

793 25

WARRANTY DEED

THIS WARRANTY DEED, made the 27th day of May, 1976, by WINDWOOD HILLS, INC., a Florida corporation, Tallahassee, Florida, herein called the grantor, to ANABEL P. MITCHELL, whose address is 2731 Blairstone Road, Tallahassee, Florida, herein called the grantee.

W I T N E S S E T H:

That the grantor, for and in consideration of the sum of TEN DOLLARS and other valuable considerations, to it in hand paid by the grantees, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the grantees, their heirs and assigns forever, the following described land situate in Leon County, Florida, to-wit:

Lot 16 of Windwood Hills, more particularly described in attached Exhibit A.

Said property being subject to a roadway easement reserved to the public as well as the grantee for road purposes of ingress and egress as well as construction and maintenance of utility lines and poles, said easement being fifty feet from the Southwesterly most corner of the parcel as shown on the attached Exhibit A.

Said property being subject to the restrictive covenants as shown on attached Exhibit B.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December

FLORIDA
STAMP TAX
≈ 48.00

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
≈ 42.00
PR. JUL-176
10521

6 8 6 1 2 1
LEON COUNTY

RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
IN THE BOOK & PAGE IND.
JUL 1 10 20 AM 1976

DOCUMENTARY
STAMP TAX
≈ 33.00

FLORIDA
JUL-176
DEPT. OF REVENUE

0 2 4 6 8 0
LEON COUNTY

31, 1975.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

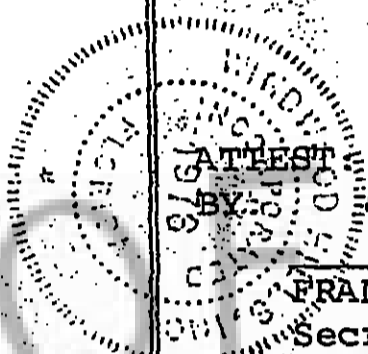
(Corporate Seal)

WINDWOOD HILLS, INC.

By:

[Signature of E. W. Richardson, Jr.]

E. W. RICHARDSON, JR.
Vice-President



[Signature of Frank S. Shaw, Jr.]
FRANK S. SHAW, JR.
Secretary-Treasurer

Signed, sealed and delivered in our presence:

[Signatures of two witnesses]

STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments personally appeared E. W. RICHARDSON, JR. and FRANK S. SHAW, JR., well known to me to be the Vice-President and Secretary-Treasurer respectively of the corporation named as grantor in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 21st day of May, 1975.

[Signature of Notary Public]
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires, Nov. 12, 1978
Bonded by American Fire & Casualty Co.

11-12-78

This instrument prepared by:
William H. Sapp
Woodbery & Sapp
327 Office Plaza - Suite 109
Tallahassee, Florida 32301

