

OR 1756PG0670

*GRANTOR ID#: 59-2859874
GRANTEE ID#: [REDACTED]

THIS INSTRUMENT PREPARED BY:
FRANK S. SHAW, II, ATTORNEY
SMITH & THOMPSON, P.A.
3520 THOMASVILLE ROAD, 4TH FLOOR
TALLAHASSEE, FL 32308-3469
(904) 893-4105

1312590

RECORDED IN THE PUBLIC
RECORDS OF LEON CO., FLA.

AUG 17 1 37 PM '94

DAVE LANG
CLERK CIRCUIT COURT
LEON COUNTY, FLORIDA

WARRANTY DEED

THIS WARRANTY DEED is made on this 10th day of August, 1994, by **CHERRY BLUFF, INC.**, a Florida corporation, as Grantor, whose mailing address is 4024 N. Meridian Road, Tallahassee, Florida 32312, and **LINDA A. WEBSTER**, a married woman, whose mailing address is 3724 Pine Tip Road, Tallahassee, Leon County, Florida 32312, as Grantee. 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 the masculine, feminine or neuter genders, where appropriate.

WITNESSETH:

The Grantor, for and in consideration of the sum of Ten Dollars and No Cents (\$10.00) and other good and valuable considerations to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee and Grantee's heirs and assigns forever, the property located in Leon County, Florida, and more particularly described as follows:

Lot 32, Block "D", PINE TIP HILLS, UNIT III, as more particularly described in Exhibit "A" attached hereto and made a part hereof and subject to Restrictive Covenants attached hereto as Exhibit "B".

Documentary Tax Pd. \$	213.50
\$	Intangible Tax Pd.
Dave Lang, Clerk, Leon County	
By	CL Deputy Clerk

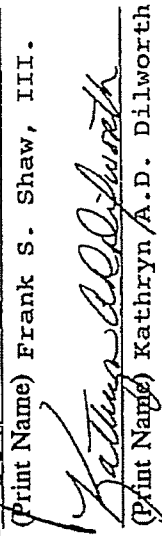
OR 1756PG0671

The Grantor does hereby fully warrant the title to the land and will defend the title against the lawful claims of all persons whomsoever, except for easements, restrictive covenants and taxes for the current year and subsequent years.

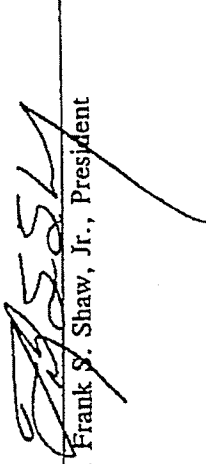
IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal on the day and year first above written.

WITNESSES:


(Print Name) Frank S. Shaw, III.


(Print Name) Kathryn A.D. Dilworth


CHERRY BLUFF, INC.

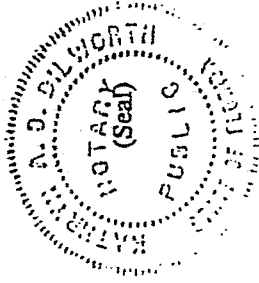

BY: Frank S. Shaw, Jr., President

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 16th day of August, 1994, by FRANK S. SHAW, JR., PRESIDENT OF CHERRY BLUFF, INC., a Florida corporation who is personally known to me or has produced NA as identification and who executed the foregoing instrument for the purposes therein expressed.

NOTARY PUBLIC:


sign KATHRYN A.D. DILWORTH
print KATHRYN A.D. DILWORTH
State of Florida at Large
My Commission Expires: 7-1-95
My Commission No.: C 116692



Notary Public, State of Florida
My Commission Expires July 1, 1995
Bonded Third Party Team - Insurance, Inc.

EXHIBIT "A"

Commence at a terra cotta monument marking the Northeast corner of Section 1, Township 1 North, Range 1 West, Leon County, Florida, and run thence North 89 degrees 57 minutes 24 seconds West 50.42 feet to a concrete monument on the Westerly maintained right of way boundary of Meridian Road, thence continue North 89 degrees 57 minutes 24 seconds West 2695.63 feet, thence South 219.37 feet, thence continue South 490.00 feet, thence East 30.00 feet, thence South 1087.41 feet to the centerline of a 60 foot ingress, egress and utilities easement, thence West along said centerline 46.89 feet, thence South 230.00 feet, thence West 140.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue West 140.00 feet, thence South 232.39 feet to the Northerly right of way boundary of Rhoden Cove Road (60 foot right of way), thence North 89 degrees 55 minutes 48 seconds East along said Northerly right of way boundary 140.00 feet, thence North 232.21 feet to the POINT OF BEGINNING; containing 0.75 acre, more or less...

EXHIBIT "B"

OR 1756PG0673

PINE TIP HILLS
UNITS I, II AND III

RESTRICTIVE COVENANTS

1. This shall be known and described as a residential lot with one single family dwelling. No structure shall be erected, altered, placed or permitted to remain on the lot other than a single family dwelling of no more than two stories in height together with necessary out-buildings such as a garage or utility house used in conjunction therewith.
2. No building shall be erected, placed or altered on this lot until the building plans, specifications and plot plans showing the location of such building have been approved in writing, as to external design and as to location of the building with respect to topography and finished grade elevation by the architectural control committee of the PINE TIP HILLS HOME OWNERS ASSOCIATION, INC. In the event the committee or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted, and if no suit to enjoin the erection of such building or the making of such alterations has been instituted by any one affected by these covenants prior to the completion thereof, such approval shall not be required and this covenant and these hereafter concerning the residence will be deemed to have been fully complied with.
3. Neither the committee nor its designated representative shall be entitled to any compensation for services. The powers and duties of such committee and of its designated representative shall continue as long as these covenants are binding. Thereafter, the approval described in this covenant shall not be required unless prior to said date a written instrument shall be executed by the then recorded owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives who shall thereafter exercise the same powers and privileges exercised by said committee for a term of years not exceeding twenty (20).
4. No building of any kind shall be located upon this lot nearer than forty (40) feet from the road lot line, nor twenty (20) feet from the side lot lines and fifty (50) feet from the back lot line. No dwelling or other out-building shall be erected upon the premises so that the garage entrance faces the front of the building parcel, or open toward main roads. PINE TIP HILLS HOME OWNERS ASSOCIATIONS, INC. reserves the right to waive minor building line violations.
5. No noxious or offensive trade or activity shall be carried on upon this lot nor shall anything be done which may be or become an annoyance or a nuisance to the neighborhood. Particularly prevented by this provision shall be the parking of large vehicles such as school buses, recreational vehicles above passenger van size in the subdivision. All boats and boat trailers must be parked or stored so that they are not within view of the main roads.
6. No trailer, basement, tent, shack, garage, barn or other out-building shall be constructed as temporary or permanent residence in this lot, nor shall buildings with the exception of approved out-buildings, be allowed on this lot.
7. Any residence erected on a lot shall contain at least one thousand eight hundred (1,800) square feet of heated area exclusive of open porches and garages. No two or one and one-half story building shall be erected unless the ground floor of said building shall contain at least one thousand one hundred (1,100) square feet of heated area exclusive of porches and garages.
8. Except as provided herein, no animals shall be kept on a lot except house pets such as cats or dogs.

9. All structures for any use on this lot must comply with all State and County sanitary laws, rules and regulations.
10. All construction material of any residence on said lot must be approved by the architectural control committee.
11. No fencing or wall shall be erected upon any lot without prior consent of the Architectural Control Committee of PINE TIP HILLS HOME OWNERS ASSOCIATION, INC. No barbed wire or bamboo shall be allowed on the property.
12. The owner of this lot shall belong to the PINE TIP HILLS HOME OWNERS ASSOCIATION and may be assessed by said Association no less than \$10.00 nor more than \$100.00 per year to maintain common areas, roads, and for miscellaneous expenses. Any assessment delinquent more than a year shall become a lien on the property in favor of said Home Owners Association. This lien shall be subordinate to any first mortgage now or hereafter existing on any lot and placed thereon for the purposes of constructing and financing a residence, and also subordinate to any purchase money mortgage. There shall be two classes of voting rights.
- a. Class A - All owner, or holders of leasehold interests in excess of one year, except the developer, CHERRY BLUFF, INC., or its successor, shall have a right to cast one vote per lot.
- b. Class B - The developer shall have two votes per lot for each lot in which it holds an interest. This Class B shall cease when the total votes outstanding in Class A equals Class B, and thereafter every lot shall have one vote.
13. This lot shall be subject to a roadway and utility easement in favor of said Home Owners Association for the ingress and egress, use and benefit of all lot owners in that Association. If the roadways are dedicated to the public by said Home Owners Association, then all lot owners will be required to deed in fee simple the necessary land (not over 40 feet) in order to satisfy any governmental requirements for paving of the roads.
14. No sign of any kind shall be displayed to the public on any lot except one professional sign of not more than one square foot, and one sign of not more than five square feet advertising the property for sale or rent or sign used by the builder to advertise the property during the construction and sales periods.
15. Any of the foregoing requirements can be waived by said Home Owners Association provided the waiver so granted is in writing and is to the best interest of the neighborhood.

