

This instrument was prepared by:

Warranty Deed

(STATUTORY FORM—SECTION 689.02 F.S.)

A. L. PORTER
Attorney at Law
P.O. Box 176
CRAWFORDVILLE, FLORIDA 32327

This Indenture, Made this 22nd day of July 1982, Between

BOB I. KORNEGAY and MURREL KORNEGAY, his wife,

of the County of Wakulla, State of Florida, grantor*, and

EDWARD S. BUDZYNA

whose post office address is 1728 Biscay Avenue, Tallahassee, Florida 32303

of the County of Wakulla, State of Florida, grantee*,

Witnesseth. That said grantor, for and in consideration of the sum of Ten -----

----- Dollars,
and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Wakulla County, Florida, to-wit:

THE LAND DESCRIBED IN EXHIBIT "A" HERETO ATTACHED.

SUBJECT TO RESTRICTIONS AS SHOWN IN EXHIBIT "B" HERETO ATTACHED.

Documentary Stamps Paid \$ 10.00
Date 7/23/82 Wakulla County,
Florida. Carlton Tucker, Clerk of Circuit
Court.
By Jill Pearce
Deputy Clerk

RECORDED
AT TIME & DATE NOTED
1982 JUL 23 PM 3: 03
CARLTON TUCKER
CLERK CIRCUIT COURT
WAKULLA COUNTY, FLORIDA
50610

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof,

Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

A. L. Porter

Louise W. Tucker

Bob I. Kornegay

Murrel Kornegay

(Seal)

(Seal)

(Seal)

(Seal)

STATE OF FLORIDA,
COUNTY OF WAKULLA.

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared

Bob I. Kornegay and Murrel Kornegay, his wife,

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

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of July 1982.

My commission expires: Nov. 29, 1984

A. L. Porter
State of Florida

Notary Public

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EXHIBIT "A"

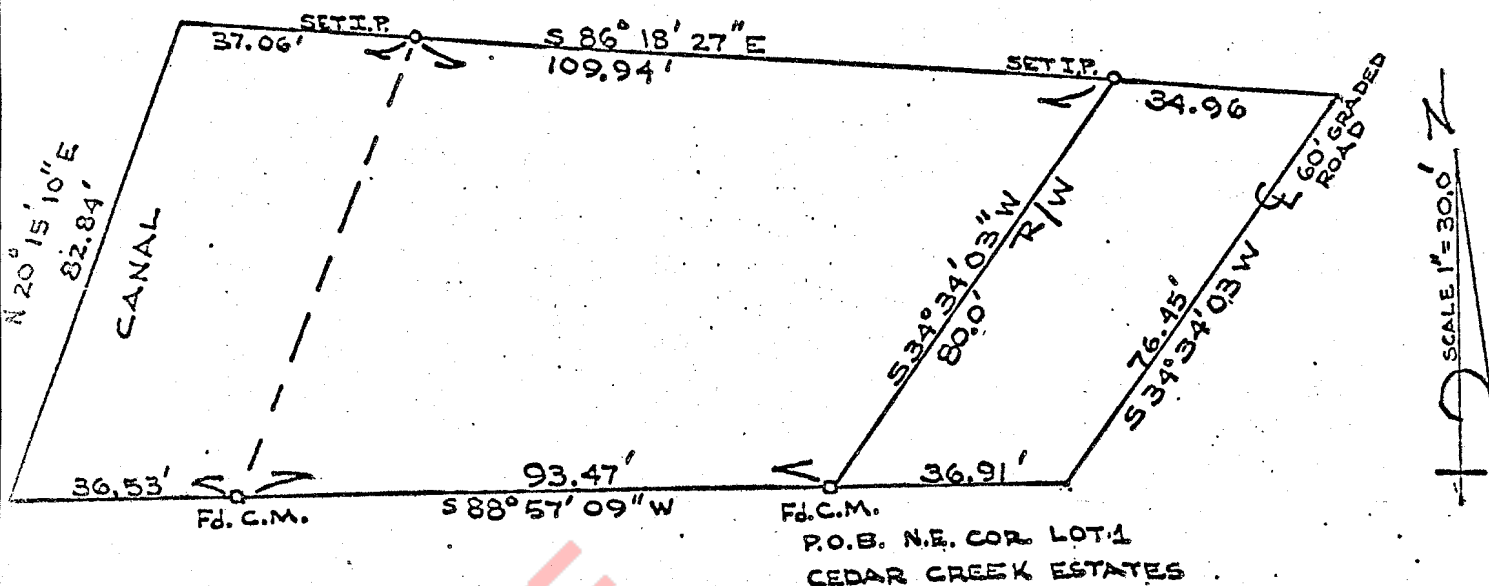


John W. DuBose, PLS

CONSULTING SURVEYOR

P.O. BOX 3360, TALLAHASSEE, FLORIDA 32303
 904/222-0740 877-8245 385-4324

EXHIBIT "A"



Description:

LOT 1, Southside Estates (Unrecorded)

