

Prepared by and return to:
Allen Scott
Scott & Sheppard, P.A.
99 Orange Street
St. Augustine, Florida 32084

* OFFICIAL RECORDS *
BK 964 PG 529

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
WELAKA VILLAGE**

THIS DECLARATION ("Declaration") made as of the date hereinafter set forth, by American Investment Associates Incorporated, a Florida corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of that certain real property, situate, lying and being in the Town of Welaka, Putnam County, Florida, which property is more particularly described in Exhibit "A" attached hereto (hereinafter referred to as "the Property"); and

WHEREAS, the aforesaid real property is not subject to any covenants or restrictions of record; and

WHEREAS, Declarant desires to place covenants and restrictions of record as to said real property and to limit the use of same to the extent and for the purposes hereinafter set forth; and

NOW, THEREFORE, Declarant hereby declares that the real property more particularly described in Exhibit "A" attached hereto, and any additional property made subject to this Declaration, shall be held, sold, and conveyed subject to the following easements, covenants, conditions and restrictions, all of which are for the purpose of protecting the value and desirability of, and which shall be covenants and restrictions to run with the Property, and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Unless the context expressly requires otherwise, the words defined below, whenever used in this Declaration shall have the following meanings:

1.1 "Declarant" shall mean and refer to American Investment Associates Incorporated, a Florida corporation, its successors and assigns, provided such successors or assigns acquire more than one (1) undeveloped lot from Declarant for the purpose of development.

1.2 "Lot" shall mean and refer to any plot of land together with the improvements thereon, shown on the recorded Subdivision Plat referred to herein and any subsequently recorded Subdivision Plat of any additional contiguous land made subject to this Declaration.

1.3 "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any Lot shown on the Subdivision Plat referred to herein and any Subdivision Plat of additional contiguous land made subject to this

Declaration, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

1.4 "Property" shall mean and refer to that certain real Property described in Exhibit "A" attached hereto, together with improvements thereon and any additional contiguous Property made subject to this Declaration.

1.5 "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system.

ARTICLE II

SUBDIVISION PLAT

2.1 This Declaration of Covenants and Restrictions shall apply to and run with title to all the lands described in the plat of Welaka Village Unit 1 as recorded in Plat Book 6, page 83 of the public records of Putnam County, Florida, together with any subsequently recorded Subdivision Plat of any additional contiguous land made subject to this Declaration by Declarant or its successors and/or assigns.

ARTICLE III

ARCHITECTURAL CONTROL

3.1 No buildings or structures, fences, mailboxes, walls, landscaping or exterior lighting plan or other improvements other than those erected by Declarant, shall be commenced, erected or maintained upon the Property, nor shall any grading, excavating, or tree removal be commenced, exterior addition to or change be made until all construction, grading and landscape plans and specifications showing the nature, kind, shape, height, color, materials and location of the same have been submitted to and approved in writing by the Architectural Control Committee (the "Committee") composed of the Declarant, or such agent or agents as may be appointed by the Declarant, in its sole discretion, as to quality of workmanship and materials, harmony of external design with existing buildings or structures, location of said building or structure with respect to topography and finish grade elevation and as to compliance with the provisions of this Declaration. Said plans shall be either approved or disapproved by the Committee within thirty (30) days following submittal of same. Construction of approved improvements shall be completed within a period of six (6) months from the date construction is begun or such longer period of time as may be approved by the Committee in its sole discretion. Declarant shall have the absolute right serve as the Committee so long as Declarant and/or its successor or assign owns any Lot in the Property.

3.2 The Committee shall have the following powers and duties:

3.2.1 To draft and adopt, from time to time, architectural planning criteria, standards and guidelines relative to architectural styles or details and rules and regulations regarding the form and content of plans and specifications to be submitted for approval all as it may consider necessary or appropriate.

3.2.2 To require submission to the Committee of two (2) complete sets of preliminary and final plans and specifications as hereinafter defined for any buildings or structures of any kind, including, without limitation, any dwelling, fence, wall, sign, site paving, grading, parking and building additions, alterations, screen enclosure, in ground pool, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, or exterior lighting scheme ("Proposed Improvement") the construction or placement of which is proposed upon any Lot or the Property, together with a copy of any building permits which may be required. The Committee may also require submission of samples of building materials and colors proposed for use on any Lot or

the Property, and may require such additional information as reasonably may be necessary for the Committee to completely evaluate the proposed structure or improvement in accordance with the Declaration and the Architectural Planning Criteria adopted by the Committee.

