

3. No house trailer shall be permitted to stay on any lot or public right-of-way. Boats, boat trailers, campers or any other such vehicle, trailer, or vessel shall not be permitted to stay on a public right-of-way or on a lot unless permanently enclosed in a garage and screened from view of adjoining lots, streets and common areas. Temporary buildings and other structures, including trailers, shall be permitted during the construction period of houses or as a temporary real estate sales office of Developers for the sale of land and residences. No garage, out-building or other appurtenant structure shall be used for residential purposes, either temporarily or permanently, except such housetrailer as may be required by Developers for agents or employees during the period of time the property is being developed.

4. No house or other structure on any lot shall be used for commercial or business purposes. Each Owner and their guests shall refrain from any act or use of his lot which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No noxious, offensive or illegal activity shall be carried on upon any lot. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever nor shall any substance, thing or material be kept upon any lot which will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pickup by garbage and trash removal service units. All garbage cans shall be screened from view from any street in the subdivision. In the event that any Owner of any developed lot fails or refuses to keep such property free from any of the foregoing unsightly items, weeds or underbrush, the Association may, at its option, ten (10) days after posting a notice thereon or mailing a notice to said Owner at his property address requesting Owner to comply with requirements of this paragraph, enter and remove all such unsightly items and growth at said Owner's expense, and Owner shall be personally liable to the Association for the costs of removal, and the costs until paid shall be a permanent charge and lien upon said lot. By acquiring property subject to these restrictions, each and every Owner agrees to pay such costs promptly upon demand by the Association, their agents, assigns, or representatives. No such entry as provided herein shall be deemed as a trespass. The provisions of this section shall not apply to lots upon which houses are under construction.

5. No window air-conditioning units shall be installed without prior written approval of the Committee.

6. No vehicles shall be parked on any street or on the lawn of any residence for a period of time in excess of five (5) hours. The Association may issue permits to extend this time.

Section 7. Fences, Hedges and Landscaping.

1. All the landscape plans, fences and hedges must receive prior written approval from the Committee before implementation. Landscaping shall include not less than three (3) shade trees per lot.

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2. Boundary walls, excluding party walls, may be erected and hedges grown but no higher than three (3) feet between the street right-of-way and the minimum building setback line. No fence of any type shall be permitted between the street right-of-way and the minimum building setback line. Fences, boundary walls and hedges shall not exceed six (6) feet in height between the minimum building setback line, the utility easement along the rear property line and the side lines unless written approval is received from the Committee. No fence, boundary wall or hedge shall be erected nearer than one (1) foot to any side line or back line of any lot, except that adjoining property Owners may mutually agree to build a common fence and, in such event, the common fence may be placed on the property line.

Section 8. Bird and Wildlife Sanctuary. The land subject to these restrictions shall be considered a bird and wildlife sanctuary and the molesting, taking or destroying of birds and/or wildlife is prohibited. This does not prohibit the taking of gamefish as provided under the Laws of the State of Florida.

Section 9. Animals.

1. No animals, livestock or poultry of any kind shall be raised, bred, pastured or maintained on any lot, except household pets for the sole pleasure and purpose of the occupants but not for any commercial use or purpose. Birds shall be confined in cages.

2. No person owning or having possession, charge, custody or control of any dog or cat shall cause, permit or allow the dog or cat to stray, run, be, go or in any other manner to be unattended in or upon any public street, sidewalk or park or on private property of others without the express or implied consent of the Owner of such private property.

2. All residential utility service lines (including, without limitation, electricity, telephone, any and all types of radio and television lines, cables, etc.) to the lots shall be underground; provided however, this restriction shall not be construed to prohibit the installation or construction of one or more central utility service relay lines in the event such is, in the Committee's sole discretion deemed necessary.

3. When a central water and/or central sewage system is installed in this subdivision, property Owners by acceptance of a deed or contract for deed to property in the subdivision agree that they shall connect to said system or systems and agree to pay the required connection fee and monthly service charge and any prorata assessments for the installation of the systems.

4. Developers are presently negotiating with a power company for the formation of a lighting district and in the event such lighting district is formed, Owner hereby agrees that he shall pay a prorata share of the costs of said lighting district, and Owner hereby gives Developers authority to vote for him in any election which may be held in connection with the forming of said lighting district and/or to petition the proper governmental body on Owner's behalf for the formation of such lighting district.

Section 13. Wells and Lakes.

1. Except with the prior written approval and permission of the Committee, no water well shall be sunk or drilled on any lot. However, Developers reserve the right to locate wells, pumping stations and tanks within residential areas or any open space, or on any lot designated for such use by Developers.

2. The Developers and their agents or their assigns and/or the Association shall have the sole and absolute right, but no obligation, to control the water level of the lakes and water ways located within Lake Padgett Estates East and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in lakes and water ways. Developers may restrict or prohibit fishing within the lakes and water ways until October 1, 1975.

3. No lot Owner or resident shall have any right to pump or otherwise remove any water from the lakes for the purpose of irrigation or other use nor to place rocks, stones, trash, garbage, sewage, water discharged from swimming pools or heating or air-conditioning systems, waste water (other than surface drainage) rubbish, debris, ashes or other refuse in any of the lakes and water ways.

4. No boat shall be operated on any water ways in excess of four (4) miles per hour and no internal combustion engines shall be used on these water ways, except those which may be used by the Developers or the Association for maintenance.

5. Only boats of Members of Lake Padgett Estates East Property Owners Association, Inc., shall be allowed in the waters of Lake Padgett Estates East and all boats shall have affixed thereto a decal to be provided by the Association. The Association shall bear the cost of the decal which will be designed by the architectural committee.

6. No boats shall remain in the waters of Lake Padgett Estates East when not in use.

7. All Members of the Association shall abide by all by-laws and rules of the Association including but not limited to those pertaining to the use of boats in the waters of Lake Padgett Estates East and the "rules of the road" for boats.

8. The Developer and/or the Association shall have the right to limit the number of boats at the recreation areas.

Section 14. Vehicles.

1. No two and/or three wheel vehicles propelled by internal combustion engines shall be allowed on the property covered by these restrictions and no vehicles of any type without mufflers shall be allowed on this property. Speeds in excess of thirty (30) miles per hour are prohibited on any street or road passing through this property.

2. The Owners, their visitors and guests shall abide by all traffic control devices and signs and all traffic rules and regulations including any rules pertaining to any guard houses which may be installed.

3. All Members of the Lake Padgett Estates East Property Owners Association, Inc., shall have affixed to their automobiles a decal which will be provided by the Association and which shall be used as directed by the Association. The Association shall bear the cost of the decal which shall be designed by the architectural committee.

Section 15. Visitors and Guests of Owners. The Developers and the Association shall have the right to require visitors or guests of the Owners to leave the subdivision when they violate any of the rules or regulations of the Association or any of these restrictions. A violation of any of said rules, regulations or restrictions by a visitor or guest of an Owner shall be considered a violation of the rules, regulations and restrictions by the Owner.

Section 16. Noxious Activities.

1. The pursuit of hobbies or other inherently dangerous activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might cause disorderly, unsightly or unkept conditions; the shooting of firearms, fireworks or pyrotechnic devices of any type or size; and other such activities shall not be pursued or undertaken on any part of any lot or the Common Areas without the consent of the Developers or Association.

2. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

3. No commercial vehicles of any type shall be permitted to remain over-night on the property of a private dwelling within the Lake Padgett Estates East, unless garaged, other than as may be used by the Developers or other builders in conjunction with building operations.

4. No private trucks or trailers and no unlicensed motor vehicle of any type shall be permitted to remain overnight on the property of a private dwelling, unless garaged.

Section 17. Storage of Materials.

1. Incinerators for garbage, trash or other refuse shall not be used nor permitted to be erected or placed on any lot. Any and all equipment, coolers, woodpiles, garbage cans, refuse or storage piles placed on a lot (whether temporary or permanent) shall be walled in to conceal same from the view of the neighboring lots, roads, streets, the waterfront or open areas. Plans for all screens, walls, and enclosures must be approved by the Committee prior to construction.

2. No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, mechanical devices or any other thing

used for building purposes shall be stored on any lot except for the purpose of construction on such lot and shall not be stored on such lot for longer than the length of time reasonably necessary for the construction of completion of the improvement in which same is to be used.

3. No exposed above-ground tanks will be permitted for the storage of fuel or water or any other substance, except for water tanks that may be constructed by the Developers for the storage of potable water for the community, fuel tanks for Developers' use during building operations and fuel tanks used by home, road and water and sewer contractors.

Section 18. Swimming Pools. Swimming pools shall not be nearer than ten (10) feet to any lot line and must be located to the rear of the main building.

Section 19. Sprinkling Systems. All lots must have one hundred percent (100%) underground sprinkling coverage in operable condition within sixty (60) days after a building has been completed upon the lot.

Section 20. Solicitors. No solicitors shall be allowed in Lake Padgett Estates East without the consent of the Developers and/or the Association.

Section 21. Miscellaneous.

1. No Owner shall excavate or extract earth from any of the lots subject to the Declaration for any business or other commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots. No lot shall be increased in size by filling in the water it abutts.