Mitchell

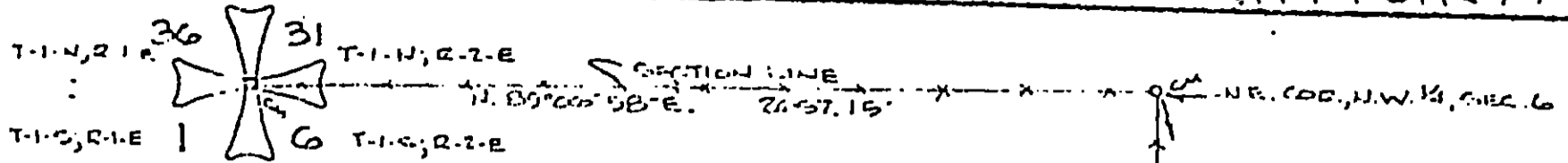
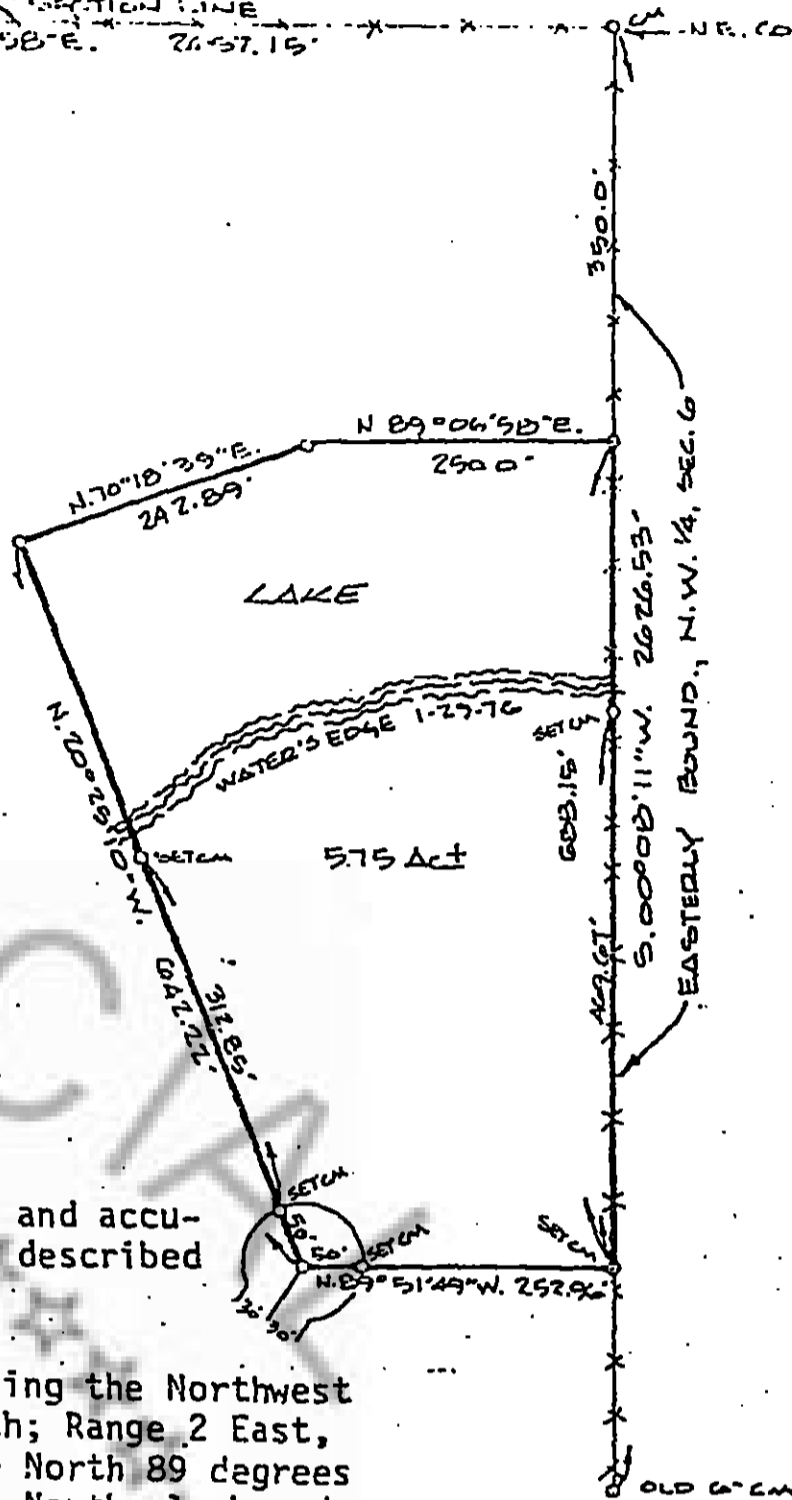


EXHIBIT "A"



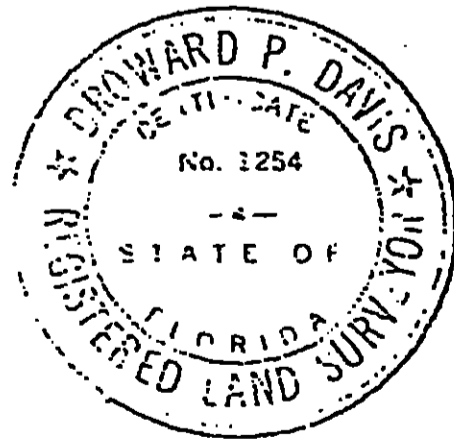
I hereby certify that this is a true and accurate representation of the following described property:

