

OFF REC 950 PAGE 1908

WARRANTY DEED

OSCAR JENNINGS KNOX III and CURRY POWELL, hereinafter referred to as Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations received from PAUL E. BIBB, JR. and PATRICIA B. BIBB, his wife, of _____

hereinafter referred to as Grantee, hereby, on this 18th day of January, 1980, conveys to the Grantee that real property located in Leon County, Florida, described as follows, to-wit:

Commence at the Southwest corner of the Southeast Quarter of the Southeast Quarter of Section 16, Township 2 North, Range 1 East, Leon County, Florida, and run thence North 00 degrees 04 minutes West 100 feet, thence North 51 degrees 45 minutes East 655.94 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run thence North 38 degrees 15 minutes West 353.50 feet, thence North 50 degrees 45 minutes 54 seconds East 246.35 feet, thence North 44 degrees 35 minutes 12 seconds East 23.88 feet, thence South 38 degrees 15 minutes East 360.71 feet, thence South 51 degrees 45 minutes West 270.01 feet to the POINT OF BEGINNING; containing 2.21 acres, more or less;

SUBJECT to taxes for the year 1980 and subsequent years, easements and restrictions of record which specifically are not reimposed or extended hereby;

ALSO SUBJECT to those certain Restrictive Covenants attached hereto as "Exhibit A" and made a part hereof;

and the Grantor covenants that the property is free of all encumbrances, except as above stated; that lawful esisin of and good right to convey that property are vested in the Grantor; and that the Grantor fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever. The terms Grantor and Grantee shall be deemed to include both the singular and plural where appropriate, and where the masculine gender is used, it shall include masculine, feminine or neuter, where appropriate.

490009
RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
IN THE YEAR 1980

JAN 18 3 45 PM 1980
THE DATE NOTED
IS THE DATE FILED
IN THE PUBLIC RECORDS
OFFICE OF THE CLERK OF THE
COURT OF LEON COUNTY, FLORIDA

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IN WITNESS WHEREOF, the Grantor has hereunto set his hand
and seal the day and year first above written.

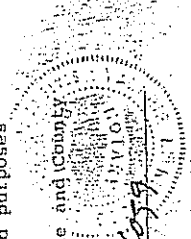
WITNESSES:

Walter E. Dancy
Valerie L. Fellogg
Oscar Jennings Roy III (SEAL)
Curry Powell (SEAL)

STATE OF FLORIDA,
COUNTY OF LEON.

I HEREBY CERTIFY that on this day, before me, a Notary
Public duly authorized in the State and County named above to
take acknowledgments, personally appeared OSCAR JENNINGS KNOX
III and CURRY POWELL to me known to be the person(s) described in
and who executed the foregoing WARRANTY DEED, and acknowledged
before me that they executed the same for the uses and purposes
therein expressed.

WITNESS my hand and official seal in the State and County
named above this 18th day of January, 1980.



Valerie L. Fellogg
NOTARY PUBLIC
My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Dec. 11, 1981
12/11/81

