

THIS INDENTURE made and entered into this 14th day of July, 1965, by and between HOWARD G. GAMBLE, as executor under the last will and testament of Katherine E. Gamble, late of Leon County, Florida, deceased, party of the first part, and FRED E. DEEB, of the County of Leon and State of Florida, party of the second part, whose postoffice address is 3009 Lake Shore Drive, Tallahassee, Florida,

W I T N E S S E T H:

That the said party of the first part, for and in consideration of the sum of Thirteen Hundred (\$1300.00) dollars per acre to him paid and secured by the said party of the second part, the receipt and security for which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns in fee simple forever, all the right, title, interest and estate owned by the said Katherine E. Gamble at the time of her death in and to the following pieces, parcels, lots, or tracts of land located, situated, lying and being in the County of Leon and State of Florida, more particularly described as follows, to-wit:

Commence at the southwest corner of Section 21, Township 1 North, Range 1 East, and run thence North along the Section line a distance of 756.15 feet to the point of beginning. From said point of beginning continue thence North along said Section line a distance of 1882.45 feet to the northwest corner of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 21, thence North 00 degrees, 16 minutes West 1061.94 feet to the southeasterly boundary of the 66-foot right-of-way of the Centerville Road (State Road No. 151); thence Northeasterly along said right-of-way boundary as follows: North 43 degrees, 56 minutes East 349.47 feet, thence North 48 degrees, 57 minutes East 602.77 feet, thence North 60 degrees, 20 minutes East 660.12 feet, thence leaving said right-of-way boundary South 736.39 feet, thence South 89 degrees, 05 minutes, 30 seconds East 54.0 feet to the northeast corner of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ of NW $\frac{1}{4}$) of said Section 21, thence South 2638.60 feet to the northeast corner of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$) of said Section 21, thence South 89 degrees, 06 minutes, 50 seconds East 190.0 feet, thence South parallel to the east boundary of the West Half of the Southwest Quarter (W $\frac{1}{2}$ of SW $\frac{1}{4}$) of said Section 21 a distance of 880.88 feet to the northwesterly boundary of the 66-foot right-of-way of the Miccosukee Road (State Road No. 146), thence Southwesterly along said right-of-way boundary to the most easterly corner of the tract of land conveyed by Howard Gamble, Executor, to O.W. Hartfield et al. as recorded in Official Records Book 96 on page 404, of the public records of Leon County, Florida, thence Northwesterly along the Northeasterly boundary of said

property a distance of 204.57 feet to the northeasterly corner of said property, thence North 22 degrees, 01 minutes, 30 seconds West 527.68 feet, thence West at right angles to the west boundary of said Section 21 a distance of 814.94 feet to the point of beginning; Saving and Excepting therefrom the right-of-way of Potts Road and the county road running southwest therefrom, approximately to the northwest corner of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$) of said Section 21, the above described property containing, less exceptions, 106.05 acres, more or less.

Together with an easement not exceeding twenty(20) feet in width, for sewerage and utility purposes, extending along the Section line from the southwest corner of the land being conveyed hereunder, to the southwest corner of said Section Twenty-one(21). During construction of such sewerage and utility lines the parties in charge of such construction shall also be permitted to use a second twenty (20) feet immediately east of the twenty feet to be covered by the easement, Provided, However, that as little damage as possible shall be done to the latter strip, and provided further that all spoilage and waste shall be removed therefrom upon completion of such construction.

Provided further that the party of the first part reserves easements as follows, for himself, his successors and assigns:

1. For right-of-way for a public road sixty (60) feet in width along a centerline not less than one hundred seventy-five(175) feet, nor more than two hundred twenty-five(225) feet east of the west line of said Section, and extending south from the County Road running westerly from Potts Road to the south line of the premises being hereby conveyed. The exact location of the easement within those limits is to be selected by the party of the second part.

2. For a right-of-way for a public road sixty(60) feet in width extending southwesterly from the northeast corner of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$) of said Section to Potts Road.

3. For a right-of-way for drainage for the benefit of the Katherine E. Gamble Estate, or, at the election of the party of first part, his successors and assigns, for Leon County, Florida, extending from the present culvert on the property hereinabove described which lies on the Miccosukee Road southwest of Potts Road and running northwesterly to the lake area in the Southwest Quarter of the Southwest

Quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$) of said Section. This latter easement shall include the right to dredge a drainage canal from the present lake to the culvert above identified.

