

AGREEMENT

THIS AGREEMENT is made, executed and entered into by and between TALLAVANA HOMEOWNERS ASSOCIATION, INC., hereafter referred to as the "ASSOCIATION", and W. GERALD HARRIS and MASON K. HARRIS, his wife, hereafter referred to as "HARRIS". The effective date of this Agreement shall be the date the last of the parties executes this Agreement.

W I T N E S S E T H :

WHEREAS, the ASSOCIATION presently is the present record title holder of certain roads, pavilion area, lake bottom, and other real property described in those attachments to an agreement recorded October 4, 1982, in Official Records Book 296, Page 1922, of the Public Records of Gadsden County, Florida; and

WHEREAS, the ASSOCIATION is the representative body of a substantial portion of homeowners and property owners in a development described in Parcel "A" in those Restrictive Covenants dated November 3, 1972, and recorded in Official Records Book 155, Page 10, of the Public Records Book of Gadsden County, Florida, and known as LAKE TALLAVANA, an unrecorded subdivision (hereafter referred to as the "LAKE TALLAVANA DEVELOPMENT"), and

WHEREAS, the ASSOCIATION is desirous of maintaining the security and privacy of the Lake Tallavana Development so that all access to the Lake Area and those roads presently owned by the ASSOCIATION will be controlled by locked gates with access only to homeowners or their invited guests; and

WHEREAS, HARRIS is the owner of that certain real property located in Parcel "A" in those Restrictive Covenants dated November 4, 1972, and recorded in Official Records Book 155, Page 10, of the Public Records of Gadsden County, Florida, and as is more particularly described in Exhibit "A", attached hereto and made a part hereof (hereafter referred to as "AAA SECTION, LAKE TALLAVANA DEVELOPMENT"); and

WHEREAS, HARRIS has been granted two easements which are recorded in Official Records Book 293, Page 61-64, of the Public

Records Book of Gadsden County, Florida, which provide HARRIS access across property in Lake Tallavana Development, and as is more particularly described in Exhibit "B", attached hereto and made a part hereof; and

WHEREAS, HARRIS is presently developing 60± acres of the 91.46 acres of AAA Section, Lake Tallavana Development, described in Exhibit "A" for the purpose of selling lots for residential purposes; and

WHEREAS, HARRIS has access to Lake Tallavana and the other common areas of Lake Tallavana Development for use by those persons who purchase lots in the development above mentioned; and

WHEREAS, the ASSOCIATION desires to limit access to Lake Tallavana to residents of the AAA Section, Lake Tallavana Development under certain specified terms set forth herein; and

WHEREAS, HARRIS is agreeable to those terms;

NOW THEREFORE, for and in consideration of the hereinafter state premises, terms, and conditions, and other good and valuable considerations, the receipt and sufficiency of which are hereby conclusively acknowledged, the parties hereto do agree as follows:

1. HARRIS agrees to erect a metal gate across the cul-de-sac area of AAA Section, Lake Tallavana Development, which will adjoin the hereinabove referenced easement by a ^{P.L.}thirty (30) _{W.H.} foot roadway. Said gate shall remain locked when not in use and keys will be issued only to residents of the AAA Section, Lake Tallavana Development by the ASSOCIATION.

2. (a) HARRIS agrees to grant to the ASSOCIATION the two easements recorded in Official Records Book 293, Pages 61-64, Exhibit "B" hereto, within thirty (30) days after the last of the parties executes this Agreement and will reserve in such conveyance the ingress and egress rights of AAA Section, Lake Tallavana Development property owners in accordance with this Agreement.

^{W.H.}_{P.O.} (b) HARRIS agrees to grant by deed to the Association a thirty (30) foot road from the easements mentioned in Exhibit "B" to the cul-de-sac at the end of the county maintained Road

in AAA Section, Lake Tallavana Development, reserving in such conveyance the ingress and egress rights of AAA Section, Lake Tallavana Development, property owners in accordance with this agreement.

3. HARRIS agrees to either cut a ditch across the area of the easement to Lake Tallavana, as described above, or place a culvert under the area for the purpose of allowing the natural drainage flow to continue uninterrupted by the easement.