177971
STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
FOR JAN 1980
10523
57.60

EXHIBIT "A"
RESTRICTIVE COVENANTS

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1. No building, fence, wall or other structure shall be commenced, erected, maintained or constructed on any portion of the property (the "Lot") unless in architectural harmony with all surrounding structures and in no event nearer than forty (40) feet to the paved roadway contiguous to the front portion of the lot. No fence or wall shall be constructed, erected, maintained or commenced unless of wood, masonry or other such natural material.
2. The lot shall not be used for other than single family residential purposes. The lot shall not be subdivided into a lot containing less than two (2) acres. No building shall be erected, altered, placed, constructed or permitted to remain on the lot, except for one detached single family dwelling containing a minimum area in square feet as specified below.
3. No building shall be located on the lot nearer than seventy-five (75) feet to the front lot line or nearer than thirty-five (35) feet to any interior lot line. No driveway shall be located nearer than three (3) feet to any interior lot line. For the purpose of these covenants, eaves and steps shall not be considered as part of a building. The term "front line" shall be construed as the lot line bordering the paved roadway contiguous to the lot, provided that the "front line" for any lot adjacent to Bannerman Road shall not be the line adjacent to the right-of-way of Bannerman Road but to the other paved roadway contiguous to the lot.
4. No construction shall be commenced on the lot until the building plans and specifications for the proposed building have been submitted to and reviewed and approved in writing by the "Architectural Review Committee". The initial Architectural Review Committee shall be composed of Oscar Jennings Knox, III, and Robert W. Miller. These Committee members shall serve as the initial Architectural Review Committee until their resignation, at which time the Committee shall consist of three individuals chosen by owners of all property subject to these covenants and to identical covenants contained in deeds executed by the seller herein to other purchasers. In the event that such Committee fails to act within thirty (30) days after any plans and specifications have been submitted to it, the approval of the Committee shall be deemed to have been granted; provided, however, that such approval shall not be deemed a waiver of any other requirement of these covenants.
5. The purchaser of the lot described in this deed shall be responsible for the payment of his prorata share of the cost of repairs and maintenance on the paved roadway contiguous to the lot, such repairs and maintenance to be determined by the Architectural Review Committee, provided that the obligation established hereby shall be specifically subordinate and inferior in terms of priority to the lien of any first priority mortgage encumbering the lot conveyed hereby.
6. No noxious or offensive activity shall be carried on within the lot, nor shall anything be done on the lot which may be or become an annoyance or nuisance to properties contiguous or adjacent to or neighboring the lot.

7. No trailer, basement, tent, shack, garage, barn, structure of any temporary character or out building shall be used on the lot at any time as a residence either temporarily or permanently.

8. No animals, livestock or poultry of any kind shall be raised, bred or kept on the lot except that dogs, cats or other household pets and horses may be kept, provided they are not kept, bred or maintained for any commercial purpose.

9. The lot shall not be used or maintained as a dumping ground for rubbish, trash or garbage all of which shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

10. All garage and carport entrances shall face either a side yard line or the rear yard line. In no instance shall the entrance be permitted to face the front line of the lot. Carports shall be screened on sides which are visible from the front of the lot in such a manner that objects located within the carport shall be obscured from outside view.

11. No window air conditioning units shall be installed on any side of a building which faces the front of the lot.

12. The ground floor of any building erected on the lot, exclusive of one story porches and garages, shall not be less than 1800 square feet for a one story residence nor less than 1,000 square feet for the ground level of a dwelling of more than one story with a total of 1800 square feet to be contained in the entire structure.

13. The seller of the lot, together with the consent of all other parties owning parcels subject to these restrictions, may amend these covenants and restrictions for the purpose of curing any ambiguities in or inconsistency between such covenants and restrictions or for any other purpose deemed reasonable and appropriate to the seller of this lot and such other parties.

14. These covenants shall be binding upon and run with the land and shall bind the purchaser of the lot and all other persons claiming by, through or under said purchaser until the first day of January, 2020, after which said covenants shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the then owners of all of the property subject to these covenants it is agreed to remove said covenants in whole or in part. Any vote taken pursuant to any of these covenants shall be limited to one vote for each lot. Enforcement of these covenants shall be by action at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain the violation or recover damages. Invalidation of any of these covenants by judgment or court order or otherwise shall in no way affect any of the other provisions, all of which not so invalidated shall remain in full force and effect.

This instrument prepared by:
Evan Earl Dussia, II
2608 BYRON CIRCLE
GALLATHESEE, FL 32308

**DUCK COVE ROAD
MAINTENANCE AGREEMENT**

STATE OF FLORIDA
COUNTY OF LEON

0118210 092

We, the property owners of residences located at Duck Cove Road a road located in Leon County hereby, jointly and mutually agree to maintain Duck Cove Road in a servicable and passable condition, as conditions of the road warrant.