3.2.3 To approve or disapprove any Proposed Improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot or the Property and to approve or disapprove any exterior additions, changes, modifications or alterations including the color thereof, therein or thereon.

3.2.4 To evaluate each application for the total effect, including the manner in which the homesite is developed. This evaluation relates to matters of judgment and taste which cannot be reduced to a simple list of measurable criteria. It is possible, therefore, that a Proposed Improvement might meet individual criteria delineated in this Article and the Architectural Planning Criteria and still not receive approval, if in the sole judgment of the Committee, its overall aesthetic impact is unacceptable. The approval of an application for one Proposed Improvement shall not be construed as creating any obligation on the part of the Committee to approve applications involving similar designs for Proposed Improvements pertaining to different Lots.

3.2.5 If any Proposed Improvement as aforesaid shall be changed, modified or altered without prior approval of the Committee of such change, modification or alteration, and the plans and specifications therefore, if any, then the Owner shall, upon demand, cause the Proposed Improvement to be restored to comply with the original plans and specifications, or the plans and specifications originally approved by the Committee, and shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the Committee.

3.2.6 In addition, any Owner making or causing to be made any Proposed Improvement or additions to the Property or a Lot agrees and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns to hold the Committee, Declarant and all the Owners harmless from any liability, damage to the Property and from expenses arising from any Proposed Improvement and such Owner shall be solely responsible for the maintenance, repair and insurance of any Proposed Improvement and for assuring that the Proposed Improvement meets with all applicable governmental approvals, rules and regulations.

3.2.7 The Committee is hereby authorized to make such charges as it deems necessary to cover the cost of review of the plans and specifications.

3.2.8 Declarant reserves the absolute right and discretion, but not the duty, to set over and to assign to an association of Lot owners formed for such purpose, all the rights, powers, privileges, duties and immunities of the Architectural Control Committee upon sale of the last Lot owned by the Declarant.

ARTICLE IV **USE RESTRICTIONS**

4.1 No Lot shall be used for any purpose except residential. No building other than one (1) single-family dwelling of conventional or manufactured origin, including double-wide mobile homes less than six (6) months old, of a height not to exceed thirty-five feet (35'), may be constructed or placed on any one (1) Lot. No singlewide mobile homes shall be permitted on any Lot. All garages, utility rooms, porches and screened-in areas shall be designed in harmony with the dwelling. No single-family dwelling shall be constructed or placed on any Lot containing less than 1,000 square feet of heated and cooled living area, for a one (1) story dwelling, nor less than eight hundred (800) square feet of ground floor area for a dwelling of more than one (1) story, with a minimum of four hundred (400) square feet in additional stories. Garages, utility rooms, porches and screen-in areas shall be in addition to the minimum 1,000 square feet of living area and not considered a part thereof. All front yards shall be sodded and landscaped from the edge of the paved roadway to the foundation of the dwelling. Each Lot shall have a concrete driveway with a concrete walkway to the front entrance of the residence. All

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manufactured/mobile homes shall have shingle roofs or other roofing finish approved by the Committee, and either vinyl, metal lap, hardiplank, stucco or wood siding. No business, commercial buildings or equipment may be erected, kept or maintained on any Lot.

4.2 No dwelling or other building shall be erected less than twenty feet (20') from the front lot line, ten feet (10') from the rear lot line or less than eight feet (8') from the boundary of any other lot of different ownership or street. All setbacks shall be measured from the exterior wall of the dwelling or building to applicable lot line. Eaves and cornices of any dwelling or building may project beyond the setback limits herein established. Provided, however, that accessory uses, including but not limited to in-ground pools, spas, patios and screen enclosures may be located within five feet (5') of side and rear lot lines, outside of jurisdictional areas. A dwelling may be located upon a single-family lot or on a combination of lots and, in such event, the setback lines shall apply to the most exterior lot lines.

