

WARRANTY DEED

THIS INDENTURE made this 13th day of October, A. D., 1978 between Stephen C. O'Connell, individually and as Attorney in Fact for James K. Dobbs, Jr. and John Hull Dobbs, as Trustees for James K. Dobbs, Jr. and John Hull Dobbs, individually and Charles H. Bradshaw, individually, all of the County of Leon, State of Florida, hereinafter called parties of the first part and _____

JOHN A. PETH AND ELIZABETH ROSE BARBER PETH, his wife

of the County of Leon, State of Florida, hereinafter called the parties of the second part:

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of \$10.00 Dollars and other valuable consideration, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and transferred, and by these presents do grant, bargain, sell and transfer unto the parties of the second part and their heirs and assigns forever, all that certain parcel of land lying and being in the County of Leon and State of Florida, more particularly described in Schedule "A" attached hereto and made a part of this Warranty Deed:

This conveyance is subject to a 30 foot perpetual easement along the South boundary of the property conveyed herein; and to any other easements and reservations of record, if any, which are not specifically extended or reimposed hereby; and to Restrictive Covenants contained in Schedule "B" attached and made a part hereof.

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion remainder and easement thereto belonging or in anywise appertaining:

TO HAVE AND TO HOLD the same in fee simple forever and the said parties of the first part covenants with the said parties of the second part that it is lawfully seized of the said premises that they are free from all encumbrances except as noted above and taxes accruing subsequent to December 31, 1977; and that it has good right and lawful authority to sell the same; and that the said parties of the first part do hereby fully warrant the title to the said premises, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part has caused this deed to be executed, the date and year above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

George P. Croft
Dolly Campbell

Charles H. Bradshaw; James K. Dobbs, Jr. and John Hull Dobbs, as Trustees for James K. Dobbs, Jr. and John Hull Dobbs

Stephen C. O'Connell
BY Stephen C. O'Connell as Their Attorney in Fact

Stephen C. O'Connell
STEPHEN C. O'CONNELL
Individually

440530

RECORDED IN THE PUBLIC RECORDS OF LEON CO. FLA. IN THE BOOK & PAGE NO.

Oct 16 11 14 AM 1978

AT THE TIME & DATE NOTED PAUL E. HARTSFIELD CLERK OF CIRCUIT COURT

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF LEON

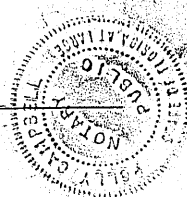
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and in the County aforesaid to take acknowledgments, personally appeared

Stephen C. O'Connell, Individually and as Attorney in Fact

to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of October, A.D. 1978.

John Campbell
Notary Public



MY COMMISSION EXPIRES:

9/1/81

Notary Public in and for the State of Florida
My Commission Expires September 1, 1981
Bonded to the amount of \$10,000.00

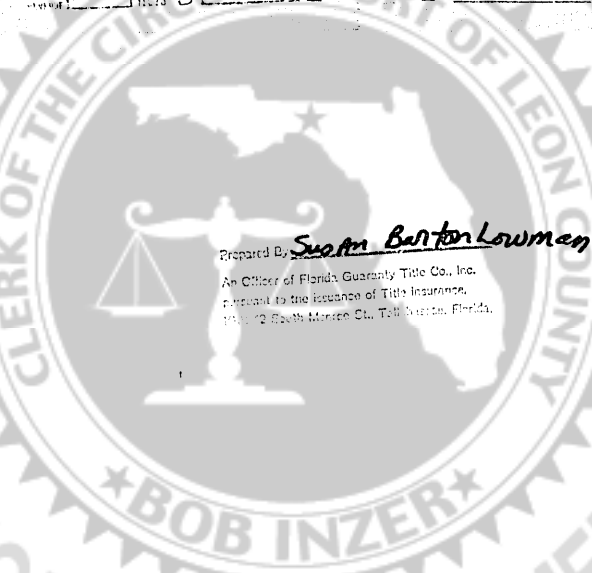
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LEON
COUNTY



Prepared By: Susan Burton Lowman
An Officer of Florida Guaranty Title Co., Inc.
a member of the Insurance of Title Insurance,
1900 72 South Monroe St., Tallahassee, Florida.