Upon mutual agreement, the cost of the maintenance will be distributed among the owners using a formula that reflects the use of the entire road. That is, the property owners at the end of Duck Cove Road at the greatest distance from Bannerman Road will pay a greater percentage of the costs incurred. The formula for this allotment of responsibility will be determined in the future by all of the undersigned. This agreement shall run with the land and be binding on the heirs assigned or successors until such time as Duck Cove Road is dedicated by Leon County and its maintenance by such.

SEE EXHIBIT "A"

738450
RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
OCT 30 2 38 PM 1985

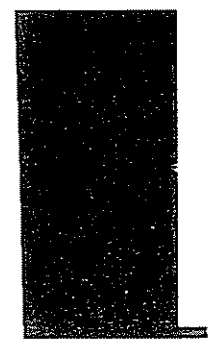
COURT HOUSE
LEON COUNTY
FLORIDA

AMISS	<u>George B. Amis</u>	<u>John Amis</u>
CRESSE	<u>Benny F. Cresce</u>	<u>Joe Cresce</u>
DRAPP	<u>Raymond Drapp</u>	<u>Walter Drapp</u>
DUSSIA	<u>Evan Earl Dussia</u>	<u>Phyllis Dussia</u>
HUDDLESTON	<u>W. Huddleston</u>	<u>Mary Huddleston</u>
WADDILL	<u>W. Waddill</u>	<u>Clara S. Waddill</u>

SWORN TO AND SUBSCRIBED BEFORE ME THIS 19 DAY OF October, 1985.

Edward S. Spadlin
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

My Commission Expires



DR118210 893

EXHIBIT "A"

Commence at a concrete monument marking the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 21, Township 2 North, Range 1 East, Leon County, Florida, and run thence North 00 degrees 04 minutes West 100 feet, thence North 51 degrees 45 minutes East 355.95 feet, thence North 28 degrees 50 minutes 38 seconds West 545 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 28 degrees 50 minutes 38 seconds West 205.93 feet, thence North 60 degrees 55 minutes 44 seconds West 79.91 feet, thence South 64 degrees 41 minutes 27 seconds West 619.57 feet, thence South 57 degrees 38 minutes 43 seconds West 726.85 feet, thence South 00 degrees 21 minutes 50 seconds East 200.0 feet, thence North 64 degrees 41 minutes 27 seconds East 1484.52 feet to the POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH a 30 foot strip of land for ingress, egress, and utilities 15 feet each side of the following described centerline:

Commence at a concrete monument marking the Southwest corner of the Southeast Quarter of the Southeast Quarter of Section 16, Township 2 North, Range 1 East, Leon County, Florida, and run thence North 00 degrees 04 minutes West 100.0 feet, thence run North 51 degrees 45 minutes East 2305.96 feet, to the Southerly right of way boundary of Bannerman Road, thence run North 41 degrees 03 minutes West along said right of way 291.61 feet, thence run North 43 degrees 58 minutes 10 seconds West 163.25 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING leaving said right of way run thence South 47 degrees 42 minutes 14 seconds West 147.73 feet, thence run South 51 degrees 59 minutes 02 seconds West 55.09 feet, thence run South 37 degrees 40 minutes 33 seconds West 56.82 feet, thence run South 45 degrees 11 minutes 19 seconds West 586.35 feet, thence run South 49 degrees 18 minutes 30 seconds West 81.23 feet, thence run South 54 degrees 31 minutes 17 seconds West 154.37 feet, thence run South 47 degrees 02 minutes 50 seconds West 100.95 feet, thence run South 58 degrees 14 minutes 12 seconds West 101.63 feet, thence run South 44 degrees 35 minutes 12 seconds West 98.04 feet, thence run South 50 degrees 45 minutes 54 seconds West 458.83 feet to a point of curve to the right, thence along said curve with a radius of 20.80 feet, through a central angle of 110 degrees 39 minutes 26 seconds, for an arc distance of 40.17 feet, thence North 28 degrees 50 minutes 38 seconds West 372.0 feet, thence North 60 degrees 55 minutes 44 seconds West 338.59 feet, thence North 79 degrees 59 minutes West 100.0 feet, thence South 65 degrees 01 minutes East 100.0 feet and the termination point of said easement.