2. No privies or outside toilet facilities shall be constructed or maintained on any lot. Any individual sewerage disposal system ("septic tank") permitted by the Committee (any other provisions herein or any other written statement to the contrary notwithstanding) shall also be of a type approved or recommended by the State and local Departments of Health and shall be maintained by each Owner at all times in the proper sanitary condition in accordance with applicable State and County sanitation laws. Upon completion of such approved facilities, all plumbing and other sanitary systems must be approved by the Committee in addition to State and local health officials.

ARTICLE VII

TIME LIMIT TO BUILD, CONTRACTORS
AND GOVERNMENTAL RESTRICTIONS

Section 1. Time Limit to Build.

1. Construction of the exterior and interior of any structure shall be completed within one hundred eighty (180) days from the date of commencement of construction thereof; provided however, that the Committee may grant a reasonable time extension upon receipt of a written application for such extension by the Owner, which application shall advise the number of days for which the extension is requested and the reason that such an extension is necessary.

*Amended
See OR 726 page 107*

12 months

DELETE
*See pag
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2. The construction of any building in the subdivision shall be diligently pursued to completion within a reasonable time after such work has begun.

Section 2. Contractors. All buildings placed on any of the lots within Lake Padgett Estates East shall be erected by licensed contractors of Pasco County, Florida.

Section 3. Governmental Restrictions. Each Owner shall observe all governmental building codes, health regulations, zoning restrictions and other regulations applicable to his lot. In the event of any conflict between any provisions of any such governmental code, regulation or restriction and any provision of this Declaration, the restrictive provision shall apply.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Duration. The foregoing restrictions shall be construed to be covenants running with the land and shall be binding and effective until December 31, 1999, at which time they shall be automatically extended for successive periods of ten (10) years each unless approved by no less than two-thirds (2/3) of the total votes of both classes of membership cast in person or by proxy to change, amend or revoke the restrictions in whole or in part. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided in this Article.

Section 2. Amendment. The covenants and restrictions of this Declaration as they pertain to the lots and other properties within Lake Padgett Estates East may be amended at any time and from time to time during the period of any extension or renewal thereof, by an agreement signed (a) by Developers, if they are the Owner of any lots then subject hereto; and (b) to the extent permitted by law, by at least two-thirds (2/3) of the Owners whose lots are then subject hereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. By way of clarification, this process of amendment does not apply to "additions". Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be amended as provided herein.

Section 3. Enforcement. If any person, firm or corporation shall violate or attempt to violate any of these restrictions, it shall be lawful for any other person, firm or corporation owning any property within Lake Padgett Estates East to bring an action against the violating party at law or in equity for any claim which these restrictions may create in such other Owner or interested party either to prevent said person, firm or corporation from so doing such acts or to recover damages for such violation. The provisions of this Section are in addition to and separate from the rights of the Association to collect Association fees. Any failure by Developers or any property Owner to enforce any of said covenants and restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter. Invalidity of any one or more of these restrictions by judgment or court order shall neither affect any of the other provisions not expressly held

to be void nor the provisions so voided in circumstances or application other than those expressly invalidated, and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to circumstances other than those expressly invalidated.

Section 4. Delegation and Assignability. Developers shall at all times and from time to time have the right to delegate any and all functions herein reserved to Developers. Further notwithstanding any other provision contained herein to the contrary, Developers shall have the right at all times and from time to time to fully transfer, convey and assign all or any part of its right, title and interest (whether real or personal) in and to common properties; provided however, that any such transferee, grantee or assignee shall take such rights subject to all obligations of Developers also herein contained in respect thereto and such transferee, grantee or assignee shall be deemed to have assumed the same. In the event of any such sale, transfer or conveyance, said Developers shall not be relieved of liability resulting from this failure to perform or negligent performance of his obligation under these covenants prior to such sale, transfer or conveyance. Developers shall not, however, be liable to any person for any injury or loss resulting from failure of performance or negligent performance of Developers' obligations under these covenants arising after such sale, transfer or conveyance.

Section 5. Headings and Binding Effect. Headings are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying the particular paragraphs to which they refer. The covenants, agreements and rights set forth herein shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the Developers and all persons claiming by, through or under Developers.

Section 6. Unintentional Violation of Restrictions. In the event of unintentional violations of any of the foregoing restrictions with respect to any lot, the Developers or their successors reserve the right (by and with the mutual written consent of the Owner or Owners for the time being of such lot) to change, amend, or release any of the foregoing restrictions as the same may apply to that particular lot.

IN WITNESS WHEREOF, the Developers have executed this Declaration this 26th day of November, 1973

Witnesses:

Bruce Caldwell
Barbara Moore

[Signature] (SEAL)
B. D. Covington, Jr.
Joyce Covington (SEAL)
Joyce Covington

COVINGTON PROPERTIES, INC.
By: [Signature]
B. D. Covington, Jr., President

LAKE PADGETT ESTATES, LTD.
By
COVINGTON PROPERTIES, INC.
sole general partner
By: [Signature]
B. D. Covington, Jr., President

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I HEREBY CERTIFY that on this 26th day of November, 1973, before me personally appeared D. D. COVINGTON, JR., to me known to be the person described in and who executed the foregoing instrument and he acknowledged the execution thereof as his free act and deed and for the uses and purposes therein mentioned.

WITNESS my hand and official seal the date aforesaid.

Sharon M. Woodruff
Notary Public, State of Florida
at Large
My Commission Expires: 6-27-75

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this 26th day of November, 1973, before me personally appeared JOYCE COVINGTON, to me known to be the person described in and who executed the foregoing instrument and she acknowledged the execution thereof as her free act and deed and for the uses and purposes therein mentioned.

WITNESS my hand and official seal the date aforesaid.

Sharon M. Woodruff
Notary Public, State of Florida
at Large
My Commission Expires: 6-27-75

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this 26th day of November 1973, before me personally appeared D. D. COVINGTON, JR., as President of COVINGTON PROPERTIES, INC., sole general partner of LAKE PADGETT ESTATES, LTD., a Florida limited partnership, to me known to be the person described in and who executed the foregoing instrument for and on behalf of and as the act and deed of said limited partnership, for the uses and purposes therein expressed, pursuant to authority lawfully conferred upon him by said limited partnership.

WITNESS my hand and official seal the date aforesaid.

Sharon M. Woodruff
Notary Public, State of Florida
at Large
My Commission Expires: 6-27-75

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this 26th day of November, 1973, before me personally appeared D. D. COVINGTON, JR., as President of COVINGTON PROPERTIES, INC., to me known to be the person described in and who executed the foregoing instrument for and on behalf of and as the act and deed of said limited partnership, for the uses and purposes therein expressed, pursuant to authority lawfully conferred upon him by said limited partnership.

WITNESS my hand and official seal the date aforesaid.

6-27-75

Sharon M. Woodruff
Notary Public, State of Florida
at Large
My Commission Expires: 6-27-75

the Point of Beginning; run S 89° 24' 40" E, 10.00' run thence S 00° 35' 20" W, 10.00' run thence S 89° 24' 40" E, 218.84' run thence S 00° 35' 20" W, 305.00' run thence S 19° 00' 49" E, 327.00' run thence S 85° 36' 26" W, 1081.08' run thence S 17° 43' 56" W, 429.00' run thence on an arc to the left of 37.07', subtended by a chord of 37.06', chord bearing N 69° 05' 51" W run thence to the left of 35.79', subtended by a chord of 32.80', chord bearing S 73° 03' 55" W run thence S 32° 03' 26" W 61.27' run thence S 48° 08' 36" W, 69.85' run thence S 84° 35' 39" W, 240.00' run thence S 05° 24' 21" E, 1208.00' run thence on an arc to the left of 55.79', subtended by a chord of 52.94', chord bearing S 37° 22' 10" E, run thence S 69° 20' 00" E, 484.52' run thence on an arc to the left of 37.51', subtended by a chord of 34.09', chord bearing N 67° 40' 55" E, run thence S 65° 18' 10" E, 35.00' run thence S 24° 41' 50" W, 303.67' run thence on an arc to the left of 76.36', subtended by a chord of 75.75', chord bearing S 12° 11' 50" W, run thence N 66° 59' 18" E, 944.13' run thence S 03° 01' 03" E, 500.83' run thence N 89° 15' 43" W, 1325.02' run thence S 01° 04' 23" W, 659.29' run thence N 89° 12' 37" W, 172.58' run thence N 21° 53' 57" E, 85.75', run thence N 13° 46' 01" W, 1206.83', run thence N 25° 17' 35" W, 122.00' run thence N 48° 17' 01" W, 96.00' run thence N 35° 32' 39" W, 246.23' run thence on an arc to the right of 173.14', subtended by a chord of 161.51', chord bearing N 00° 11' 47" E run thence N 37° 56' 13" E, 83.72' run thence N 05° 24' 21" W, 1262.69' run thence N 30° 09' 56" E, 83.19' run thence N 00° 37' 17" E, 120.00' run thence S 89° 22' 43" E, 163.22' run thence N 01° 02' 58" E, 659.09' to the point of beginning.

