

WARRANTY DEED FROM CORPORATION

OFF. REC. 696 PAGE 6-A

This Warranty Deed Made and executed the 24<sup>th</sup> day of July A. D. 1974 by

Woodrun Properties, Inc.

a corporation existing under the laws of Florida, and having its principal place of business at Tallahassee, Florida

hereinafter called the grantor, to Michael G. Flowers and Gail C. Flowers, his wife and Johnnie G. Coggins and Myrtle L. Coggins, his wife.

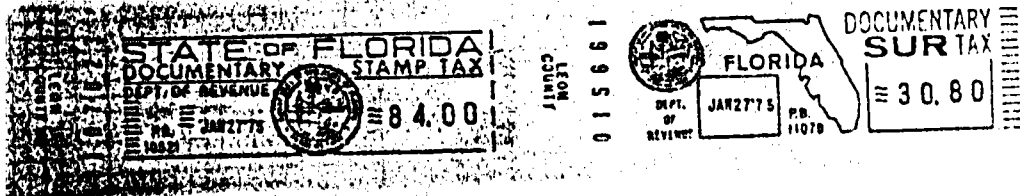
whose postoffice address is

hereinafter called the grantees:

(Wherever used herein the terms "grantor" and "grantee" include a) the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantees, all that certain land situate in Leon County, Florida, viz:

See Attached Marked "EXHIBIT A"



Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantees that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes for the year 1974 and except restrictive covenants attached hereto, made a part hereof and marked "EXHIBIT B"



In Witness Whereof

the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written. Woodrun Properties, Inc.

By: Edward J. O'Donnell President

Signed, sealed and delivered in our presence:

Handwritten signatures of Carol C. Barnett and John Barnett.

STATE OF Florida COUNTY OF Leon

HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Edward J. O'Donnell and David A. Johnston, President and Secretary-Treasurer respectively of Woodrun Properties, Inc.

known to be the persons described in and who executed the foregoing instrument, and they acknowledged before me that they

executed the same in their own free will and legal mind, and they acknowledged before me that they

executed the same in their own free will and legal mind, and they acknowledged before me that they



Carol C. Barnett Notary Public, State of Florida

SPACE BELOW FOR RECORDERS USE. RECORDED IN THE PUBLIC RECORDS OF LEON CO. FLA. IN THE BOOK & PAGE IND. JUN 27 11 38 AM 1974 AT THE TIME & DATE NOTED PAUL F. HARTSFIELD CLERK OF CIRCUIT COURT

EXHIBIT "A"

HONEY HILL

Tract 4

Commence at the Southeast corner of the Northeast Quarter of the Northwest Quarter of Section 8, Township 1 South; Range 2 East, Leon County, Florida, and run thence South 00 degrees 19 minutes 09 seconds West along the West boundary of the East Half of said Section 8 a distance of 1782.73 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 00 degrees 19 minutes 09 seconds West along said West boundary 449.02 feet, thence run North 89 degrees 19 minutes 09 seconds East 232.0 feet to the center of a proposed cul-de-sac with a 50.0 foot radius, thence run North 06 degrees 19 minutes 39 seconds West 448.99 feet, thence West 180.0 feet to the POINT OF BEGINNING; containing 2.12 acres, more or less.

The Westerly 20.0 feet of the foregoing described property being subject to a utility easement.

Also the foregoing described property being subject to the following described cul-de-sac: Commence at the Southeast corner of the Northeast Quarter of the Northwest Quarter of Section 8, Township 1 South; Range 2 East, Leon County, Florida, and run thence South 00 degrees 19 minutes 09 seconds West along the West boundary of the East Half of said Section 8 a distance of 2231.75 feet, thence North 89 degrees 19 minutes 09 seconds East 182.0 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 89 degrees 19 minutes 09 seconds East 50.0 feet, thence North 06 degrees 19 minutes 39 seconds West 50.0 feet to a point on a curve concave to the Southeast (the center of said curve being South 06 degrees 19 minutes 39 seconds East 50.0 feet), thence Southwesterly along said curve with a radius of 50.0 feet, through a central angle of 84 degrees 21 minutes 12 seconds, for an arc distance of 73.61 feet to the POINT OF BEGINNING.

ALSO:

HONEY HILL

Tract 5

Commence at the Southeast corner of the Northeast Quarter of the Northwest Quarter of Section 8, Township 1 South; Range 2 East, Leon County, Florida, and run thence South 00 degrees 19 minutes 09 seconds West along the West boundary of the East Half of said Section 8 a distance of 1782.73 feet, thence East 180.0 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue East 210.0 feet, thence South 02 degrees 51 minutes 25 seconds East 431.73 feet to the centerline of a proposed 50.0 foot roadway, thence run South 85 degrees 19 minutes 02 seconds West along said centerline 182.66 feet to the center of a cul-de-sac with a 50.0 foot radius, thence run North 06 degrees 19 minutes 39 seconds West 448.99 feet to the POINT OF BEGINNING; containing 1.98 acres, more or less.

