

This instrument prepared by
Raymond M. Ivey, Esquire
SCRUGGS & CARMICHAEL, P.A.
4041-B Northwest 37 Place
Gainesville, Florida 32606
(Statutory Form §689.02 F.S.)
14-1131 INNOVAT

Inst: 201412004347 Date: 3/28/2014 Time: 11:32 AM
Doc Stamp-Deed: 2100.00
DC, P DeWitt Cason, Columbia County Page 1 of 2 B-1271 P: 2022

THIS WARRANTY DEED, made and entered into
on this 17th day of **March, 2014**, by and between

SOUTHEASTERN FUNDING PARTNERS, LLLP, a Florida limited partnership

whose address is **2835 NW 41 STREET, UNIT 220, Gainesville, FL 32606**
hereinafter called Grantor*, and

INNOVATIVE HOME BUILDERS OF NORTH FLORIDA, INC., a Florida corporation

whose address is **POST OFFICE BOX 1192, High Springs, FL 32655**
hereinafter called Grantee(s)*

WITNESSETH, that said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10 00) and other valuable consideration to said Grantor in hand paid by said Grantee(s), the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee(s), the following described land, situated, lying and being in Columbia County, Florida, to-wit:

SEE EXHIBIT 'A', ATTACHED HERETO AND MADE A PART HEREOF.

Parcel Identification Number: R03011-101, R03011-102, R03011-103, R03011-104, R03011-105, R03011-106, R03011-107, R03011-108, R03011-109, R03011-110, R03011-111, R03011-112, R03011-113, R03011-114, R03011-115, R03011-116, R03011-117, R03011-118, R03011-119, R03011-120, R03011-121, R03011-122, R03011-123, R03011-124, R03011-125, R03011-126, R03011-127, R03011-128, R03011-129, R03011-130, R03011-198, R03011-199,

SUBJECT TO easements and restrictions of record, if any;
SUBJECT TO Taxes for 2014 and all subsequent years;

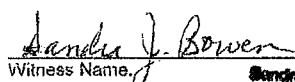
TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining

AND said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever

*(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

IN WITNESS WHEREOF, the Grantor has executed this deed under seal on the day and year first above written


Witness Name RAYMOND M. IVEY


Witness Name Sandra J. Bowen

SOUTHEASTERN FUNDING PARTNERS, LLLP
By 
C. FREDERICK THOMPSON, Manager of THOMPSON
CAPITAL MANAGEMENT, LLC, its General Partner

State of Florida
County of Alachua

The foregoing Warranty Deed was acknowledged before me this 17th day of March, 2014 by C. FREDERICK THOMPSON on behalf of SOUTHEASTERN FUNDING PARTNERS, LLLP, who [] is personally known or [] produced a driver's license as identification