ALSO

A tract of land in Section 20, Township 26 South, Range 19 East, more specifically described as follows:

From the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of said Section 20; run South 89° 06' 44" East a distance of 186.66' to the Point of Beginning. From the Point of Beginning run thence North 01° 02' 59" East a distance of 931.00'; run thence South 89° 06' 44" West a distance of 700.25'; run thence North 71° 38' 01" East a distance of 88.83'; run thence North 26° 02' 39" East a distance of 133.75'; run thence South 66° 59' 40" East a distance of 132.06'; thence on an arc to the left a distance of 154.19' (R = 160.00', Ch. = 148.30', Ch. Brg. = North 85° 23' 50" East); thence North 57° 47' 19" East a distance of 128.65'; thence North 70° 53' 09" East a distance of 140.86'; thence on an arc to the right a distance of 106.71' (R = 175.00', Ch. = 105.07', Ch. Brg. = North 88° 21' 18" East); thence on an arc to the right a distance of 46.48' (R = 44.67', Ch. = 44.42', Ch. Brg. = South 44° 21' 41" East); thence on an arc to the left a distance of 8.23' (R = 15.79', Ch. = 8.13', Ch. Brg. = South 29° 27' 36" East); thence on an arc to the left a distance of 94.83' (R = 122.85', Ch. = 92.50', Ch. Brg. = South 66° 29' 19" East); thence on an arc to the right a distance of 95.39' (R = 129.78', Ch. = 93.25', Ch. Brg. = South 67° 32' 57" East); thence on an arc to the left a distance of 126.42' (R = 197.69', Ch. = 124.28', Ch. Brg. = South 64° 48' 51" East); thence South 83° 08' 04" East a distance of 175.66'; thence on an arc to the right a distance of 28.07' (R = 25.00', Ch. = 26.63', Ch. Brg. = South 50° 57' 21" East); thence on an arc to the left a distance of 19.83' (R = 19.74', Ch. = 19.01', Ch. Brg. = South 47° 33' 46" East); thence South 76° 20' 56" East a distance of 55.46'; thence on an arc to the left a distance of 24.03' (R = 30.98', Ch. = 23.43', Ch. Brg. = North 81° 25' 44" East); thence on an arc to the right a distance of 53.88' (R = 40.00', Ch. = 49.90' Ch. Brg. = South 82° 12' 19" East); thence on an arc to the left a

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thence South 30° 28' 28" East a distance of 650.00'; thence North 89° 06' 44" West a distance of 2461.74' to the Point of Beginning.

ALSO

A tract of land in Section 20, Township 26 South, Range 19 East, more specifically described as follows:

From the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of said Section 20, as the Point of Beginning, run North 89° 06' 44" West, a distance of 738.40'; run thence North 00° 53' 16" East, a distance of 150.53'; run thence on an arc to the left 23.10', subtended by a chord of 23.09', chord bearing = North 60° 55' 35" East; run thence on an arc to the left 401.35', subtended by a chord of 365.40', chord bearing = North 48° 18' 11" East; run thence North 05° 43' 05" East a distance of 172.86'; run thence on an arc to the right 398.99', subtended by a chord of 388.49', chord bearing = North 28° 34' 42" East; run thence on an arc to the left 64.97', subtended by a chord of 64.85', chord bearing = North 45° 21' 30" East, run thence North 30° 34' 28" East a distance of 92.65'; run thence on an arc to the left 80.35', subtended by a chord of 80.12', chord bearing = North 14° 21' 05" East; run thence on an arc to the left of 75.45', subtended by a chord of 75.26', chord bearing = North 00° 13' 44" West; run thence on an arc to the left 83.88', subtended by a chord of 83.62', chord bearing = North 15° 08' 21" West; run thence North 67° 00' 40" East a distance of 122.20 feet; run thence South 67° 27' 59" East a distance of 141.93'; run thence on an arc to the right 41.89', subtended by a chord of 40.00', chord bearing = North 73° 36' 14" East; run thence South 76° 23' 46" East a distance of 90.00'; run thence North 40° 05' 57" East a distance of 137.58'; run thence on an arc to the right 238.51', subtended by a chord of 234.57', chord bearing = North 84° 33' 20" East; run thence on an arc to the right 369.83', subtended by a chord of 360.70', chord bearing = South 70° 44' 39" East; run thence South 48° 37' 07" East a distance of 225.69'; run thence South 66° 59' 40" East a distance of 65.39'; run thence South 26° 02' 39" West a distance of 133.75'; run thence South 71° 38' 01" West a distance of 88.83'; run thence North 89° 06' West a distance of 700.25'; run thence South 01° 02' 59" West a distance of 931.00'; run thence North 89° 06' 44" West a distance of 186.66' to the Point of Beginning.

and

A tract of land lying in Section 17, Township 26 South, Range 19 East in Pasco County, Florida, more specifically described as follows:

From the South West corner of the North West 1/4 of the South West 1/4 of said Section 17 as the Point of Beginning run N 01° 02' 59" E, a distance of 1098.85 feet; run thence N 59° 40' 18" E, a distance of 262.56 feet; run thence N 67° 02' 38" E, a distance of 411.90 feet; run thence S 35° 32' 39" E, a distance of 246.23 feet; run thence S 48° 17' 01" E, a distance of 96.00 feet; run thence S 25° 17' 35" E, a distance of 122.00 feet; run thence S 13° 46' 01" E, a distance of 1206.83 feet; run thence S 21° 53' 57" W a distance of 85.75 feet; run thence N 89° 12' 37" W a distance of 1152.28 feet to the Point of Beginning.

and

EXHIBIT "A"

From a point 6.07 feet South, and 12.07 feet West of the North West corner of said Section 17 as the Point of Beginning. From the Point of Beginning run S 89° 22' 43" E, a distance of 548.7 feet; run thence S 00° 37' 17" W, a distance of 120.00 feet; run thence S 30° 09' 56" W a distance of 83.19 feet; run thence S 05° 24' 21" E a distance of 1262.69 feet; run thence S 37° 56' 13" W a distance of 83.72 feet to a Point of Curvature; run thence on an arc to the left a distance of 173.14 feet with a delta of 73° 28' 52" radius of 135.00 feet, chord of 161.51 feet, chord bearing of S 01° 11' 47" W; run thence S 67° 02' 38" W a distance of 411.90 feet; run thence S 59° 40' 18" W a distance of 262.56 feet; run thence N 01° 02' 59" E a distance of 1976.01 feet to the Point of Beginning. Said parcel contains 24.27 acres.

EXHIBIT "A"

A tract of land lying in S 17, T26S, R19E, more specifically described as follows:

From a point 7.32' S, and 711.91' E of the NW corner of said S17 at the Point of Beginning; run S 89° 24' 40" E, 1750.00' run thence S 00° 35' 20" W, 145.00' run thence S 89° 24' 40" E, 218.84' run thence S 00° 35' 20" W, 305.00' run thence S 19° 00' 49" E, 327.00' run thence S 85° 36' 26" W, 1081.08' run thence S 17° 43' 56" W, 429.00' run thence on an arc to the left of 37.07', subtended by a chord of 37.06', chord bearing N 69° 05' 51" W run thence to the left of 35.79', subtended by a chord of 32.80', chord bearing S 73° 03' 55" W run thence S 32° 03' 26" W 61.27' run thence S 48° 08' 36" W, 69.85' run thence S 84° 35' 39" W, 240.00' run thence S 05° 24' 21" E, 1208.00' run thence on an arc to the left of 55.79', subtended by a chord of 52.94', chord bearing S 37° 22' 10" E, run thence S 69° 20' 00" E, 484.52' run thence on an arc to the left of 37.51', subtended by a chord of 34.09', chord bearing N 67° 40' 55" E run thence S 65° 18' 10" E, 35.00' run thence S 24° 41' 50" W, 303.67' run thence on an arc to the left of 76.36', subtended by a chord of 75.75', chord bearing S 12° 11' 50" W, run thence N 66° 59' 18" E, 944.13' run thence S 03° 01' 03" E, 500.83' run thence N 89° 15' 43" W, 1325.02' run thence S 01° 04' 23" W, 659.29' run thence N 89° 12' 37" W, 172.58' run thence N 21° 53' 57" E, 85.75', run thence N 13° 46' 01" W, 1206.83', run thence N 25° 17' 35" W, 122.00' run thence N 48° 17' 01" W, 96.00' run thence N 35° 32' 39" W, 246.23' run thence on an arc to the right of 173.14', subtended by a chord of 161.51', chord bearing N 00° 11' 47" E run thence N 37° 56' 13" E, 83.72' run thence N 05° 24' 21" W, 1262.69' run thence N 30° 09' 56" E, 83.19' run thence N 00° 37' 17" E, 120.00' run thence S 89° 22' 43" E, 163.22' run thence N 01° 02' 58" E, 659.09' to the point of beginning.

C-1

EXHIBIT "B"

Same as Exhibit A" on OR 725 page 236
TOP BONA GRASS
(Its name is spelled)

A tract of land in Section 20, Township 26 South, Range 19 East, more specifically described as follows:

From the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of said Section 20; run South 89° 06' 44" East a distance of 186.66' to the Point of Beginning. From the Point of Beginning run thence North 01° 02' 59" East a distance of 931.00'; run thence South 89° 06' 44" West a distance of 700.25'; run thence North 71° 38' 01" East a distance of 88.83'; run thence North 26° 02' 39" East a distance of 133.75'; run thence South 66° 59' 40" East a distance of 132.06'; thence on an arc to the left a distance of 154.19' (R = 160.00', Ch. = 148.30', Ch. Brg. = North 85° 23' 50" East); thence North 57° 47' 19" East a distance of 128.65'; thence North 70° 53' 09" East a distance of 140.86'; thence on an arc to the right a distance of 106.71' (R = 175.00', Ch. = 105.07', Ch. Brg. = North 88° 21' 18" East); thence on an arc to the right a distance of 46.48' (R = 44.67' Ch. = 44.42', Ch. Brg. = South 44° 21' 41" East); thence on an arc to the left a distance of 8.23' (R = 15.79', Ch. = 8.13', Ch. Brg. = South 29° 27' 36" East); thence on an arc to the left a distance of 94.83' (R = 122.85', Ch. = 92.50', Ch. Brg. = South 66° 29' 19" East); thence on an arc to the right a distance of 95.39' (R = 129.78', Ch. = 93.25', Ch. Brg. = South 67° 32' 57" East); thence on an arc to the left a distance of 126.42' (R = 197.69', Ch. = 124.28', Ch. Brg. = South 64° 48' 51" East); thence South 83° 08' 04" East a distance of 175.66'; thence on an arc to the right a distance of 28.07' (R = 25.00', Ch. = 26.63', Ch. Brg. = South 50° 57' 21" East); thence on an arc to the left a distance of 19.83' (R = 19.74', Ch. = 19.01', Ch. Brg. = South 47° 33' 46" East); thence South 76° 20' 56" East a distance of 55.46'; thence on an arc to the left a distance of 24.03' (R = 30.98', Ch. = 23.43', Ch. Brg. = North 81° 25' 44" East); thence on an arc to the right a distance of 53.88' (R = 40.00', Ch. = 49.90' Ch. Brg. = South 82° 12' 19" East); thence on an arc to the left a distance of 41.17' (R = 71.12', Ch. = 40.59', Ch. Brg. = South 60° 11' 52" East); thence on an arc to the right a distance of 233.90' (R = 333.34', Ch. = 229.14', Ch. Brg. = South 56° 40' 36" East); thence South 36° 34' 28" East a distance of 195.72'; thence South 01° 06' 15" West a distance of 650.00'; thence North 89° 06' 44" West a distance of 2461.74' to the Point of Beginning.

EXHIBIT "C"

Same as EXHIBIT "A"

OR 725 page 236

(BOTTOM PARAGRAPH)

(The same supplement)

A tract of land in Section 20, Township 26 South, Range 19 East, more specifically described as follows:

From the Southeast corner of the North East 1/4 of the Northwest 1/4 of said Section 20, as the Point of Beginning, run North 25° 44' 42" West, a distance of 734.40'; run thence North 84° 23' 14" East, a distance of 150.33'; run thence on an arc to the left 33.18', subtended by a chord of 23.89', chord bearing = North 60° 34' 34" East; run thence on an arc to the left 401.35', subtended by a chord of 343.48', chord bearing = North 49° 19' 11" East; run thence North 03° 43' 03" East a distance of 172.04'; run thence on an arc to the right 338.99', subtended by a chord of 104.49', chord bearing = North 77° 24' 47" East; run thence on an arc to the left 64.87', subtended by a chord of 64.85', chord bearing = North 49° 21' 30" East; run thence North 30° 34' 28" East a distance of 83.65'; run thence on an arc to the left 88.35', subtended by a chord of 88.12', chord bearing = North 10° 21' 03" East; run thence on an arc to the left of 75.45', subtended by a chord of 75.24', chord bearing = North 00° 13' 44" West; run thence on an arc to the left 83.88', subtended by a chord of 83.61', chord bearing = North 12° 08' 21" West; run thence North 67° 00' 40" East a distance of 122.20 feet; run thence South 67° 27' 39" East a distance of 141.93'; run thence on an arc to the right 41.89', subtended by a chord of 40.90', chord bearing = North 70° 14' 14" East; run thence South 76° 23' 44" East a distance of 90.89'; run thence North 40° 05' 37" East a distance of 69.11'; run thence North 66° 27' 44" East a distance of 137.88'; run thence on an arc to the right 338.51', subtended by a chord of 134.47', chord bearing = North 84° 33' 20" East; run thence on an arc to the right 349.83', subtended by a chord of 344.78', chord bearing = South 70° 44' 38" East; run thence South 49° 37' 07" East a distance of 223.69'; run thence South 66° 59' 40" East a distance of 63.39'; run thence South 26° 02' 39" West a distance of 133.75'; run thence South 71° 34' 01" West a distance of 88.81'; run thence North 85° 06' 44" West a distance of 703.71'; run thence South 01° 02' 38" West a distance of 931.80'; run thence North 89° 06' 44" West a distance of 104.66' to the Point of Beginning.

and

A tract of land lying in Section 17, Township 26 South, Range 19 East in Pasco County, Florida, more specifically described as follows:

From the South West corner of the North West 1/4 of the South West 1/4 of said Section 17 as the Point of Beginning run N 01° 02' 58" E, a distance of 1098.85 feet; run thence N 55° 40' 18" E, a distance of 262.56 feet; run thence N 67° 02' 38" E, a distance of 411.90 feet; run thence S 35° 12' 39" E, a distance of 246.23 feet; run thence S 49° 17' 01" E, a distance of 96.00 feet; run thence S 25° 17' 35" E, a distance of 122.00 feet; run thence S 13° 46' 01" E, a distance of 1206.83 feet; run thence S 21° 53' 57" W a distance of 85.75 feet; run thence N 89° 12' 37" W a distance of 1152.28 feet to the Point of Beginning.

and

A tract of land lying in Section 17, Township 26 South, Range 19 East in Pasco County, Florida, more specifically described as follows:

From a point 658.57 feet South, and 12.07 feet West of the North West corner of said Section 17 as the Point of Beginning. From the Point of Beginning run S 89° 22' 47" E, a distance of 548.73 feet; run thence S 00° 37' 17" W, a distance of 120.00 feet; run thence S 30° 09' 36" W a distance of 83.19 feet; run thence S 05° 24' 21" E a distance of 1267.69 feet; run thence S 37° 56' 13" W a distance of 83.72 feet to a Point of Curvature; run thence on an

EXHIBIT "D"

-1-

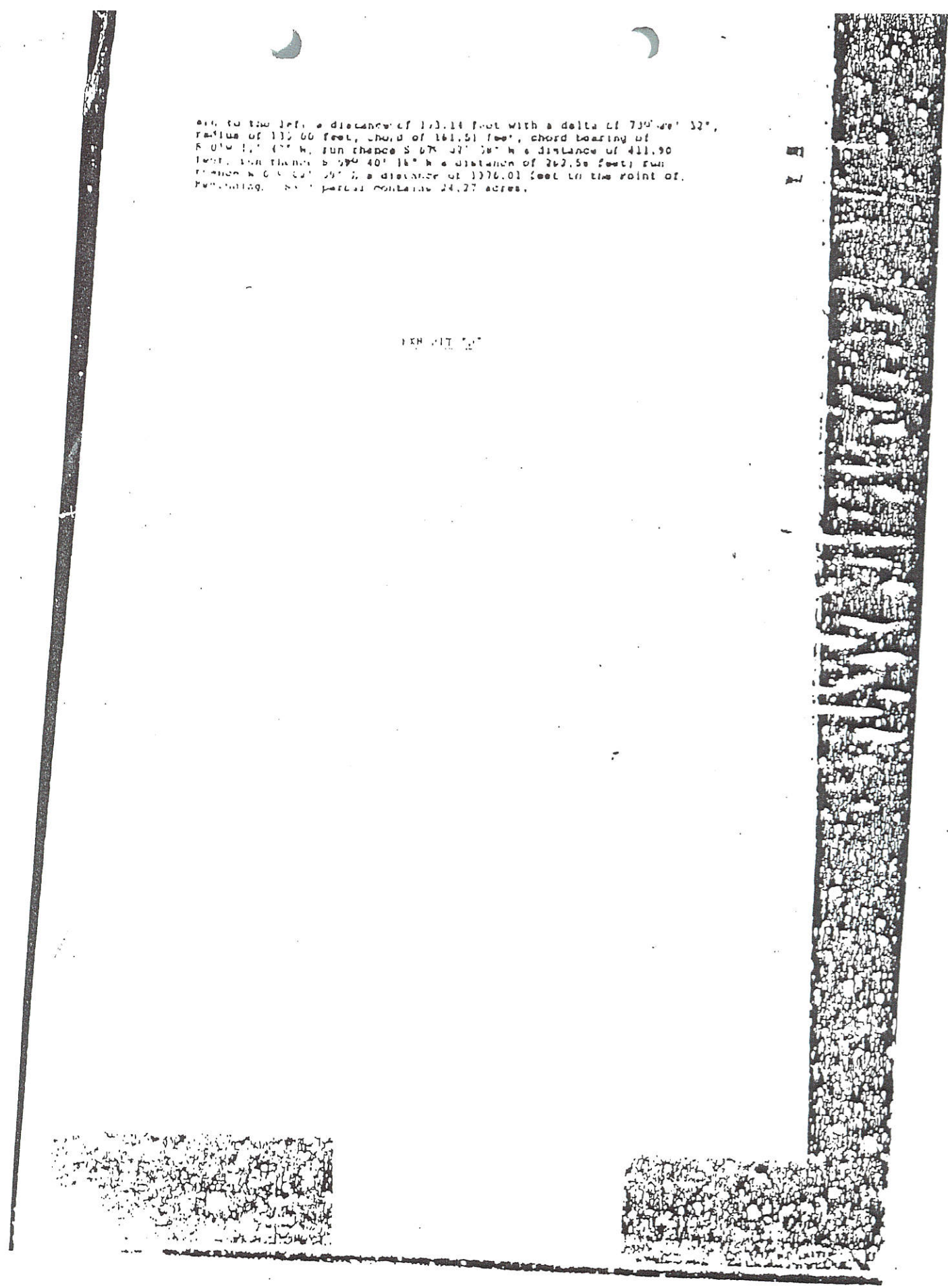
725 10241

Missing page 2 of 243

This exhibit is not mentioned in Article VII, Section 3, but mentioned in Article VI, Section 4, Paragraph 8