4. The privilege in the party of the first part, his successors and assigns, to connect to sewerage or utility lines constructed by the party of the second part, his heirs or assigns, and to continue any streets built by them on said property to connect with other property retained by the Katherine E. Gamble estate.

The following covenants and restrictions are hereby imposed upon said premises and shall run with the land, and be binding upon all parties hereto and all persons claiming under them until January 1, 2006:

A. All lots and parcels of land located in the premises hereby conveyed shall be known and described as residential lots and no structure shall be erected, altered, placed, or permitted to remain on any residential building lot other than a one detached single-family dwelling, not to exceed two stories in height, and a private garage for not more than three (3) cars, with a laundry or tool room attached to such garage on the ground floor.

B. No residential building shall be erected on said premises at a cost of less than Sixteen Thousand (\$16,000.00) dollars.

C. No trailer, tent, shack, or barn shall be erected or allowed to remain on any residential lot, except during the erection of a building on such lot, and in that event shall not be used as a residence or dwelling during such period and shall be removed immediately upon completion of the main dwelling structure.

D. The restrictions of Paragraphs A, B and C above shall not apply, however, to any part of the premises hereby conveyed lying within two hundred (200) feet of the Miccosukee Road as now located.

Taxes for the year 1965 on the premises hereby conveyed shall be pro-rated between the parties as of June 14, 1965.

To Have and To Hold the above granted premises unto the said party of the second part, his heirs and assigns; for their own proper use and behoof forever.

The said party of the first part hereby covenants with the party of the second part, his heirs and assigns, that the party of the first part is lawfully the executor of the last will and testament of Katherine E. Gamble, deceased; that he has not made or suffered any encumbrance on the hereby granted premises since he was appointed executor of said will, except that certain mortgage to Jack Culpepper, trustee, dated March 25, 1964, and recorded in Official Records Book 127 at page 85, of the public records of Leon County, Florida, and that he has in all respects acted in making this conveyance in pursuance of the authority granted to him in and by said last will and testament.

IN TESTIMONY WHEREOF the said party of the first part has herunto set his hand and seal this the day and year first above written.

Signed, sealed and delivered In the presence of

Howard G. Gamble, As Executor as Aforesaid. (SEAL)

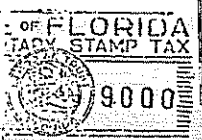
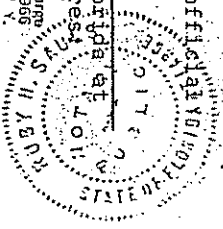
STATE OF FLORIDA COUNTY OF LEON :

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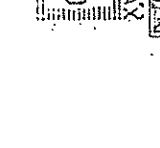
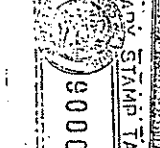
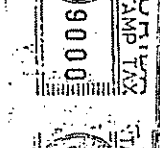
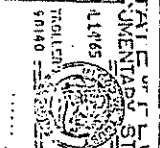
Before me, the undersigned authority, this day personally appeared Howard G. Gamble, to me well known and known to me to be the executor under the last will and testament of Katherine Elizabeth Gamble, deceased, and he acknowledged before me that he executed the above and foregoing instrument as executor as aforesaid, freely and voluntarily, for the uses and purposes therein set forth, and with full authority so to do.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal this the 14th day of July, 1965.

Notary Public, State of Florida at Large. My commission expires Large. My commission expires



RECORDED IN THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA IN THE BOOK 127 PAGE 85



KNOW ALL MEN BY THESE PRESENTS:

That FIRST FLORIDA SERVICE CORPORATION, a Florida corporation, the owner in fee simple of all MELODY HILLS, Unit No. 4, as per map or plat thereof recorded in Plat Book B, Page 41, of the Public Records of Leon County, Florida. Do hereby impose upon all of the said MELODY HILLS, Unit No. 4, the following covenants and restrictions to run with the land, which covenants and restrictions shall be binding on all parties and all persons claiming under them until January 1, 2005, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the lots in said subdivision it is agreed to change such covenants in whole or in part.

