

WARRANTY DEED

THIS INSTRUMENT, made and entered into this 1st day of 1967,  
MARCH A.D. 1967, by and between Lester Lewis and Hazel  
A. Lewis, his wife, of the County of Leon and State of Florida,  
parties of the first part, and A.C. Jhonson and Hulda I. Jhonson,  
(wife) Address 3009 McGennis Arm, Tallahassee Fla. (Megan)  
, of the County of LEON State of FLORIDA,  
parties of the second part,

W I T N E S S E T H:

That the said parties of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said parties of the second part, his her their heirs and assigns forever, the following described land, situate, lying and being in the County of Wakulla, State of Florida, to-wit:

WEST ONE-half (1/2) of LOT # 10 Block "D" containing 25 feet (twenty-five feet) by 100' feet deep. WEST POINT S UB-DIVISION, Live Oak Island Wakulla Co. Route #2 Crawfordville, Florida. As recorded this 2nd of May 1955 by the Clerk of the Circuit Court of Wakulla County, Plat book 1, page 19.

This conveyance is made subject to the following covenants and restrictions which are and shall continue to be covenants running with the land, enforceable by grantor or any other property owner in said West Point Subdivision of Live Oak Island in Wakulla County, Florida.

1. Property shall be used for residential purposes only.
2. Ownership, occupancy and use shall be restricted to members of the Caucasian race. (Except domestic employees employed by and residing with such Caucasian family).
3. Only one (1) dwelling with appurtenances shall be erected on each lot. No buildings shall be erected closer than five (5) feet from the property line.

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 TALLAHASSEE, FLORIDA  
 27243

4. No residence shall be constructed which shall contain less than 750 square feet of floor space (excluding porches).
5. No sewage nor garbage shall be emptied or allowed to be emptied into the adjacent bay or Gulf and the installation and use of approved septic tanks is mandatory (all out-door toilets are prohibited).
6. A 3 foot easement for each lot if and when necessary for the purpose of installing and servicing utilities is reserved.
7. No use of the premises shall be maintained that amounts to a common-law nuisance in the community.

The purchaser<sup>s</sup>, his her their heirs, successors and assigns in ownership, or possession and use, upon entering into possession under the terms of this deed, consent and agree to the enforcement of the foregoing restrictive covenants by injunction, in addition to any other remedies provided by law and delay by any person in seeking such redress shall not operate as a waiver of the complaining parties' right to assert the same.


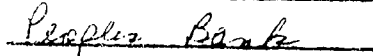
AND the said parties of the first part, subject to the above restrictive covenants, do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.


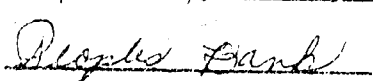
IN WITNESS WHEREOF, the said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

 (SEAL)  
LESTER LEWIS

 (SEAL)  
HAZEL A. LEWIS

STATE OF FLORIDA

COUNTY OF Leon

I HEREBY CERTIFY that on this 23 day of March A.D. 1952 before me personally appeared Lester Lewis and Hazel A. Lewis, his wife, to me known to be the persons described in and who executed the foregoing document, and severally acknowledged the execution thereof to be their own free act and deed for the uses and purposes therein mentioned, and the said Hazel A. Lewis, wife of the said Lester Lewis, on a separate and private examination taken and made by and before me, and separately and apart from her said husband, did acknowledge that she made herself a party to the said document for the purpose of renouncing, relinquishing and conveying all her right, title and interest, whether of dower or of separate property, statutory or equitable, in and to the lands therein described, and that she executed said document freely and voluntarily and without any constraint, fear, apprehension or compulsion of or from her said husband.

WITNESS my signature and official seal at Tallahassee in the County of Leon and State of Florida, the day and year last aforesaid.

Ernest Albert  
Notary Public, State of Florida at Large  
My Commission Expires Aug. 12, 1957

OFF. REC. 39 PPLG 318