arc to the left, a distance of 173.18 feet with a delta of $73^{\circ}46'32''$,
radius of 132.66 feet, chord of 161.51 feet, chord bearing of
S $0^{\circ}17'12''$ W, run thence S $0^{\circ}47'38''$ W a distance of 411.90
feet, run thence S $59^{\circ}40'18''$ W a distance of 262.58 feet; run
thence N $0^{\circ}32'09''$ E a distance of 1076.01 feet to the point of
beginning. Said parcel contains 24.27 acres.

EXH. 117. 20'



AMENDMENT TO SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

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THIS AMENDMENT to Supplemental Declaration of Covenants, Conditions and Restrictions, made this 28th day of November, 1973, by D. D. COVINGTON, JR., JOYCE COVINGTON, COVINGTON PROPERTIES, INC., and LAKE PADGETT ESTATES, LTD., a Florida limited partnership, hereinafter called "Developers".

W I T N E S S E T H:

WHEREAS, Developers caused to be recorded in Official Record Book 725, page 215, of the Public Records of Pasco County, Florida, on November 26, 1973, a Supplemental Declaration of Covenants, Conditions and Restrictions dated November 26, 1973 for the property described on Exhibit "A" attached hereto, and

WHEREAS, said Supplemental Declaration of Covenants, Conditions and Restrictions provided in Section 2 of Article VIII for amendments thereto, and

WHEREAS, Developers are the owners of all of the property described in Exhibit "A" of said Supplemental Declaration of Covenants, Conditions and Restrictions, and

WHEREAS, Developers now desire to amend said Supplemental Declaration of Covenants, Conditions and Restrictions,

NOW, THEREFORE, the Developers declare that the Supplemental Declaration of Covenants, Conditions and Restrictions described above are hereby amended as follows:

Amendment 1. Section 4 of Article V of said Supplemental Declaration of Covenants, Conditions and Restrictions is hereby amended by deleting that part of Section 4 of Article V preceding paragraph 1 of Section 4, Article V, and inserting in its place the following:

"Section 4. Maximum Annual Maintenance Assessment. Until December 31, 1973, the maximum annual maintenance assessment shall be One Hundred Twenty (\$120.00) Dollars per lot (subject to the modifications of such rate as set out in Section 7 of this Article) irrespective of whether the assessed lot is restricted by this Declaration as an "addition" as provided for by Article II, Section 2. This assessment shall not be effective until such time as the developer has completed the following recreational facilities which will be located in the area between Sheffield Road and Burlington Road:

- "1. Swimming pool
- "2. 8 Tennis Courts
- "3. Track
- "4. 2 Basketball Courts
- "5. Putting Green

"On sales of more than two lots to builders the annual maintenance assessment shall be waived for twelve months from the close by builder on each lot or ~~until occupancy~~ whichever occurs first.

On sales of two lots or less, the assessment shall begin on the first of the month following the month in which the above facilities are completed and usable.

Amendment 2

Section 1 of Article VI of said Supplemental Declaration of Covenants, Conditions and Restrictions is hereby amended by deleting said Section 1 and inserting in its place as Section 1 of Article VI the following:

Section 1. Approval of Plans and Architectural Committee.
For the purpose of further insuring the development of said land as a residential area of highest quality and standard and in order that all improvements on each lot shall present an attractive and pleasing appearance from all sides of view, the Committee reserves the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each lot in the manner and to the extent set forth herein. No residence or other building, and no building, and no fence, wall, utility yard, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering same, showing the nature, kind, shape, heights, size, materials, floor plans, exterior color schemes, location and orientation of the lot and approximate square footage construction schedule, front, side and rear elevations and such other information as the Committee shall require, including, if so required, plans for the grading and landscaping of the lot showing any changes proposed to be made in the elevation of surface contours of the land, have been submitted to and approved in writing by the Committee. All architectural, remodeling and landscaping plans must be accompanied by site plans which show the siting of homes on each side of the residence under construction. The Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the Developers of said land or contiguous land. In the event the Committee rejects such plans and specifications as submitted, the Committee shall so inform the property owner in writing stating with reasonable detail the reason(s) for disapproval and the Committee's recommendations to remedy same. In passing upon such building plans and specifications and lot grading and landscaping plans, the Committee may take into consideration the suitability and desirability of proposed constructions and of the materials or which the same are proposed to be built to the building plot upon which it is proposed to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such constructions as viewed from neighboring properties. In addition, there shall be submitted to the Committee for approval such samples of building materials proposed to be used as the Committee shall specify and require.

"As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two complete sets of the plans (including site plans) and specifications, prepared by a registered architect, must be submitted to the Committee. Upon giving written approval, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans and specifications. Committee shall be entitled to stop any construction in violation of these restrictions and any

DR 726 100

such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above, shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at Owner's cost. In the event the Committee fails within forty-five (45) days to approve or disapprove such plans and specifications, approval will not be required, and this Section shall be deemed to have been fully complied with, except that construction must be completed inside and out within twelve months from commencement. The Committee shall have the right to charge a reasonable fee for receiving each application for approval of plans and specifications in an amount not to exceed fifty (\$50.00) Dollars for each review of house plans and specifications, and twenty-five (\$25.00) Dollars for each review of plans and specifications for repairs, remodeling, alterations or additions, which fees shall be completely separate from the purchase price. This fee may be waived for builders at the discretion of the Committee.

1. It shall be the responsibility of the Committee from time to time to publish and distribute to architects and lot owners acceptable specifications, materials and standards for house construction.

2. All houses which are required to have at least 1,000 square feet as provided for in Section 3, paragraph 1 of this Article, shall have garages with a capacity for at least two automobiles. All houses which are required to have at least 1,000 square feet as provided for in Section 3, paragraph 2 of this Article, shall have garages with an interior width of not less than 14 feet, which garages shall have a door of not less than 9 feet. The Committee may grant variances to this restriction.

3. Plans and specifications shall be prepared by a registered architect. The architect submitting the plans must state in writing that he has visited the site and is familiar with all existing site conditions.

4. All structures must be built to comply substantially with the plans and specifications as approved by the Committee, and before any house can be occupied, it must be completely finished and a certificate of completion must be issued by the Committee.

5. Until such time as Developers divest themselves of all lots within Lake Padgett Estates East, Developers shall appoint from time to time the Members of an Architectural Committee (The "Committee") to consist of not less than three (3) nor more than seven (7) members which shall exercise authority to approve plans and specifications, and Developers shall have the right to assign the Committee to the Property Owners' Association at any time. After Developers divest themselves of all lots within Lake Padgett Estates East, the Committee shall be elected by a majority of the votes of those Members of the Property Owners' Association voting.

Amendment 3. Paragraph 1 of Section 5 of Article VI of the Supplemental Declaration of Covenants, Conditions and Restrictions is hereby amended by deleting said Paragraph 1 and inserting in its place as Paragraph 1 of Section 5 of Article VI the following:

"Section 5. Maintenance.

"1. Developers shall mow lots prior to construction so as not to detract from value of surrounding area. Lot owners will be responsible to pay for this service. The mowing charge shall be waived on the lots covered by these restrictions, provided

a lien on the ... and now at \$5.00 per month ... lot and it becomes

Amendment (4) Paragraph 1 of Section 1 of Article VII of said Supplemental Declaration of Covenants, Conditions and Restrictions is hereby amended by deleting said Paragraph 1 and inserting in its place as Paragraph 1 of Section 1 of Article VII the following:

"Section 1. Time Limit to Build.

"1. Construction of the exterior and interior of any structure shall be completed within twelve months from the date of commencement of construction thereof; provided however, that the Committee may grant a reasonable time extension upon receipt of a written application for such extension by the Owner, which application shall advise the number of days for which the extension is requested and the reason that such an extension is necessary."

All other terms of the said Supplemental Declaration of Covenants, Conditions and Restrictions dated November 26, 1973, referred to above, shall remain the same.

IN WITNESS WHEREOF, the Developers have executed this Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions this 28th day of November, 1973.