4. HARRIS agrees that by this Agreement those restrictive covenants previously deleted from that certain instrument dated November 3, 1972, and recorded in Official Records Book 155, Page 10 of the Public Records of Gadsden County, Florida, shall be imposed as Restrictive Covenants upon purchasers in "AAA Section, Lake Tallavana Development" to-wit: Paragraph 12 requiring membership in the Tallavana Homeowners Association, Inc., and paragraph 14 requiring approval of residential structures by the Lake Tallavana Architectural Control Committee.

5. HARRIS agrees that he is presently developing 60± acres of real property described in Exhibit "A" for residential lots. In addition, HARRIS is to develop roads to said lots. It is specifically understood and agreed that the ASSOCIATION shall have no responsibility for those roads that are county maintained either for development or maintenance now or in the future. The ASSOCIATION will not accept title or responsibility for said county maintained roads. The ASSOCIATION will, however, be responsible for maintenance of non-county maintained roads commencing with the road conveyed in paragraph 2(b) above. Moreover, when the remaining 31.47± acres are developed by HARRIS and roads therein are brought up to standards of other unpaved roads in Tallavana, the Association will accept title to said roads and become responsible for the maintenance of these roads. It is further expressly understood and agreed that should the parties not agree that the roads meet the standards of the other unpaved roads in Lake Tallavana Development, then the parties agree to abide by the decision of a panel of arbitrators to be composed of one person chosen by the ASSOCIATION, one person chosen by

HARRIS, and a third unbiased person chosen by the two persons selected by the ASSOCIATION and HARRIS. The decision of the panel shall be final.

6. The ASSOCIATION agrees to maintain the hereinabove described easements and roadways being conveyed to it for the use and benefit of its members and the property owners of AAA Section, Lake Tallavana Development. The ASSOCIATION further agrees that it will in no way block or prohibit AAA Section, Lake Tallavana Development, property owners from ingress and egress across the hereinabove described easements and roadways through said gate, for lake usage, pavilion usage and other benefits of membership in the ASSOCIATION.

7. As to the AAA Section, Lake Tallavana Development, it is agreed as follows:

(a) Immediately upon conveyance of any of the lots in Exhibit "A", the lot owner shall become a member of the ASSOCIATION and be liable for homeowner's assessments.

(b) HARRIS shall not be liable for assessments for those lots which he owns within the parcel described in Exhibit "A", HARRIS shall be able to treat the entire development as one lot and shall be assessed annually as a single lot owner until all lots are sold.

(c) As an additional restrictive covenant on each lot conveyed by HARRIS subsequent purchasers or assigns shall be prohibited from acquiring, accepting, or granting any right of ingress and egress over said lot for any purpose. Notwithstanding any of the above, it is specifically agreed that utility easements for sewer, water, electricity, telephone and drainage may be given by the various property owners, subject to the restrictive covenants of the Lake Tallavana Development.

(d) HARRIS agrees not to divide the lots in the AAA Section, Lake Tallavana Development, into less than one half (1/2) acre lots and will so restrict the lots as they are conveyed. All lots will be governed by the restrictive covenants recorded in Official Records Book 155, Page 10, as modified in paragraph 4 above.

8. HARRIS represents that they do not have, hold or own any easements, licenses or other rights for ingress or egress which will connect any of the roads in the Lake Tallavana Development to any public roads, except the one entrance road, connecting the AAA Section, Lake Tallavana Development to State Road 12. HARRIS and their heirs and assigns agree that they will not acquire or accept any right of ingress or egress which is then or thereafter used by anyone to connect the Lake Tallavana Development to State 12, without the express written consent of the ASSOCIATION. This provision shall not be construed to limit the right of HARRIS to develop the remaining parcel of property he owns in accordance with the provisions of this agreement except that he will not acquire any additional public access.

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be executed according to law.

Dated this 10 day of September 1983

In the Presence of:

TALLAVANA HOMEOWNERS ASSOCIATION, INC.

[Signature]
[Signature]
As to Tallavana Home-owners Association, Inc.

By [Signature]
As its:
Attest: [Signature]
Secretary



(Corporate Seal)

[Signature]
[Signature]
As to W. Gerald Harris and Mason K. Harris

[Signature]
W. GERALD HARRIS
[Signature]
MASON K. HARRIS

BEFORE ME personally came and appeared W. GERALD HARRIS and MASON K. HARRIS, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and they acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal on this 14th day of September, 1983.

[Signature]
NOTARY PUBLIC
Notary Public, State of Florida
My Commission Expires Sept. 16, 1985
Emailed by Ulise A. [Signature] Secretary