4.3 No wall, fence or hedge which is over four feet (4') in height shall be permitted upon any Lot. No fence shall be constructed roadward of the front face of a dwelling, or constructed in such a manner as to obstruct or impair any easement. All walls or fences must have prior approval from the Committee as to type, location, size or construction thereof. No walls or fences may be installed from the front of a residence to the front lot line.

4.4 No wheeled vehicles of any kind, including trailers, boats or campers may be kept or parked on any Lot or driveway unless same are completely inside a garage, carport, or other structure approved by the Committee. Provided, however, private automobiles of the occupants and guests bearing no commercial signs may be parked in the driveway of a Lot. Other vehicles may be parked in driveways or parking areas during necessary times solely for pick-up and delivery purposes.

4.5 No livestock, poultry or animals of any kind or size shall be raised, bred or kept on any Lot. Provided, however, that dogs, cats or other domesticated household pets may be raised and kept provided such pets shall not exceed two (2) in number. No such pets shall be allowed on the Property other than on the Lot of the Owner of such pets, unless confined to a leash. Every pet owner shall be responsible for immediate sanitary disposal of pet excrement on the Property.

4.6 Persistently barking dogs, or dogs running at large, or in packs, shall constitute a nuisance, per se, and a violation of Restriction 4.9 hereof.

4.7 No portion of a Lot shall be used as a drying or hanging area for laundry of any kind and no clotheslines shall be permitted.

4.8 Subject to the provisions of 4.2 hereof, no Lot or Lots shall be resubdivided.

4.9 No immoral, unlawful, noxious or offensive activity shall be carried on upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity

4.10 No structure of a temporary character, tent, shack, garage, barn, trailer or other outbuilding shall be used on a Lot as a residence either temporarily or permanently.

4.11 No Lot shall be used or maintained as a dumping ground for rubbish and trash. Garbage or other waste shall only be kept in sanitary containers. No mining or excavating operations of any kind shall be permitted upon or in any Lot. All lawns, grounds and landscaping shall be mowed and maintained by the Lot Owner in a neat and orderly fashion free of all rubbish, trash, garbage and all unsightly weeds and underbrush.

4.12 In the event any Owner fails to mow and maintain his Lot in the manner required by 4.11 hereof, or to maintain the structures and improvements on such Lot in a good and workmanlike manner, or in a neat and clean appearance, the Declarant, the Committee

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and/or their successors and assigns may, thirty (30) days after delivery of written notice to such Owner, authorize their agents to enter upon the Lot and perform any necessary maintenance at the expense of the Owner and such entry upon the Lot will not be deemed a trespass and such Owner shall hold the Declarant, the Committee, and their agents, successors and assigns harmless from all liability therefrom. Such expense may be collected in the manner specified in Article V hereof.

4.13 No sign of any kind shall be displayed on any Lot except approved signs showing the Owners' name and number of residence and temporary "For Sale" or "For Rent" signs containing less than four (4) square feet of display area. All of the above signs must be approved by the Committee prior to installation.

4.14 No satellite dishes shall be installed which exceed twenty-four inches (24") in diameter, unless approved by the Committee.

4.15 No tree of a diameter in excess of six inches (6") at a height of six feet (6') above ground level may be removed from a Lot without the approval of the Committee. All requests for tree removal shall be submitted to the Committee along with a site plan showing the location of such tree or trees.

4.16 The Committee may require any Owner who violates 4.15 above, to replace trees removed without approval with trees of like kind and size, within thirty (30) days after written demand by the Committee. If an Owner fails or refuses to replace the trees as demanded, the Committee may replace the trees removed with trees of like kind and size and the cost thereof shall become a lien on the Lot subject to enforcement and collection as provided in Article V hereof.

4.17 No window air conditioning units may be placed in any window of a residence which is visible from the street.

4.18 If the Declarant elects not to install a mail sub-station within the Property, all mailboxes shall be uniform, designed and constructed in accordance with specifications promulgated by the Committee. If a mail sub-station is installed by Declarant, no other mailboxes shall be permitted.

4.19 All pumps and piping installed on lots for water systems shall be underground, or if above ground, shall be enclosed in a structure which is in conformity with the residence and approved by the Architectural Control Committee. All wells installed on the property shall be installed in compliance with all governmental regulations. No wells shall be installed within easement areas. Water from wells may only be used for irrigation, swimming pools, air conditioning and lawn watering.

4.20 All potable water and sewage service shall be provided through a central system operated and maintained by the Town of Welaka, Florida. No toxic or dangerous chemicals or other materials shall be discharged into the sanitary sewage system. Each Lot Owner shall be personally responsible for compliance with all laws, rules, ordinances and regulations applicable to the use of municipal sewer and water services.

4.21 All manufactured and mobile homes shall be placed, supported and skirted in such manner and with such materials as may be approved in advance by the Committee.

4.22 No above-ground pools shall be permitted on any Lot.

4.23 The repair of automobiles, appliances, equipment, recreational vehicles, boats, motors, trailers and the like shall be conducted only within a garage or enclosed building.

4.24 Hunting and the discharge of firearms of any kind is prohibited on the Property and on the individual Lots therein.

ARTICLE V
ENFORCEMENT

5.1 If any person or entity shall violate or attempt to violate any of the provisions of this Declaration, it shall be lawful for the Declarant, the Committee or any Lot Owner to (i) institute proceedings at law for the recovery of damages or (ii) maintain a proceeding in equity for the purpose of preventing, or for the enjoining of, all or any such violations or attempted violations. Failure by the Declarant, the Committee or any Owner to enforce any provision of this Declaration shall not at any time be deemed a waiver or estoppel of the right to enforce the same thereafter. Any person or persons, including, without limitation, the Declarant, the Committee or any Owner having rights hereunder who shall bring an action to enforce any provision of this Declaration, shall in addition to injunctive relief and damages for the breach or violation of any provision hereunder, be entitled to recover reasonable attorneys' fees and all costs incurred in the investigation preliminary to the institution of proceedings, as well as the cost of institution and prosecution of such proceedings through the entry of judgment and any successful appeals therefrom. The St. Johns River Water Management District, the Town of Welaka, or any other governmental agency having jurisdiction shall have the right to enforce by proceedings at law or in equity, the provisions of this Declaration dealing with the Surface Water or Storm Water Management Systems, water and sewer facilities, fire protection and other utilities, and roadways and easements.

5.2 In the event that the Declarant, the Committee or their successors and/or assigns are entitled to the recovery of any sum by reason of the enforcement of any of the terms, conditions or provisions of this Declaration, and such sum is not paid within thirty (30) days after demand made to the Lot Owner(s), then such sum together with interest at the highest rate allowed by law, and all costs of collection thereof, including a reasonable attorney's fee at the trial and appellate level, shall become a continuing lien against the Lot. The Declarant, the Committee or their successors and/or assigns may bring an action at law against the Owner personally obligated to pay same, or may foreclose the lien against the Lot as provided herein. The Declarant, the Committee or their successors and/or assigns shall have the right to record a Claim of Lien in the Public Records of Putnam County, Florida, giving notice to all persons that they are asserting a lien upon the Lot. Said Claim of Lien shall state the description of the Lot, name of the record Owner thereof, the amount due and the due date thereof. Such Claim of Lien shall be signed and verified and shall continue in effect until all sums secured by same have been fully paid. Upon full payment of the total amount due, the party making payment shall be entitled to a recordable Satisfaction of Lien. No Owner may waive or escape liability for the assessments provided for herein by abandonment or sale of his Lot.

5.3 Any person acquiring title to a Lot upon which any sum is owed by reason of any violation of this Declaration by the prior Lot Owner shall pay the amount owed to the within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Declarant, the Committee or their successors and/or assigns to record a claim of lien against the Lot and proceed in the same manner as provided in this section for the collection of such unpaid obligations.

5.4 The remedies provided herein shall be in addition to, and not a limitation upon, any other available remedy as provided by law.