Witnesses:

Sharon M. Molnar
Annabell Stuckland

D. D. Covington Jr. (SEAL)
D. D. Covington Jr.

Joyce Covington (SEAL)
Joyce Covington



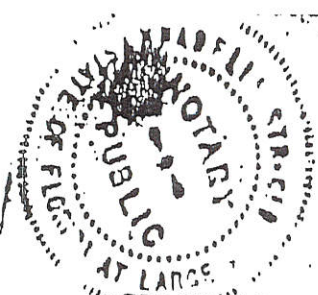
COVINGTON PROPERTIES, INC.
By: D. D. Covington Jr.
D. D. Covington, Jr., President

LAKE PADGETT ESTATES, LTD.
By
COVINGTON PROPERTIES, INC.
sole general partner
By: D. D. Covington Jr.
D. D. Covington, Jr., President

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this 28th day of November, 1973, before me personally appeared D. D. COVINGTON, JR., to me known to be the person described in and who executed the foregoing instrument and he acknowledged the execution thereof as his free act and deed and for the uses and purposes therein mentioned.

OFFICIAL RECORD 726 PAGE 102



STATE OF FLORIDA
COUNTY OF PASCO

... official seal the te aforesaid,

Annabelle Stuckland
Notary Public, State of Florida
at Large
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 13, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS 7-13-77

I HEREBY CERTIFY that on this 28th day of November, 1973, before me personally appeared JOYCE COVINGTON, to me known to be the person described in and who executed the foregoing instrument and she acknowledged the execution thereof as her free act and deed and for the uses and purposes therein mentioned.

WITNESS my hand and official seal the date aforesaid.



STATE OF FLORIDA
COUNTY OF PASCO

Annabelle Stuckland
Notary Public, State of Florida
at Large
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 13, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS 7-13-77

I HEREBY CERTIFY that on this 28th day of November, 1973, before me personally appeared D. D. COVINGTON, JR., as President of COVINGTON PROPERTIES, INC., sole general partner of LAKE PADGETT ESTATES, LTD., a Florida limited partnership, to me known to be the person described in and who executed the foregoing instrument for and on behalf of and as the act and deed of said limited partnership for the uses and purposes therein expressed, pursuant to authority lawfully conferred upon him by said limited partnership.

WITNESS my hand and official seal the date aforesaid.



STATE OF FLORIDA
COUNTY OF PASCO

Annabelle Stuckland
Notary Public, State of Florida
at Large
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 13, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS 7-13-77

I HEREBY CERTIFY that on this 28th day of November, 1973, before me personally appeared D. D. COVINGTON, JR., as President of COVINGTON PROPERTIES, INC., to me known to be the person described in and who executed the foregoing instrument for and on behalf of and as the act and deed of said limited partnership, for the uses and purposes therein expressed, pursuant to authority lawfully conferred upon him by said limited partnership.

WITNESS my hand and official seal the date aforesaid.



Annabelle Stuckland
Notary Public, State of Florida
at Large
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 13, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS 7-13-77

thence S 00° 35' 00" W, 305.00 run thence 19° 00' 49" E, 327.00' run thence S 81° 36' 26" W, 1081.08' run thence S 17° 43' 56" W, 429.00' run thence on an arc to the left of 37.07', subtended by a chord of 37.06', chord bearing N 69° 05' 51" W run thence to the left of 35.79', subtended by a chord of 32.80', chord bearing S 73° 03' 55" W run thence S 32° 03' 26" W 61.27' run thence S 48° 08' 36" W, 69.85' run thence S 84° 35' 39" W, 240.00' run thence S 05° 24' 21" E, 1208.00' run thence on an arc to the left of 55.79' subtended by a chord of 52.94', chord bearing S 37° 22' 10" E, run thence S 69° 20' 00" E, 484.52' run thence on an arc to the left of 37.51'; subtended by a chord of 34.09', chord bearing N 67° 40' 55" run thence S 65° 18' 10" E, 35.00' run thence S 24° 41' 50" W, 303. run thence on an arc to the left of 76.36', subtended by a chord of 75.75', chord bearing S 12° 11' 50" W, run thence N 66° 59' 18" E, 944.13' run thence S 03° 01' 03" E, 500.83' run thence N 89° 15' 43" W, 1325.02' run thence S 01° 04' 23" W, 659.29' run thence N 89° 12' 37" W, 172.58' run thence N 21° 53' 57" E, 85.75', run thence N 13° 46' 01" W, 1206.83', run thence N 25° 17' 35" W, 122.00 run thence N 48° 17' 01" W, 96.00' run thence N 35° 32' 39" W, 246.23' run thence on an arc to the right of 173.14', subtended by a chord of 161.51', chord bearing N 00° 11' 47" E run thence N 37° 56' 13" 83.72' run thence N 05° 24' 21" W, 1262.69' run thence N 30° 09' 56" E, 83.19' run thence N 00° 37' 17" E, 120.00' run thence S 89° 22' E, 163.22' run thence N 01° 02' 58" E, 659.09' to the point of beginning.

ALSO

A tract of land in Section 20, Township 26 South, Range 19 East, more specifically described as follows:

From the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of said Section 20; run South 89° 06' 44" East a distance of 186.66 to the Point of Beginning. From the Point of Beginning run thence North 01° 02' 59" East a distance of 931.00'; run thence South 89° 06' 44" West a distance of 700.25'; run thence North 71° 38' 01" East a distance of 88.83'; run thence North 26° 02' 39" East a distance of 133.75'; run thence South 66° 59' 40" East a distance of 132.06'; thence on an arc to the left a distance of 154.19' (R = 160.00', Ch. = 148.30', Ch. Brg. = North 85° 23' 50" East); thence North 57° 47' 19" East a distance of 128.65'; thence North 70° 53' 09" East a distance of 140.86'; thence on an arc to the right a distance of 106.71' (R = 175.00', Ch. = 105.07', Ch. Brg. = North 88° 21' 18" East); thence on an arc to the right a distance of 46.48' (R = 44.67, Ch. = 44.42', Ch. Brg. = South 44° 21' 41" East); thence on an arc to the left a distance of 8.23' (R = 15.79', Ch. = 8.13', Ch. Brg. = South 29° 27' 36" East); thence on an arc to the left a distance of 94.83' (R = 122.85', Ch. = 92.50', Ch. Brg. = South 66° 29' 19" East); thence on an arc to the right a distance of 95.39' (R = 129.78', Ch. = 93.25', Ch. Brg. = South 67° 32' 57" East); thence on an arc to the left a distance of 126.42' (R = 197.69', Ch. = 124.28', Ch. Brg. = South 64° 48' 51" East); thence South 83° 08' 04" East a distance of 175.66'; thence on an arc to the right a distance of 28.07' (R = 25.00', Ch. = 26.63', Ch. Brg. = South 50° 57' 21" East); thence on an arc to the left a distance of 19.83' (R = 19.74', Ch. = 19.01' Ch. Brg. = South 47° 33' 46" East); thence South 76° 20' 56" East a distance of 55.46'; thence on an arc to the left a distance of 24.03' (R = 30.98', Ch. = 23.43', Ch. Brg. = North 81° 25' 44" East); thence on an arc to the right a distance of 53.88' (R = 40.00', Ch. = 49.90 Ch. Brg. = South 82° 12' 19" East); thence on an arc to the left a

From a point 7.3 S, and 711.91' E of the corner of said S17 as the Point of Beginning; run S 89° 24' 40" E, 1750.00' run thence S 00° 35' 20" W, 145.00' run thence S 89° 24' 40" E, 216.84' run thence S 00° 35' 20" W, 305.00' run thence S 19° 00' 49" E, 327.00' run thence S 85° 36' 26" W, 1081.08' run thence S 17° 43' 56" W, 429.00' run thence on an arc to the left of 37.07', subtended by a chord of 37.06', chord bearing N 69° 05' 51" W run thence to the left of 35.79', subtended by a chord of 32.80', chord bearing S 73° 03' 55" W run thence S 32° 03' 26" W 61.27' run thence S 48° 08' 36" W, 69.85' run thence S 84° 35' 39" W, 240.00' run thence S 05° 24' 21" E, 1208.00' run thence on an arc to the left of 55.79', subtended by a chord of 52.94', chord bearing S 37° 22' 10" E, run thence S 69° 20' 00" E, 484.52' run thence on an arc to the left of 37.51', subtended by a chord of 34.09', chord bearing N 67° 40' 55" E run thence S 65° 18' 10" E, 35.00' run thence S 24° 41' 50" W, 303.67' run thence on an arc to the left of 76.36', subtended by a chord of 75.75', chord bearing S 12° 11' 50" W, run thence N 66° 59' 18" E, 944.13' run thence S 03° 01' 03" E, 500.83' run thence N 89° 15' 43" W, 1325.02' run thence S 01° 04' 23" W, 659.29' run thence N 89° 12' 37" W, 172.58' run thence N 21° 53' 57" E, 85.75', run thence N 13° 46' 01" W, 1206.83', run thence N 25° 17' 35" W, 122.00' run thence N 48° 17' 01" W, 96.00' run thence N 35° 32' 39" W, 246.23' run thence on an arc to the right of 173.14', subtended by a chord of 161.51', chord bearing N 00° 11' 47" E run thence N 37° 56' 13" E, 83.72' run thence N 05° 24' 21" W, 1262.69' run thence N 30° 09' 56" E, 83.19' run thence N 00° 37' 17" E, 120.00' run thence S 89° 22' 43" E, 163.22' run thence N 01° 02' 58" E, 659.09' to the point of beginning.

ALSO

A tract of land in Section 20, Township 26 South, Range 19 East, more specifically described as follows:

From the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of said Section 20; run South 89° 06' 44" East a distance of 186.66' to the Point of Beginning. From the Point of Beginning run thence North 01° 02' 59" East a distance of 931.00'; run thence South 89° 06' 44" West a distance of 700.25'; run thence North 71° 38' 01" East a distance of 88.83'; run thence North 26° 02' 39" East a distance of 133.75'; run thence South 66° 59' 40" East a distance of 132.06'; run thence on an arc to the left a distance of 154.19' (R = 160.00', Ch. = 148.30', Ch. Brg. = North 85° 23' 50" East); run thence North 57° 47' 19" East a distance of 128.65'; run thence North 70° 53' 09" East a distance of 140.86'; run thence on an arc to the right a distance of 106.71' (R = 175.00', Ch. = 105.07', Ch. Brg. = North 88° 21' 18" East); run thence on an arc to the right a distance of 46.48' (R = 44.67', Ch. = 44.42', Ch. Brg. = South 44° 21' 41" East); run thence on an arc to the left a distance of 8.23' (R = 15.79', Ch. = 8.13', Ch. Brg. = South 29° 27' 36" East); run thence on an arc to the left a distance of 94.83' (R = 122.85', Ch. = 92.50', Ch. Brg. = South 66° 29' 19" East); run thence on an arc to the right a distance of 95.39' (R = 129.78', Ch. = 93.25', Ch. Brg. = South 67° 32' 57" East); run thence on an arc to the left a distance of 126.42' (R = 197.69', Ch. = 124.28', Ch. Brg. = South 64° 43' 51" East); run thence South 83° 08' 04" East a distance of 175.66'; run thence on an arc to the right a distance of 28.07' (R = 25.00', Ch. = 26.63', Ch. Brg. = South 50° 57' 21" East); run thence on an arc to the left a distance of 19.83' (R = 19.74', Ch. = 19.01', Ch. Brg. = South 47° 33' 46" East); run thence South 76° 20' 56" East a distance of 55.46'; run thence on an arc to the left a distance of 24.03' (R = 30.98', Ch. = 23.43', Ch. Brg. = North 81° 25' 44" East); run thence on an arc to the right a distance of 53.88' (R = 40.00', Ch. = 49.90', Ch. Brg. = South 82° 12' 19" East); run thence on an arc to the left a distance of

a distance of 2463.74' to the Point of Beginning. North 89° 06' 44" West

ALSO

A tract of land in Section 20, Township 26 South, Range 19 East, more specifically described as follows:

From the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of said Section 20, as the Point of Beginning, run North 89° 06' 44" West, a distance of 738.40'; run thence North 00° 53' 16" East, a distance of 150.53'; run thence on an arc to the left 23.10', subtended by a chord of 23.09', chord bearing = North 60° 55' 35" East; run thence on an arc to the left 401.35', subtended by a chord of 365.40', chord bearing = North 48° 18' 11" East; run thence North 05° 43' 05" East a distance of 172.86'; run thence on an arc to the right 398.99', subtended by a chord of 388.49', chord bearing = North 28° 34' 42" East; run thence on an arc to the left 64.97', subtended by a chord of 64.85', chord bearing = North 45° 21' 30" East, run thence North 30° 34' 28" East a distance of 92.65'; run thence on an arc to the left 80.35', subtended by a chord of 80.12', chord bearing = North 14° 21' 05" East; run thence on an arc to the left of 75.45', subtended by a chord of 75.26', chord bearing = North 00° 13' 44" West; run thence on an arc to the left 83.88', subtended by a chord of 83.62', chord bearing = North 15° 08' 21" West; run thence North 67° 00' 40" East a distance of 122.20 feet; run thence South 67° 27' 59" East a distance of 141.93'; run thence on an arc to the right 41.89', subtended by a chord of 40.00', chord bearing = North 73° 36' 14" East; run thence South 76° 23' 46" East a distance of 90.00'; run thence North 40° 05' 57" East a distance of 65.11'; run thence North 66° 27' 44" East a distance of 137.58'; run thence on an arc to the right 238.51', subtended by a chord of 234.57', chord bearing = North 84° 33' 20" East; run thence on an arc to the right 369.83', subtended by a chord of 360.70', chord bearing = South 70° 44' 39" East; run thence South 48° 37' 07" East a distance of 225.69'; run thence South 66° 59' 40" East a distance of 65.39'; run thence South 26° 02' 39" West a distance of 133.75'; run thence South 71° 38' 01" West a distance of 88.83'; run thence North 89° 06' West a distance of 700.25'; run thence South 01° 02' 59" West a distance of 931.00'; run thence North 89° 06' 44" West a distance of 186.66' to the Point of Beginning.

and

A tract of land lying in Section 17, Township 26 South, Range 19 East in Pasco County, Florida, more specifically described as follows

From the South West corner of the North West 1/4 of the South West 1/4 of said Section 17 as the Point of Beginning run N 01° 02' 59" E, a distance of 1098.85 feet; run thence N 59° 40' 18" E, a distance of 262.56 feet; run thence N 67° 02' 38" E, a distance of 411.90 feet; run thence S 35° 32' 39" E, a distance of 246.23 feet; run thence S 48° 17' 01" E, a distance of 96.00 feet; run thence S 25° 17' 35" E, a distance of 122.00 feet; run thence S 13° 46' 01" E, a distance of 1206.83 feet; run thence S 21° 53' 57" W a distance of 85.75 feet; run thence N 89° 12' 37" W a distance of 1152.28 feet to the Point of Beginning.

and

EXHIBIT "A"

OFFICIAL RECORD 726 PAGE 105

from a point 65.57 feet South, and 12.27 feet West of the North
West corner of said Section 17 as the Point of Beginning.
From the Point of Beginning run S 89° 22' 43" E, a distance of 54
feet; run thence S 00° 37' 17" W, a distance of 120.00 feet; run
thence S 30° 09' 56" W a distance of 83.19 feet; run thence S 05°
21" E a distance of 1262.69 feet; run thence S 37° 56' 13" W a
distance of 83.72 feet to a Point of Curvature; run thence on an
arc to the left a distance of 173.14 feet with a delta of 73° 28'
radius of 135.00 feet, chord of 161.51 feet, chord bearing of
S 01° 11' 47" W; run thence S 67° 02' 38" W a distance of 411.90
feet; run thence S 59° 40' 18" W a distance of 262.56 feet; run
thence N 01° 02' 59" E a distance of 1976.01 feet to the Point of
Beginning. Said parcel contains 24.27 acres.

EXHIBIT "A"

AMENDMENT TO SUPPLEMENTAL DECLARATION
OF
(B)
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT to Supplemental Declaration of Covenants, Conditions and Restrictions, made this 27th day of November, 1973, by D. D. COVINGTON, JR., JOYCE COVINGTON, COVINGTON PROPERTIES, INC., and LAKE PADGETT ESTATES, LTD., a Florida limited partnership, hereinafter called "Developers",

W I T N E S S E T H:

WHEREAS, Developers caused to be recorded in Official Record Book 725, page 243, of the Public Records of Pasco County, Florida, on November 26, 1973, a Supplemental Declaration of Covenants, Conditions and Restrictions dated November 26, 1973 for the property described on Exhibit "A" attached hereto, and

WHEREAS, said Supplemental Declaration of Covenants, Conditions and Restrictions provided in Section 2 of Article VIII for amendments thereto, and

WHEREAS, Developers are the owners of all of the property described in Exhibit "A" of said Supplemental Declaration of Covenants, Conditions and Restrictions, and

WHEREAS, Developers now desire to amend said Supplemental Declaration of Covenants, Conditions and Restrictions,

NOW, THEREFORE, the Developers declare that the Supplemental Declaration of Covenants, Conditions and Restrictions described above are hereby amended as follows:

Section 1. of Article VI of said Supplemental Declaration of Covenants, Conditions and Restrictions is hereby amended by deleting said Section 1 and inserting in its place as Section 1 of Article VI the following:

"Section 1. Approval of Plans and Architectural Committee.
For the purpose of further insuring the development of said land as a residential area of highest quality and standard, and in order that all improvements on each lot shall present an attractive and pleasing appearance from all sides of view, the Committee reserves the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each lot in the manner and to the extent set forth herein. No residence or other building, and no building, and no fence, wall, utility yard, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering same, showing the nature, kind, shape, heights, size, materials, floor plans, exterior color schemes, location and orientation of the lot and approximate square footage, construction schedule, front, side and rear elevations and such other information as the Committee shall require, including, if so required, plans for the grading and landscaping of the lot showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the Committee. All architectural, remodeling and

landscaping plans must be accompanied by site plans which show the siting of homes on each side of the residence under construction. The Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the Developers of said land or contiguous land. In the event the Committee rejects such plans and specifications as submitted, the Committee shall so inform the property owner in writing stating with reasonable detail the reason(s) for disapproval and the Committee's recommendations to remedy same. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Committee may take into consideration the suitability and desirability of proposed constructions and of the materials of which the same are proposed to be built to the building plot upon which it is proposed to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such constructions as viewed from neighboring properties. In addition, there shall be submitted to the Committee for approval such samples of building materials proposed to be used as the Committee shall specify and require.