Commence at the Southeast corner of Lot 116 (Also known as Lot 125) of the Hartsfield Survey of Lands in Wakulla County, Florida and thence run South 03 degrees 55 minutes East 2096.00 feet, thence run South 18 degrees 18 minutes 15 seconds West 747.08 feet to the Northeast Corner of Cedar Creek Estates, a subdivision as per map or plat thereof recorded in Plat Book 2, Page 33 of the Public Records of Wakulla County, Florida, thence South 88 degrees 57 minutes 09 seconds West along the North boundary line of Cedar Creek Estates 728.48 feet to a concrete monument marking the Northeast corner of Lot 1 of said Subdivision and the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 88 degrees 57 minutes 09 seconds West along the North boundary line of said Lot 1 93.47 feet to a concrete monument; thence continue South 88 degrees 57 minutes 09 seconds West 36.53 feet; thence North 20 degrees 15 minutes 10 seconds East 82.84 feet; thence South 86 degrees 18 minutes 27 seconds East 37.06 feet to an iron pin; thence continue South 86 degrees 18 minutes 27 seconds East 109.94 feet to an iron pin; thence continue South 86 degrees 18 minutes 27 seconds East 34.96 feet; thence South 34 degrees 34 minutes 03 seconds West 76.45 feet to an intersection with the North line of Cedar Creek Estates; thence South 88 degrees 57 minutes 09 seconds West along the said North line 36.91 feet to the POINT OF BEGINNING.

The most Easterly 40 feet as measured at right angles to the most Easterly boundary line is subject to an easement for ingress and egress and for utilities. Said easement is to run with the land.

This is to certify that this is a correct representation of the parcel of land described hereon.

John W. DuBose,
 Professional Land Surveyor
 State Registration No. 1896
 November 25, 1981

Prepared for
 Robert Kornegay
 Crawfordville, Florida.

EXHIBIT "B"

RESTRICTIONS

SOUTHSIDE ESTATES

1. Each lot shall be used as a residence for a single family and for no other purpose.
2. No business of any kind shall be conducted from any residence, except that a residence may be rented or sold as long as any signs or onsite advertising used shall not exceed five square feet.
3. All residences must contain at least 1,000 square feet of heated floor space, be of pole or piling construction at least 8 feet above the ground and comply with the County's Flood Ordinance, be of wood frame construction with wood exterior finish and be of no more than two storys in height. All houses shall be new construction. Any factory built homes shall have wood type exterior siding, minimum of twelve inch (12") eaves and a shingle roof.
4. No building or other structure shall be commenced, erected, or be permitted to remain upon a lot, nor shall any exterior addition to or change or alteration therein be made to an existing building or structure until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Committee composed of one (1) representative of the Developer, one (1) representative of the real estate agency authorized to sell the subdivision lots and one property owner, other than the Developer, of a lot(s) within the Development. Approval or disapproval by two-thirds majority of the Committee of building plans, and specifications, shall be in writing within thirty (30) days after the plans and specifications have been submitted to the Committee or such plans shall be considered approved subject to all other Covenants. The Committee also must approve all docks, prior to their construction.
5. No mobile homes, travel trailers, campers, or recreational vehicles shall be allowed to remain on any lot.
6. All residences must utilize available sewer and water service. No septic tanks or outdoor toilets shall be allowed at any time or under any conditions.
7. The subdivision streets shall remain unpaved unless approved by the Department of Environmental Regulations and no on-street parking shall be allowed at any time.
8. All residences must be set back at least twenty (20) feet from all streets and five (5) feet from any sideline boundary.
9. No livestock, fowl or other animals shall be allowed on the property at any time, except household pets. Such household pets shall be allowed as long as they do not become a bother or nuisance to others. No animal shall be kept, bred, or maintained for any commercial purposes upon said property. No dog, cats, or other household pets shall be permitted to roam free in the subdivision.
10. No obnoxious, offensive, or illegal activities shall be allowed upon said property at any time.
11. No junk cars or other vehicles shall be allowed to be kept or stored or abandoned on any residential lot.

Restrictions
Southside Estates

12. No shacks, junk, debris, or outbuildings shall be allowed at any time. Utility rooms shall be allowed on the ground floor under residences as long as they have the same exterior finish as the residence, if allowed by county ordinances.

13. No fence exceeding four feet in height can be constructed on any residential lot. All fences must be decorative and ornamental. The purpose of this restriction is to prohibit fence structures which are not of good workmanship and quality. Decorative and ornamental is defined as that which is aesthetically pleasing to the eye and is not of a temporary nature.

14. Docks are permitted to extend no more than ten feet into a canal.

15. Digging into the lot from a canal in any manner is prohibited.

16. A lot owner is under no time restriction on when to build a structure, but once construction is initiated, the structure must be completed for occupancy no later than one year after the initiation date of construction.

17. No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other waste shall be kept in closed sanitary containers. No waste of any kind shall be dumped, drained or put into the canals in the subdivision.

18. It is understood and agreed that each lot owner will be responsible for the prorata share of the expenses incurred for the maintenance of the road to all lots used for ingress and egress. The Developer will be responsible for the road until July 15, 1983. After that date, the responsibility of collecting the assessment and maintaining the road will be the responsibility of land owners within the subdivision. They shall form a property owner association for the purpose of managing the fund used for maintaining the road.

The above covenants, conditions and restrictions can be enforced by the owners of any lot within the subdivision, by any proceeding at law or in equity, and the failure by the owners of any lot within the subdivision to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by the owners of not less than three-fourths of the subdivision lots.

No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's deed or otherwise.

The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by any lot owner for a period of twenty years from the date hereof. Thereafter, they shall be automatically extended for periods of five years unless otherwise agreed to in writing by the then owners of at least three-fourths of the subdivision lots.

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