

A. L. PORTER  
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Post Office Box 176  
CRAWFORDVILLE, FLORIDA 32327

# Warranty Deed

(STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, Made this 29th day of November 19 82, Between

BOB I. KORNEGAY and MURREL KORNEGAY, his wife,

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

GEOFFREY A. SCARTH and KATHY SCARTH, his wife,

whose post office address is 1111 Alachua Street, Tallahassee, Florida 32301

of the County of Leon, 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.

This conveyance is made subject to restrictions attached hereto.

Documentary Stamps Paid \$ 99.00  
Date 12/1/82 Wakulla County,  
Florida. Carlton Tucker, Clerk of Circuit  
Court  
By Emma Tucker Deputy Clerk

51651

RECORDED  
AT TIME & DATE NOTED  
1982 DEC -1 PM 4:41  
CARLTON TUCKER  
CLERK OF CIRCUIT COURT  
WAKULLA COUNTY, FLORIDA

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

Bob I. Kornegay (Seal)

Mamie J. Strickland

Murrel Kornegay (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 he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of November 1982.

My commission expires:

November 20, 1984

A. L. Porter  
State of Florida Notary Public

Lot No. 4

EXHIBIT "A"

Bob Kornegay

Nov. 1982

Commence at the Southeast corner of Lot 116 (also known as Lot 125) of the Hartsfield Survey of lands in Wakulla County, Florida, and run thence S 03° 55' E 2096.00 feet to a permanent reference monument lying at the approximate center of the intersection of Cedar Creek with a graded roadway, thence run N 28° 16' 55" W along the approximate centerline of said graded roadway 709.14 feet, there intersecting the centerline of a roadway 60.00 feet in width, known as Southside Drive; from said intersection run thence along the centerline of said Southside Drive as follows: S 39° 10' 48" W 175.30 feet to a point of curve to the left, thence run Southwesterly along said curve with a radius of 260.55 feet through a central angle of 20 deg. 34 min. 09 sec. for an arc distance of 93.54 feet, thence run S 18° 36' 39" W 904.70 feet, thence run S 12° 26' 45" W 4.58 feet to the POINT OF BEGINNING; from said POINT OF BEGINNING continue S 12° 26' 45" W 80.00 feet, thence run N 77° 33' 15" W 30.00 feet to an iron pin, thence continue N 77° 33' 15" W 96.50 feet to an iron pin, thence continue N 77° 33' 15" W 62.84 feet, thence run N 33° 50' 52" E 85.93 feet, thence run S 77° 33' 15" E 45.73 feet to an iron pin, thence continue S 77° 33' 15" E 82.25 feet to an iron pin, thence continue S 77° 33' 15" E 30.00 feet to the POINT OF BEGINNING.

SUBJECT, HOWEVER to an ingress, egress and utility easement lying across the most Easterly 40.00 feet thereof as measured at right angles to the most Easterly boundary. Said easement is to run with the land.

The above described land being otherwise described as Lot No. 4 of Southside Estates an unrecorded plat of lands in Lot 121 of Hartsfield Survey of Lands in Wakulla County, 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 stories 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.

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.