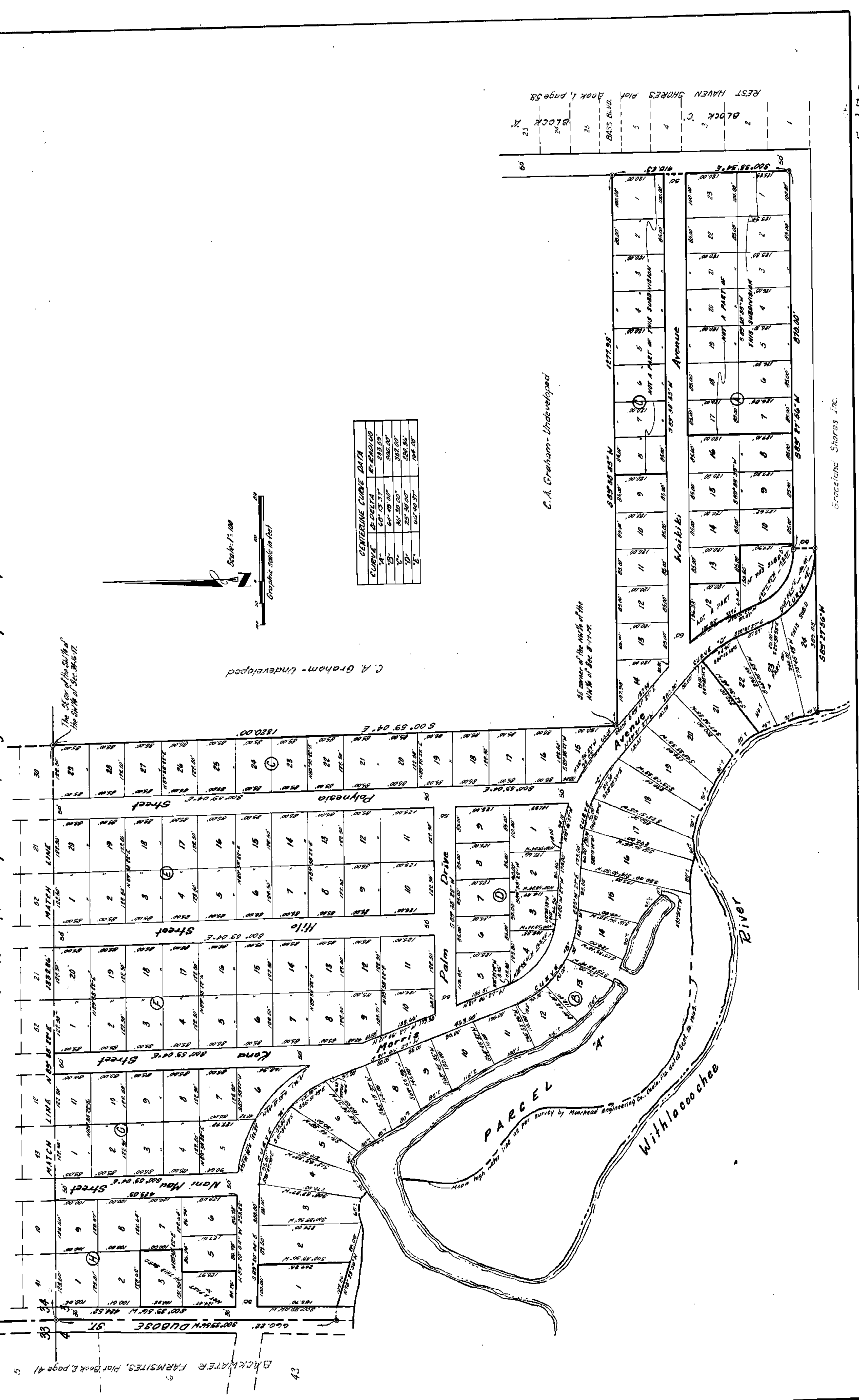
DANIEL M. GIBBY, P.L.S.  
LAND SURVEYING  
PO BOX 467 - PA 466-2035  
APODUSA, FLORIDA

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.

# 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.



CENTERLINE CURVE DATA

CURVE	Δ DELTA	R-RADIUS
A	65° 12' 37"	293.53'
B	64° 49' 10"	290.04'
C	56° 39' 00"	357.00'
D	25° 30' 00"	284.84'
E	60° 40' 37"	164.18'

C. A. Graham - Undeveloped

C. A. Graham - Undeveloped

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.

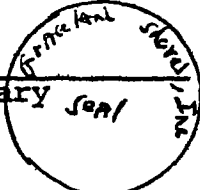
IN WITNESS WHEREOF, we have hereunto set our hands and seals this 22 day of February, 1979.

Signed, sealed and delivered in the presence of:

GRACELAND SHORES, INC.

Charlotte W. Party  
Joseph [Signature]

BY: Grace E. Huffman  
President

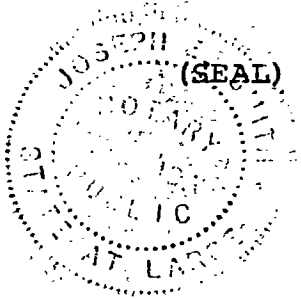
Attest:  
Agnes H. Joyner  
Secretary 

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 (SEAL)  
A.B. PARTRIDGE

Dore Briggs  
WITNESS

GEORGIA  
CLAYTON COUNTY

O.R. 187 PAGE 510 INDEXED

FILED  
1982 FEB - 8 AM 11:58  
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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. McFay  
CLERK OF CIRCUIT COURT  
LEVY COUNTY, FLORIDA

1982 APR 30 PM 4 22

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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.

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

Prepared by  
Gwen S. Johnson  
409 Arrowhead Blvd  
Suite A-6  
Jonesboro, Ga.  
30236

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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.

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CLERK OF COUNTY COURT  
LEWIS J. M. MOY

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.

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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