The foregoing described property being subject to the following described roadway easement and cul-de-sac: Commence at the Southeast corner of the Northeast Quarter of the Northwest Quarter of Section 8, Township 1 South; Range 2 East, Leon County, Florida, and run thence South 00 degrees 19 minutes 09 seconds West along the West boundary of the East Half of said Section 8 a distance of 2231.75 feet, thence North 89 degrees 19 minutes 09 seconds East 232.0 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run thence North 06 degrees 19 minutes 39 seconds West 50.0 feet to a point on a curve concave to the Southwesterly (the center of said curve being South 06 degrees 19 minutes 39 seconds East 50.0 feet), thence Southeasterly along said curve with a radius of 50.0 feet, through a central angle of 61 degrees 39 minutes 03 seconds for an arc distance of 53.80 feet, thence North 85 degrees 19 minutes 02 seconds East 140.15 feet, thence South 02 degrees 51 minutes 25 seconds East 25.01 feet to the centerline of a proposed 50.0 foot roadway, thence South 85 degrees 19 minutes 02 seconds West along said centerline 182.66 feet to the POINT OF BEGINNING.

ALSO:

HONEY HILL

Tract 6

Commence at the Southeast corner of the Northeast Quarter of the Northwest Quarter of Section 8, Township 1 South; Range 2 East, Leon County, Florida, and run thence South 00 degrees 19 minutes 09 seconds West along the West boundary of the East Half of said Section 8, a distance of 1782.73 feet, thence East 390.0 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue East 27.24 feet, thence South 72 degrees 30 minutes 00 seconds East 180.0 feet, thence South 01 degree 49 minutes 35 seconds East 361.78 feet to the centerline of a proposed 50.0 foot roadway, thence run South 85 degrees 19 minutes 02 seconds West along said centerline 189.55 feet, thence North 02 degrees 51 minutes 25 seconds West 431.73 feet to the POINT OF BEGINNING; containing 1.78 acres, more or less.

The Southerly 25.0 feet of the foregoing described property being subject to a roadway easement.

ALSO:

HONEY HILL

Tract 7  
Commence at the Southeast corner of the Northeast Quarter of the Northwest Quarter of Section 8, Township 1 South; Range 2 East, Leon County, Florida, and run thence South 00 degrees 19 minutes 09 seconds West along the West boundary of the East Half of said Section 8, a distance of 1782.73 feet, thence East 417.24 feet, thence South 72 degrees 30 minutes 00 seconds East 180.0 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 72 degrees 30 minutes 00 seconds East 280.0 feet, thence South 12 degrees 30 minutes 00 seconds West 300.0 feet to the centerline of a proposed 50.0 foot roadway, thence North 77 degrees 30 minutes 00 seconds West along said centerline 104.93 feet, thence South 85 degrees 19 minutes 02 seconds West along said centerline 88.43 feet, thence North 01 degree 49 minutes 35 seconds West 361.78 feet to the POINT OF BEGINNING; containing 1.72 acres, more or less.

The Southerly 25.0 feet of the foregoing described property being subject to a roadway easement.

EXHIBIT "B"

ARTICLE I  
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Leon County, Florida, contains 7.6 acres more or less, known as tract No. 4, 5, 6, & 7, and is more particularly described in Exhibit "A" attached hereto.

ARTICLE II  
GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owners, their respective legal representatives, heirs, successors, and assigns, for a term of (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Section 2. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

ARTICLE III  
AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS.

The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract or deed subsequent Declaration of Covenant and Restrictions, or other instrument hereinafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants

and restrictions herein contained, and (c) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

ARTICLE IV  
ARCHITECTURAL CONTROL

No improvements, as defined herein, shall be commenced, erected or maintained upon The Properties nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted in duplicate to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural control committee. The Architectural Control Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and site grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons.

ARTICLE V  
ARCHITECTURAL CONTROL COMMITTEE

Membership. The Architectural Control Committee shall be the developer or their appointees.

Procedure. The Committee's approval, disapproval, or waiver as required in these covenants shall be in writing. In the event the Committee or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. At least ten days prior to the commencement of construction, such plans and specifications shall be submitted to the Committee and shall consist of not less than the following: elevation drawings, and a plot plan showing location and orientation of all buildings, trees, other structures, and improvements proposed to be constructed on the building plot, with all building restriction lines shown.

EXHIBIT "B" Continued

ARTICLE VI  
TEMPORARY STRUCTURES

Except as otherwise provided herein, no structure of a temporary character, basement, tent, shack, tool or storage sheds, barn or other outbuilding of any type shall be located on any site at any time, unless approved by the Architectural Control Committee.

ARTICLE VII  
SINGLE-FAMILY SITE AREA AND WIDTH

No dwelling shall be erected or placed on any single-family site having a width of less than 125 feet at the place the dwelling is proposed to be erected nor shall any dwelling be erected or placed on any site having an area of less than ~~2,500~~<sup>6,000</sup> square feet.

ARTICLE VIII  
SINGLE-FAMILY DWELLING QUANTITY AND SIZE

The ground floor area of the main structure, exclusive of one-story porches, garages, carports, and patios, shall be not less than ~~2,000~~<sup>1,300</sup> square feet.

In the event a structure contains more than one story, the ground floor must contain not less than ~~600~~<sup>900</sup> square feet and must be completely finished as living area, and at least ~~400~~<sup>500</sup> square feet of the second floor area must be completely finished as living area. However, the total square footage must equal or exceed that of the required one-story dwelling.

ARTICLE IX  
BUILDING LOCATION

Section 1. No building shall be located on any site nearer than 85 feet to the front property line, or nearer than 25 feet to any side property line, or as otherwise specified by the Architectural Control Committee.

Section 2. No single-family dwelling shall be located nearer than 25 feet to an interior property line. No single-family dwelling shall be located on any interior site nearer than 50 feet to the rear line.

Section 3. No driveway shall be located nearer than 5 feet to an interior property line.

Section 4. Except as otherwise provided herein, no fence of any kind shall be placed or constructed nearer to the front property line than the building set-back line or the front corner of the residence, whichever is greater. No fence shall be located nearer than 2 inches to an interior property line.

ARTICLE X  
GARAGES AND CARPORTS

Each Living Unit that has a functional carport or garage shall be screened on sides which are visible from the street, which runs in front of the property, in such a manner that objects located within the carport shall present a broken and obscured view from the outside thereof.

ARTICLE XI  
SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any site unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the State of Florida and Leon County Health Departments. Approval of such system as installed shall be obtained from such department or departments.

ARTICLE XII  
GARBAGE AND REFUSE DISPOSAL

No site shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs, or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on the property and shall not be kept except in sanitary containers which shall be screened on sides which are visible from the street.

ARTICLE XIII  
SIGNS

No sign of any kind shall be displayed to the public view on any site except one sign of not more than five square feet advertising the property for sale or rent. All signs must be approved in writing by the Architectural Control Committee.

ARTICLE XIV  
EASEMENTS

The Owner, by separate document, grants a perpetual easement and right-of-way for the purpose of constructing and maintaining roads, streets, drainage facilities, sewer, water, electrical, and such other facilities over, upon, under, and across the front 25 feet of each interior lot, (25) feet across the front and one side of corner lots, and fifty (50) feet on the front of lots adjacent to a cul-de-sac.



EXHIBIT "B" Continued

Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each site and all improvements in it shall be maintained continuously by the owner of the site, except for those improvements for which a public authority or utility company is responsible.

ARTICLE XV  
LIVESTOCK AND POULTRY

The ownership of two (2) horses or one cow will be permitted to an owner provided that the owner shall adequately fence the area confining the animals to the rear of the home on the property, so as not to create a nuisance to adjoining land owners.

No other animals, livestock of any kind shall be raised, bred, or kept on any site, except dogs, cats, poultry, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and further provided that they are not allowed to wander or roam freely about the neighborhood should they become a nuisance to other owners.

ARTICLE XVI  
OIL, AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, or maintained for any commercial purpose.

ARTICLE XVII  
NUISANCES

No noxious or offensive activity shall be carried on upon any site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or tend to damage or destroy either private or public property.

EXHIBIT "B" Continued

ARTICLE XVIII  
WATER SYSTEMS

No private water system (deepwell) shall be located closer to the front property line, than 75 feet from the rear property line. Nor shall any private water system be located closer than 50 feet to any side lotline. With exception, however, a private water system may be located within the interior walls of a single family dwelling, such as within a garage, provided said system is properly screened or enclosed from the street in front or on the side of the property. All water system pumps, water tanks, etc. which <sup>DAC</sup> are located outside the confines of the dwelling, shall be enclosed, housed and/or properly screened with shrubbery from view <sup>from</sup> ~~of~~ the street. Such screening must be approved in writing by the Architectural Committee.