Commence at a concrete monument marking the Northwest corner of Section 6, Township 1 South; Range 2 East, Leon County, Florida, and run thence North 89 degrees 06 minutes 58 seconds East along the Northerly boundary of said Section 6, and along a fence line, a distance of 2657.15 feet to a concrete monument marking the Northeast corner of the Northwest Quarter of said Section 6, thence South 00 degrees 08 minutes 11 seconds West along the Easterly boundary of the Northwest Quarter of said Section 6, and along a fence line, a distance of 350.0 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 00 degrees 08 minutes 11 seconds West along said Easterly boundary and said fence line 688.15 feet, thence North 89 degrees 51 minutes 49 seconds West 252.96 feet to the center of a cul-de-sac, thence North 20 degrees 25 minutes 10 seconds West 642.22 feet, thence North 70 degrees 18 minutes 39 seconds East 242.89 feet, thence North 89 degrees 06 minutes 58 seconds East 250.0 feet to the POINT OF BEGINNING; containing 5.75 acres, more or less.

The foregoing described property being subject to a roadway easement.

Edward P. Davis

BROWARD P. DAVIS
Registered Florida Land Surveyor, NO. 1254



SURVEY OF PROPERTY
BY WINDWOOD HILLS, INC.

OLD 2-4-76
FEB 2-6-76

17-322 3903 NB 47B/41 SCALE: 1"=200' DATE: 2-3-76

BROWARD DAVIS & ASSOC., INC.
ENGINEERING AND LAND SURVEYING
294 MAHANOR DRIVE TALLAHASSEE, FLORIDA

EXHIBIT B

1. A lot 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 a 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 WINDWOOD 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 those hereafter concerning the residence will be deemed to have been fully complied with.

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).

3. A lot or parcel may be subdivided into two or more lots or parcels so long as no lot or parcel into which said lot or parcel is subdivided is less than one and one-half acres (1.5 acres).

4. No building of any kind shall be located upon a lot nearer than sixty (60) feet from the road lot line, nor twenty-five (25) feet from the side lot lines and back lot line as shown on the plat. Windwood Hills, Inc. reserves the right to waive minor building line violations.

5. No noxious or offensive trade or activity shall be carried on upon a 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 on any street in the subdivision.

6. No trailer, basement, tent, shack, garage, barn or other out-building shall be constructed as a temporary or permanent residence on this lot, nor shall such 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 three hundred fifty (1,350) 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 nine hundred (900) 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. Horses may be kept on any lot which is two (2) acres and over in such a manner as the Windwood Hills Home Owners Association shall approve.

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 barbed wire shall be placed in front of a lot and no bamboo shall be allowed on a lot.

12. All lot owners shall belong to the Home Owners Association and may be assessed by said Association no less than \$10.00 or no 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 the 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 owners, or holders of leasehold interests in excess of one year, except the developer, Windwood Hills, 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 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. All lots shall be subject to a roadway and utilities easement in favor of the Home Owners Association for the ingress and egress, use and benefit of all lot owners as per that conveyance of an easement recorded in Official Records Book 780, at page 514. If the roadways are dedicated to the public by the Home Owners Association, then all lot owners will be required to deed in fee simple the necessary land (not over forty (40) feet) in order to satisfy any governmental requirements for paving of the roads.

14. Houses on water front lots shall be no less than fifty (50) feet from the high water level.

15. All docks must be approved by the architectural control committee and no lot owners shall refuse to allow the clearing of the water on this land, including dredging if necessary.

16. 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.

17. Any of the foregoing requirements can be waived by the Home Owners Association provided the waiver so granted is in writing and is to the best interest of the subdivision.