[Notary Seal] RAYMOND M. IVEY
Commission # FF 067107
Expires January 7, 2018


Notary Public
Printed Name: RAYMOND M. IVEY

Exhibit A

PARCEL "A"; TOWNSHIP 4 SOUTH RANGE 16 EAST

Section 15. Commence at the Southeast corner of the Southeast 1/4 of the Northwest 1/4, thence run South 88°59'26" West along the South line of the Southeast 1/4 of the Northwest 1/4, a distance of 197.14 feet to the Point of Beginning, thence continue South 88°59'26" West along said South line, a distance of 195.55 feet; thence North 04°26'10" East, a distance of 76.04 feet to a point on the South line of a parcel of land recorded in O R. Book 527, Pages 760 and 761 of the Public Records of Columbia County, Florida, thence North 69°12'47" West along said South line and its Westerly extension thereof a distance of 767.91 feet to a point on the Southeasterly right of way line of State Road No. 247, thence North 41°30'44" East, along the Southeasterly right of way line of State Road No. 247, a distance of 1014.74 feet; thence South 74°37'20" East, along the North line of a parcel of land recorded in O R. Book 633, Page 396 of the Public Records of Columbia County, Florida, a distance 427.04 feet to a point on the East line of the Southeast 1/4 of the Northwest 1/4 of Section 15, thence continue South 74°37'20" East, along the North line of a parcel of land recorded in O R. Book 1052, Pages 1335 through 1337 of the Public Records of Columbia County, Florida, a distance of 59.70 feet to a point on the Westerly right of way line of Nursery Road (a County maintained grade); thence South 07°42'17" East, along said Westerly right of way line of Nursery Road (a County maintained grade), a distance of 369.29 feet to a point of curve of a curve concave to the West having a radius of 130.81 feet and a central angle of 59°21'20", thence Southwesterly along the arc of said curve being also the Westerly right of way line of Nursery Road (a County maintained grade), a distance of 135.51 feet to the point of tangency of said curve, thence South 59°25'05" West, still along said Westerly right of way line of Nursery Road (a County maintained grade), a distance of 9.33 feet to the point of curve of a curve concave to the Southeast having a radius of 270.10 feet and a central angle of 11°59'04"; thence Southwesterly along the arc of said curve, still being the Westerly right of way of Nursery Road (a County maintained grade), a distance of 56.50 feet to a point on the East line of the Southeast 1/4 of the Northwest 1/4 of Section 15, thence South 01°14'04" East, along said East line of the Southeast 1/4 of the Northwest 1/4 of Section 15, a distance of 86.13 feet, thence North 74°29'20" West, along the South line of a parcel of land recorded in O R. Book 426, Page 473 of the Public Records of Columbia County, Florida, a distance of 233.32 feet, thence South 11°17'31" West, along the East line of a parcel of land recorded in O R. Book 527, Pages 760 and 761 of the Public Records of Columbia County, Florida, a distance of 414.47 feet, thence South 69°12'47" East, a distance of 125.36 feet to the Point of Beginning.

Less and Except that part of captioned property lying within County maintained road right of ways

LESS AND EXCEPT

PARCEL B

TOWNSHIP 4 SOUTH RANGE 16 EAST

SECTION 15. Commence at the Southeast Corner of the SE 1/4 of the NW 1/4, thence run South 88°59'28" West, along the South Line of the SE 1/4 of the NW 1/4, a distance of 197.14 feet to the Point of Beginning, thence continue South 88°59'28" West, along said South Line, a distance of 196.55 feet, thence North 04°28'10" East, a distance of 76.04 feet to a point on the South Line of a parcel of land recorded in Official Records Book 527, Pages 760 and 761 of the public records of Columbia County, Florida, thence North 69°12'47" West, along said South Line and its Westerly extension thereof, a distance of 767.91 feet to a point on the Southeasterly Right-of-Way Line of State Road No. 247, thence North 41°30'44" East, along the Southeasterly Right-of-Way Line of State Road No. 247, a distance of 451.81 feet to the Point of Beginning, thence run South 48°29'16" East, a distance of 145.00 feet, thence run North 41°30'44" East, a distance of 185.00 feet, thence run North 48°29'16" West, a distance of 145.00 feet to said Southeasterly Right-of-Way Line of State Road No. 247, thence run South 41°30'44" West, along said Southeasterly Right-of-Way Line, a distance of 185.00 feet to the Point of Beginning. Columbia County, Florida.

Said land having been subdivided into Rose Pointe, a subdivision recorded in Plat Book 9, Page 59 through 61, Public Records of Columbia County, Florida.

Inst. 201412007351 Date 5/15/2014 Time 2:53 PM
P. DeWitt Cason, Columbia County Page 1 of 3 B 1274 P 1896

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR ROSE POINTE**

This Amendment to Declaration of Restrictions and Protective Covenants for Rose Pointe is made this 13th day of May 2014, by IHB Holdings, Inc. (Developer), and Rose Pointe Homeowners Association, Inc., a Florida not for profit corporation (the Association).

BACKGROUND FACTS

- a. Developer is the owner of developed land in Rose Pointe, a platted subdivision.
- b. Rose Pointe is subject to the Declaration of Restrictions and Protective Covenants, dated December 26, 2007, and recorded in Official Records Book 1142, page 467 of the Public Records of Columbia County, Florida, (the Declaration).
- c. Developer is the holder of the rights of Developer as defined in the Declaration.