UNOFFICIAL DOCUMENT

SCHEDULE "A"

Description:

Commence at the Northwest corner of Section 24, Township 1 North, Range 7 East, Leon County, Florida and run thence South 00 degrees 02 minutes 51 seconds West along the West boundary of said Section 24 a distance of 129.90 feet to a point on the Southerly boundary of the limited access right of way of Interstate Highway No. 10, thence run North 89 degrees 54 minutes 51 seconds East along said right-of-way 211.93 feet, thence run North 83 degrees 37 minutes East along said right-of-way 153.93 feet to a point, thence run South 00 degrees 05 minutes 21 seconds West 746.51 feet to a point on the centerline of a graded road, thence run North 89 degrees 54 minutes 51 seconds East 1015.0 feet to a point, thence run North 76 degrees 46 minutes 05 seconds East 130 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 76 degrees 46 minutes 05 seconds East 389.31 feet to a point, thence North 89 degrees 54 minutes 51 seconds East 1030.0 feet to a point, thence North 00 degrees 05 minutes 21 seconds East 320.0 feet to a point, thence North 89 degrees 54 minutes 51 seconds East 630.0 feet to a point, thence North 00 degrees 05 minutes 21 seconds East 326.16 feet to a point on the Southerly boundary of the limited access right-of-way of Interstate Highway No. 10, thence South 89 degrees 54 minutes 51 seconds West along said right-of-way 2038.84 feet to a point, thence South 00 degrees 05 minutes 21 seconds West 734.7 feet to the POINT OF BEGINNING. Containing 26.04 acres, more or less.

Subject to a perpetual roadway easement over through and across the South 30 feet

RECORDING NOTICE

Document legibility unsatisfactory
for clear reproduction in the public
records.



RESTRICTIONS - TURKEY ROOST FARMS

By acceptance of this deed, the parties hereto agree that the covenants and restrictions on the above described land shall be:

1. A right of way for road purposes and public utilities upon and across the ^{four} three feet of the lands above described, which road right of way shall be for the common use of purchaser and other owners of land in the North one half (N $\frac{1}{2}$) of Section 24, Township 1 North, Range 2 East, and the West one half (W $\frac{1}{2}$) of the Northwest quarter of Section 19, Twp 1N, R2E, Leon County, Florida and for utilities serving the owners of said lands.

2. Applicable laws and regulations of governmental bodies.

3. The following covenants and use restrictions which are to run with the land and continue in force and effect until January 1, 1995, as follows, to-wit:

a. The tract of land herein described shall be used for residential purposes only. No structure shall be erected, placed or permitted to remain on said land other than single-family residences together with related detached structures. No more than one residence shall be located on any two-acre parcel of said lands. Mobile homes may be placed on said lands but must be removed prior to December 31, 1994 unless the time be extended by a majority vote of the land owners in the N $\frac{1}{2}$ of Section 24, Township 1 North, Range 2 East, commonly known as Turkey Roost Farms. Mobile homes must be kept in a good state of repair, maintenance and appearance, and shall have skirting on all sides.

b. No building or structure shall be located within 75 feet of any North or South boundary line, or within 50 feet of any East or West boundary line.

c. No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

d. Animals, livestock, other than swine and ~~poultry~~ ^{stock} may be raised, bred or kept on these lands for use of the occupants, but not for commercial production or sale.

e. Invalidation of any of these covenants by judgment or court order shall in no-wise affect any of the other provisions.

f. Any violation or attempted violation of the foregoing covenants may be enjoined by any property owner who may be adversely affected thereby; and in such suit, damages may be claimed for any depreciation in land values to other lands caused by the violation or attempted violation of any of the aforesaid restrictive covenants.

See

★ BOB INZER ★

UNOFFICIAL DOCUMENT