ARTICLE VI
EASEMENTS

6.1 For so long as Declarant owns any Lot, Declarant reserves the right without further consent from any other Lot Owners to grant to any public utility company, municipality or other governmental unit, water or sewage company or cable television company an easement over all easements shown on any plat of the Property, and also, in and to, a five foot (5') strip of land located parallel to and along all side and rear lot lines and a ten foot (10') strip of land located along and adjacent to all front lines for all purposes including the right to erect and lay or cause to be erected or laid, constructed,

maintained, removed or repaired all light and telephone poles, wires, water and gas pipes and conduits, catch basins, cable television lines, surface drains, sewage lines and such other customary or usual appurtenances as may, from time to time, in the opinion of Declarant or any utility company or governmental authority, be deemed necessary or advisable. Any purchaser by accepting a deed to any Lot does thereby waive any claim for damages against Declarant, their successors or assigns incurred by the construction, maintenance and repair of said utilities, or on account of temporary or other inconvenience caused thereby.

6.2 The Declarant and/or its successors and assigns shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the system. By this easement, the Declarant shall have the right to enter any portion of any lot which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the St. Johns River Water Management District permit. Additionally, the Declarant shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District or other governmental agency having jurisdiction.

ARTICLE VII **GENERAL PROVISIONS**

7.1 Enforcement of these restrictions by the Declarant or any Lot Owner shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant or restriction either to restrain the violation or to recover damages, or both. The prevailing party in any such action shall be entitled to recover reasonable attorney's fees and court costs at all levels of the proceeding.

7.2 The St. Johns River Water Management District or other governmental agency having jurisdiction shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

7.3 Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any of the other provisions hereof, which shall remain in full force and effect.

7.4 Developer specifically reserves the absolute and unconditional right, so long as it owns any of the Property, to amend this Declaration without the consent of joinder of any party in order to (i) conform to the requirements of the Federal Home Loan Mortgage Association, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages. (ii) to conform to the requirement of the Federal Housing Administration or the Veterans Administration, (iii) to conform to the requirements of institutional mortgage lender(s) or title insurance company(s), or (iv) to perfect, clarify or make internally consistent the provisions herein contained (v) for any other reason so long as no Owner's right to the use and enjoyment of his Lot is materially adversely altered thereby.

7.4 The Declarant reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to release any Lot from any part of this Declaration which has been violated (including violations of building restriction lines) if the Declarant, in its sole judgment, determines such violations to be minor or insubstantial; provided, however, that authority to release such violations shall arise only upon substantial completion of the building upon each Lot, and (c) to comply with any requirement of any mortgagee or any governmental agency or similar entity having jurisdiction over the Property.

7.5 In addition to the rights of the Declarant provided for in Section 7.4 hereof, Declarant shall have the absolute right to amend this Declaration to add any additional contiguous land and make the same subject to this Declaration.

7.6 After sale by Declarant of all Lots, the Lot owners may thereafter, with the consent of not less than seventy-five percent (75%) of all Lot owners, amend or alter this Declaration or any part thereof.

7.7 Any failure of the Declarant or Lot Owners, their successors or assigns to promptly enforce any of the restrictions or covenants contained herein, shall not be deemed a waiver of the right to do so thereafter.

7.8 The Declarant reserves and shall have the sole right to annex additional contiguous land on which additional Lots may be developed and make same subject to this Declaration without the joinder or consent of any Lot Owner, the holder of a mortgage or lien affecting the Property or any other person. The Owners of Lots developed on such contiguous land shall be subject to all covenants, restrictions, rules, and regulations in the same manner and to the same extent as the original Lot Owners.

7.9 Any amendment to the Covenants and Restrictions which alters the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District or other governmental agency having jurisdiction.

7.10 Notwithstanding any other term or condition contained in the Declaration, the Declarant shall have the right to transact upon the Property any business necessary to effect the sale of Lots including, but not limited to, the right to maintain model homes, have signs, and locate a sales office on the Property.

7.11 All rights reserved herein by the Declarant shall be fully assignable and transferable.

7.12 These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming through, by or under them until December 31, 2033. After said date, said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then Owners of the Lots has been recorded agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, the undersigned Declarant has affixed its hand and seal on this 11TH day of DECEMBER, 2003.