**AMENDMENT TO THE RESTRICTIVE COVENANTS
OF PINE TIP HILLS HOME OWNERS ASSOCIATION, INC.**

THIS AMENDMENT to the restrictive covenants is hereby made this 5th day of April, 2013, by the Owners of Lots within the area encompassed by the jurisdiction of the Pine Tip Hills Home Owners Association, Inc., and its Articles of Incorporation, By-Laws and Restrictive Covenants.

WHEREAS, those certain Restrictive Covenants affecting lots in the geographic area described in the Articles of Incorporation of the Pine Tip Hills Home Owners Association, Inc., are recorded in the public records of Leon County, Florida; and

WHEREAS, the Pine Tip Hills Home Owners Association, Inc., has been created under the laws of the state of Florida, for the purpose of maintaining and administering the common elements and properties within Pine Tip Hills neighborhood that are devoted to and intended for the common use, benefit and enjoyment of the Owners of Lots, and enforcing the covenants and restrictions governing the same and collecting and disbursing all assessments and charges necessary for the maintenance, administration and enforcement of the common properties, roads and provisions set forth therein in the by-laws, covenants and all amendments thereto; and

WHEREAS, as certified by the Secretary of the Association, as provided herein and made a part hereof, the requisite percentage of the Owners of the Lots affected by the Restrictive Covenants, at a duly noticed meeting of the homeowners have agreed to amend and change the Restrictive Covenants, as provided herein and evidence such agreement by adopting this Amendment and having it duly recorded in the Public Records of Leon County, Florida.

NOW, THEREFORE, the Restrictive Covenants are hereby amended and the Owners of the Lots have agreed as follows:

Section 12. of the Restrictive Covenants previously provided:

12. The owner of this lot shall belong to the PINE-TIP HILLS HOME OWNERS ASSOCIATION and may be assessed by said Association no less than \$10.00 or nor more than \$100.00 per year to maintain common areas, roads, and for miscellaneous expenses. Any assessment delinquent more than a year shall become a lien on the property in favor of said Home Owners Association. This lien shall be subordinate to any first mortgage now or hereafter existing on any lot and placed thereon for the purposes of constructing and financing a residence, and also subordinate to any purchase money mortgage.

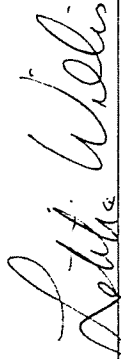
The new Section 12., as amended, now provides:

12. The owner of this lot shall belong to the PINE-TIP HILLS HOME OWNERS ASSOCIATION and may be assessed by said Association no less than \$10.00 or nor more than \$200.00 per year to maintain common areas, roads, and for miscellaneous expenses. Any assessment delinquent more than a year shall become a lien on the property in favor of said Home Owners Association. This lien shall be subordinate to any first mortgage now or hereafter existing on any lot and placed thereon for the purposes of constructing and financing a residence, and also subordinate to any purchase money mortgage.

CERTIFICATE

I, Leticia Willis, do hereby certify that I am the Secretary of the Pine Tip Hills Home Owners Association, Inc., and that the foregoing amendment to the Restrictive Covenants was duly adopted by the Owners in accordance with the Articles of Incorporation, the By-Laws and the laws of the state of Florida.

Witness my hand this 15th day of April, 2013.


Secretary, Pine Tip Hills
Home Owners Association, Inc.

IN WITNESS WHEREOF, this Amendment has been executed by the undersigned on the date first above written.

PINE TIP HILLS HOME OWNERS ASSOCIATION, INC.

By: [Signature]
President

By: [Signature]
Secretary

STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME, personally appeared F. Dewitt Miller, III, who is personally known to me or who produced _____ as photographic identification, and Letitia Willis, who is personally known to me or who produced _____ as photographic identification, and who, upon oath, acknowledged themselves to be President and Secretary, respectively of the Pine Tip Hills Home Owners Association, Inc., a corporation organized under the laws of the state of Florida, and that they in such capacities, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and seal this 15th day of April, 2013.

[Signature]
Notary Public