"As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two complete sets of the plans (including site plans) and specifications, prepared by a registered architect, must be submitted to the Committee. Upon giving written approval, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans and specifications. Committee shall be entitled to stop any construction in violation of these restrictions and any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above, shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at Owner's cost. In the event the Committee fails within forty-five (45) days to approve or disapprove such plans and specifications, approval will not be required, and this Section shall be deemed to have been fully complied with, except that construction must be completed inside and out within twelve months from commencement. The Committee shall have the right to charge a reasonable fee for receiving each application for approval of plans and specifications in an amount not to exceed Fifty (\$50.00) Dollars for each review of house plans and specifications, and Twenty-five (\$25.00) Dollars for each review of plans and specifications for repairs, remodeling, alterations or additions, which fees shall be completely separate from the purchase price. This fee may be waived for builders at the discretion of the Committee.

"1. It shall be the responsibility of the Committee from time to time to publish and distribute to architects and lot owners acceptable specifications, materials and standards for house construction.

"2. All houses which are required to have at least 1,400 square feet, as provided for in Section 3, paragraph 1 of this Article, shall have garages with a capacity for at least two automobiles. The Committee may grant variances to this restriction.

"3. Plans and specifications shall be prepared by a registered architect. The architect submitting the plans must state in writing that he has visited the site and is familiar with all existing site conditions.

I HEREBY CERTIFY that on this 20 day of November, 1973, before me personally appeared JOYCE COVINGTON, to me known to be the person described in and who executed the foregoing instrument and she acknowledged the execution thereof as her free act and deed and for the uses and purposes therein mentioned.



WITNESS my hand and official seal the date aforesaid.

Annabelle Stuckey
Notary Public, State of Florida
at Large
My Commission Expires: 7-13

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 13, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this 28th day of November, 1973, before me personally appeared D. D. COVINGTON, JR., as President of COVINGTON PROPERTIES, INC., sole general partner of LAKE PADGETT ESTATES, LTD., a Florida limited partnership, to me known to be the person described in and who executed the foregoing instrument for and on behalf of and as the act and deed of said limited partnership, for the uses and purposes therein expressed, pursuant to authority lawfully conferred upon him by said limited partnership.



WITNESS my hand and official seal the date aforesaid.

Annabelle Stuckey
Notary Public, State of Florida
at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 13, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS 7-13-77

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this 28th day of November, 1973, before me personally appeared D. D. COVINGTON, JR., as President of COVINGTON PROPERTIES, INC., to me known to be the person described in and who executed the foregoing instrument for and on behalf of and as the act and deed of said limited partnership, for the uses and purposes therein expressed, pursuant to authority lawfully conferred upon him by said limited partnership.



WITNESS my hand and official seal the date aforesaid.

Annabelle Stuckey
Notary Public, State of Florida
at Large
My Commission Expires: 7-13-77

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 13, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

finished and certificate of completion to be issued by the Committee.

"5. Until such time as Developers divest themselves of all lots within Lake Padgett Estates East, Developers shall appoint from time to time the Members of an Architectural Committee (The "Committee") to consist of not less than three (3) nor more than seven (7) members which shall exercise authority to approve plans and specifications, and Developers shall have the right to assign the Committee to the Property Owners' Association at any time. After Developers divest themselves of all lots within Lake Padgett Estates East, the Committee shall be elected by a majority of the votes of those Members of the Property Owners' Association voting."

All other terms of the said Supplemental Declaration of Covenants, Conditions and Restrictions dated November 26, 1973, referred to above, shall remain the same.

IN WITNESS WHEREOF, the Developers have executed this Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions this 28th day of November, 1973.

Witnesses:

Sharon M. Nelson
Annabell Stuckler

[Signature] (SEAL)
D. D. Covington, Jr.
[Signature] (SEAL)
Joyce Covington



COVINGTON PROPERTIES, INC.
[Signature]
D. D. Covington, Jr., President

LAKE PADGETT ESTATES, LTD.
By
COVINGTON PROPERTIES, INC.
sole general partner
[Signature]
D. D. Covington, Jr., President

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this 28th day of November, 1973, before me personally appeared D. D. COVINGTON, JR., to me known to be the person described in and who executed the foregoing instrument and he acknowledged the execution thereof as his free act and deed and for the uses and purposes therein mentioned.



Witness my hand and official seal the date aforesaid.
Annabell Stuckler
Notary Public, State of Florida
at Large
MY COMMISSION EXPIRES JULY 13, 1977
BONDED TRAVEL GENERAL INSURANCE UNLIMITED

40572R

Florida, more specifically described as follows:

From a point 1.95' North and 189.61' West of the NW corner of the NE 1/4 of S17, T26S, R19E, Pasco County, Florida run S 89° 24' 40" E, 1530'; run thence S 03° 53' 16" W, 215.37', run thence S 05° 27' 42" W, 2093.79', run thence S 29° 48' 05" W, 131.42', run thence S 81° 42' 52" W, 1170.28', run thence S 03° 01' 03" E, 225.00', run thence S 66° 59' 18" W, 944.13', run thence on an arc to the right of 70' subtended by a chord of 75.75', chord bearing N 12° 11' 50" E, run thence N 24° 41' 50" E, 303.67', run thence N 65° 18' 10" W, 35.00', run thence N 24° 41' 50" E, 54.63', run thence N 27° 00' 59" E, 103.36', run thence on an arc to the right of 103.36', subtended by a chord at 102.91', ch. brg. N 46° 25' 50" E, run thence on an arc to the right of 77.30', subtended by a chord of 77.11', ch. brg. N 62° 30' 00" E, run thence N 69° 31' 30" E, 26.59', run thence on an arc to the left of 32.69', subtended by a chord of 30.41', ch. bearing N 32° 03' 34" E, run thence N 05° 24' 21" W, 1208.16', run thence on an arc to the left of 111.37', subtended by a chord of 89.74', chord bearing N 69° 13' 08" W, run thence on an arc to the right of 154.40' subtended by a chord of 153.03', chord bearing S 60° 10' 17" W, run thence S 77° 22' 55" W, 99.28', run thence on an arc to the right of 107' subtended by a chord of 106.92', chord bearing N 81° 27' 01" W, run thence N 17° 43' 56" E, 429.00', run thence N 85° 36' 26" E, 1081.00', run thence N 19° 00' 49" W, 327.00', run thence N 00° 35' 20" E, 300.00', run thence N 89° 24' 40" W, 218.84', run thence N 00° 35' 20" E, to the Point of Beginning.

EXHIBIT "A"

AREA "B"

Should be also
OR 725 Page 264

"B"

A tract of land lying in Section 17, T26S, R19E, Pasco County, Florida, more specifically described as follows:

From a point 1.95' North and 189.61' West of the NW corner of the NE 1/4 of S17, T26S, R19E, Pasco County, Florida run S 89° 24' 40" E, 1530'; run thence S 03° 53' 16" W, 215.37'; run thence S 05° 27' W, 2093.79'; run thence S 29° 48' 05" W, 131.42'; run thence S 82° 42' 52" W, 1170.28'; run thence S 03° 01' 03" E, 225.00'; run thence S 66° 59' 18" W, 944.13'; run thence on an arc to the right of 76 subtended by a chord of 75.75', chord bearing N 12° 11' 50" E, run thence N 24° 41' 50" E, 303.67'; run thence N 65° 18' 10" W, 35.00' run thence N 24° 41' 50" E, 54.63'; run thence N 27° 00' 59" E, 18 run thence on an arc to the right of 103.36', subtended by a chord at 102.91', ch. brg. N 46° 25' 50" E, run thence on an arc to the right of 77.30', subtended by a chord of 77.11', ch. brg. N 62° 36' E, run thence N 69° 31' 30" E, 26.59'; run thence on an arc to the left of 32.69', subtended by a chord of 30.41', ch. bearing N 32° 03' 34" E, run thence N 05° 24' 21" W, 1208.16'; run thence on an arc to the left of 111.37', subtended by a chord of 89.74', chord bearing N 69° 13' 08" W, run thence on an arc to the right of 154.40' subt by a chord of 153.03', chord bearing S 60° 10' 17" W, run thence S 77° 22' 55" W, 99.28'; run thence on an arc to the right of 107. subtended by a chord of 106.92', chord bearing N 81° 27' 01" W, run thence N 17° 43' 56" E, 429.00'; run thence N 85° 36' 26" E, 1081.1 run thence N 19° 00' 49" W, 327.00'; run thence N 00° 35' 20" E, 30 run thence N 89° 24' 40" W, 218.84'; run thence N 00° 35' 20" E, 1 to the Point of Beginning.

"B"

EXHIBIT "A"

the delay to the
Suzanne M. DeB...
of 11/26/73

510
 510
 510
 530

OK
 [Signature]