Signed, sealed and delivered
In the presence of:

AMERICAN INVESTMENT
ASSOCIATES INCORPORATED,
A Florida corporation

Sandy E. Schander
Witness Sandy E. Schander
(type or print name)

By: [Signature]
Allen C. D. Scott II, President
99 Orange Street
St. Augustine, Florida 32084

Kimberly M. King
Witness Kimberly M. King
(type or print name)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 11TH day of DECEMBER, 2003, by Allen C. D. Scott II, President of American Investment Associates Incorporated, a Florida corporation, on behalf of the corporation, who

is personally known to me or () has produced _____ as identification.



Sandy E. Schonder
Signature of Notary Public
(Name of Notary typed, printed or stamped)

My commission expires:

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, FIRST NATIONAL BANK OF ALACHUA, being the owner and holder of mortgages on that certain property more particularly described herein, said mortgages being recorded in Official Records Book 908, page 880, and Official Records Book 928, page 1916 of the public records of Putnam County, Florida, does hereby consent to and join in the Declaration of Covenants and Restrictions for Welaka Village, said Declaration of Covenants and Restrictions for Welaka Village being dated the 16th day of December, 2003, and executed by American Investment Associates Incorporated, Owner and Declarant.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 19th day of December, 2003.

SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:

FIRST NATIONAL BANK OF ALACHUA

Elaine M Hart
Elaine M Hart
(Print/type name of witness)

Deborah S Gregory
Deborah S Gregory
(Print/type name of witness)

By: E.M. Klipstine
E.M. Klipstine
(Print/type name)

Its Sr. Vice President
(Print/type office)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

BEFORE ME personally appeared E.M. Klipstine to me well known to be the Sr. Vice President (office/position held) of First National Bank of Alachua, organized and existing under the laws of the State of Florida, the lender named in the foregoing instrument, [] personally known to me, or [] produced _____ as identification, who as such officer of said bank executed the same; then and there he did acknowledge before me that said instrument is the free act and deed of said bank by him executed as such officer for the purposes therein expressed; that the seal thereunto attached is the seal by him in like capacity affixed; all under authority in him duly vested.

WITNESS my hand and official seal this 19th day of December, 2003.

ELAINE M. HART
Notary Public, State of Florida
My comm. exp. June 17, 2005
Comm. No. DD 031592

Elaine M Hart
Printed name: Elaine M Hart
Commission Number DD 031592
My commission expires 6/17/05

EXHIBIT "A" TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
WELAKA VILLAGE

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN GOVERNMENT LOTS 5 AND 6,
SECTION 3, TOWNSHIP 12 SOUTH, RANGE 28 EAST; PUTNAM COUNTY
FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST
CORNER OF GOVERNMENT LOT 5 AND RUN THENCE SOUTH
88°37'30" WEST, ALONG THE NORTH LINE OF THE
ANTONIO J. TRIAY GRANT, A DISTANCE OF 967.12 FEET
TO THE POINT OF BEGINNING OF THIS DESCRIPTION.
THENCE CONTINUE SOUTH 88°37'30" WEST, ALONG SAID
GRANT LINE, A DISTANCE OF 1179.84 FEET; THENCE
NORTH 1°22'07" WEST 1094.57 FEET; THENCE NORTH 88°43'42" EAST
632.30 FEET; THENCE NORTH 1°22'07" WEST 285.56 FEET
TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY
ROAD 308B (A 66' WIDE COUNTY ROADWAY); THENCE
NORTH 65°10'47" EAST 87.89 FEET TO A POINT AT THE BEGINNING
OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A
RADIUS OF 1067.05 FEET AND A CENTRAL ANGLE OF
19°38'26", THENCE ALONG SAID CURVE AN ARC DISTANCE OF
365.78 FEET TO THE POINT OF TANGENCY OF SAID CURVE;
THENCE NORTH 84°49'13" EAST 113.42 FEET; THENCE
SOUTH 1°22'06" EAST 1507.23 FEET TO THE POINT OF
BEGINNING AND TO CLOSE.

LESS AND EXCEPT THOSE AREAS DEPICTED AS "NOT A PART
OF THIS PLAT" AS REFLECTED IN THE PLAT OF WELAKA VILLAGE
UNIT 1 AS RECORDED IN PLAT BOOK 6, PAGE 83 OF THE
PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

FILE #: 0000486215
RCD: 12/23/2003 @ 12:04



HONORABLE TIM SMITH, CLERK OF COURT
PUTNAM