If the parties hereto, or their heirs or assigns, shall violate any of the covenants herein, it shall be lawful for any other person, firm or corporation owning any real property situate in said above described land to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such covenants and intervening to prevent him or them from doing, or to recover damages or other dues for such violations.

Invalidating of any of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

A. All lots in the subdivision shall be known and described as residential lots and no structure shall be erected, altered, placed or permitted to remain on any residential building lot other than a one (1) detached single-family dwelling not to exceed two (2) stories in height and a private garage for not more than three (3) cars, and a laundry or tool room attached to the garage on the ground floor.

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RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
IN THE BOOK & PAGE IND.
MAR 20 1 56 PM 1979
AT THE TIME & DATE NOTED
PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT

B. No house-trailer, tent, barn, tourist cottage, apartment, duplex apartment, or tenement house shall be erected or placed upon said property.

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C. There shall be no fences on the front of any residential lot and no side fences except such side fences as shall commence at a point no nearer the street than the back line of the house. All fences erected shall be decorative in nature.

D. No residence shall be erected nearer than fifteen (15) feet from the front lot line nor nearer than twenty-five (25) feet from the rear lot line. On interior lots, the combination of side setbacks shall not be less than fifteen (15) feet, provided that no single side setback shall be less than five (5) feet. No residence constructed on a corner lot shall be erected nearer than fifteen (15) feet from any lot line bordering on a street.

E. No part of said property shall be used in any way so as to create or become a nuisance per se.

F. The ground floor area of the main structure exclusive of one-story open porches and garages shall not be less than 1,200 square feet in the case of a one-story structure and not less than 625 square feet in the case of a structure of more than (1) story. All structures of more than one (1) story shall have a total floor area of not less than 1,200 square feet.

G. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by an architectural control committee as to quality and workmanship and materials, harmony of external design and existing structures and as to location with respect to topography and finished grade elevation. The architectural control committee shall consist of Frederick E. Turner, who may designate a representative to act for him, and Joe Humphrey, who may designate a representative to act for him.

H. The grantor, its heirs or assigns, or the owner of any property, or part thereof, hereinabove described, shall have the right to enforce by proper legal proceedings in any court full compliance by any

H. Other owner of said property, or any part thereof, of all of the restrictions and conditions herein expressed. The grantor agrees that no lot in the above-described subdivision will be sold by them, or their heirs or assigns, unless subject to all of the restrictions enumerated herein, except as above specified, and that the deed conveying same shall convey same subject thereto; and these covenants shall be binding upon all parties claiming under the covenants hereof and shall run with the land and be in force and effect as set out above.

I. No residential lot shown on the recorded plat of this subdivision shall be resubdivided into building lots, and no more than one (1) single-family residence shall be placed on any one (1) building lot.

J. Concerning Block "J", lots 16 through 21. A drainage swale on the West side of lot shall be maintained in such a manner as to prevent storm water from entering Melody Hills, Unit #3 from Unit #4.

K. Concerning Block "J", Lot 23. The drainage swale on the South side of lot shall be maintained in such a manner as to prevent storm water from entering Melody Hills, Unit #3 from Unit #4.

IN WITNESS WHEREOF, the undersigned, as owner of said land, has hereunto set its hand and seal, this 5th day of March, 1979.

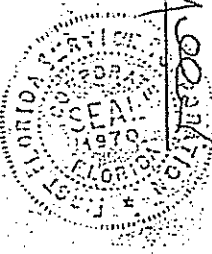
Signed, sealed and delivered in the presence of:

FIRST FLORIDA SERVICE CORPORATION

Jacky P. Roberts
Secretary

D. W. Miller
ITS President

STATE OF FLORIDA
COUNTY OF GADSDEN



On this 5th day of March, 1979, before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Daniel W. Miller, to me known and known to me to be the President of

FIRST FLORIDA SERVICE CORPORATION a Florida corporation, and to me known to be the person who executed the foregoing instrument on behalf of said corporation, and he singly acknowledged to and before me the execution thereof to be his free act and deed and the free act and deed of said corporation pursuant to authority vested in him by the Board of Directors of said corporation, for the uses and purposes therein expressed.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal at Quincy, Florida, the day and year first above written.

Jacky P. Roberts
Notary Public, State of Florida at Large
My commission expires:

6/22/79