NOW THEREFORE, Developer, Owners and the Association hereby amend the Declaration pursuant to Article thereof, as follows:

1. **Background Facts.** The Background Facts as set forth above are agreed to be true and correct and are incorporated herein by this reference.
2. **Amendment to name.** The name of the subdivision shall be **Cottage Grove**.
3. **Article II, Section 1, "Residence Size:"** Section of Article II titled Residence Size shall be amended and restated as follows:

Only permanent dwellings shall be permitted which contain a minimum of 1,200 square feet of heated and cooled area, exclusive of garage and porches. No mobile homes shall be placed on the property. All dwellings must have an attached two-car garage of less than nineteen (19) feet by nineteen (19) feet. All garages must be attached to the residence and entered from the front of the dwelling.

4. **Amendment to Article III, Section 3 "Residential Use"**. Article III, Section 3 shall be amended and restated as follows:

The lots shall be used for residential purposes only. The restriction for residential purposes shall not preclude a lot or a portion thereof from being used for ingress or egress to adjacent property or for private or public roadway purposes. No business or commercial building may be erected on any lot and no business may be conducted thereon. No billboards or advertising signs shall be erected on any lot, except such signs as may be reasonably required for sale purposes, provided such 'for sale' signs are typical signs used in the marketing of residential real property.

4. **Amendment to Article III, Sections 6. "Pets, Livestock and Poultry"**. Section 6 of Article III titled Pets, Livestock and Poultry shall be amended and restated as follows:

No cattle, swine, sheep, goats or poultry of any kind shall be raised, bred or kept on any Lot, except that up to a total of three (3) dogs, cats or other household pets may be kept per lot, provided that they are not kept, bred or maintained for any commercial purposes and provided that they do not run loose without a leash outside of Owner's lot or otherwise cause an annoyance or disturbance.

5. **Amendment to Article III, Section 9 "Setbacks and Fencing"**. Section 9 of Article III titled Setbacks and Fencing shall be amended and restated as follows:

All buildings will be set back at least twenty (20) feet from the front line; fifteen (15) feet from the rear lot line; and ten (10) feet from the interior side lot lines. Any fences must be constructed with new materials other than farm fencing, and no fence shall be placed nearer to the street than the rear of the dwelling. All fencing must be approved by the Association. No outside clothes lines for drying laundry are permitted.

6. **Amendment to Article III, Section 17 "Membership"**. Section 17 of Article III titled Membership shall be amended and restated as follows:

Each owner of a Lot within the development shall, as an appurtenance to ownership of such Lot, have membership in the Owners' Association, subject to the Articles of Incorporation and By-Laws thereof, and the rights of membership in the Owners' Association shall be deemed to run with the title to each such Lot. Developer shall maintain control of the Association so long as Developer owns any Lots.

IN WITNESS WHEREOF, the undersigned Developer has hereunto signed this First Amendment to Declaration this 13th day of May 2014.

Signed, sealed and delivered in
our presence as witnesses:

Dustin N. Tully

Printed name Dustin N. Tully

William K. Scott

Printed name William K. Scott

Innovative Home Builders of
North Florida, Inc.,

by: Travis C. Williams
Travis C. Williams president

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this 13th day of May 2014, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Travis C. Williams, the President of Innovative Home Builders of North Florida, Inc., a Florida corporation**, who executed the foregoing instrument on behalf of said corporation, who acknowledged before me that he executed the same, and who (X) is personally known to me or who () presented _____ as identification.



Kim L. Sweat
Notary Public
(NOTARY SEAL)
My Commission Expires:

IN WITNESS WHEREOF, the undersigned Association has hereunto signed this First Amendment to Declaration this 13th day of May 2014.

Signed, sealed and delivered in
our presence as witnesses:

Dustin N. Tully

Printer name Dustin N. Tully

[Signature]

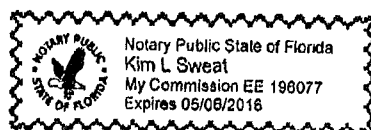
Printed name William K. Scott

Rose Pointe Homeowners
Association, Inc.

by: [Signature]
Travis C. Williams president

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this 13th day of May 2014, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Travis C. Williams, the President of ROSE POINTE HOMEOWNERS ASSOCIATION, Inc., a Florida corporation**, who executed the foregoing instrument on behalf of said corporation, who acknowledged before me that he executed the same, and who (X) is personally known to me or who () presented _____ as identification.



Kim L. Sweat
Notary Public
(NOTARY SEAL)
My Commission Expires: