

WARRANTY DEED

THIS INDENTURE, made this 20 day of January, 1982, by and between COLONIAL DEVELOPERS, INC., a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Leon and State of Florida, Party of the First Part, and PAUL ALAN STANTON and MICHELLE ANNE STANTON, his wife, of Gadsden County, Florida, whose mailing address is Route 1, Box 5858, Havana, Florida 32333, Parties of the Second Part,

W I T N E S S E T H :

That the said Party of the First Part, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations to it in hand paid by the said Parties of the Second Part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Parties of the Second Part, their heirs and assigns, forever, the following described land, situate, lying and being in the County of Gadsden and State of Florida, to-wit:

Lot 1, Block D, Area IV, of Unrecorded Plat of COLONIAL ESTATES, dated May 26, 1972, prepared for Colonial Developers, Inc., by Broward Davis & Assoc., Inc., and more particularly described in Exhibit "A" attached hereto and expressly made a part hereof.

SUBJECT to the following restrictions covering the above-described real estate which constitute a covenant running with the land which restrictions shall be binding upon the undersigned and upon all persons deraining title through the undersigned.

Said restrictions described upon Exhibit "B" attached hereto and by reference made a part hereof.

And the said Party of the First Part does hereby fully grant the title to said land and will defend the same against the lawful claims of all persons whomsoever, except as to the above-mentioned restrictive covenants and taxes subsequent to the year 1981.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be executed and signed in its name by its President and its corporate seal to be affixed the day and year first above written.

Signed, sealed and delivered in the presence of:

*Paul A. Stanton*  
*Michelle A. Stanton*

COLONIAL DEVELOPERS, INC.

By: *Davis D. Smith*  
DAVIS D. SMITH, President

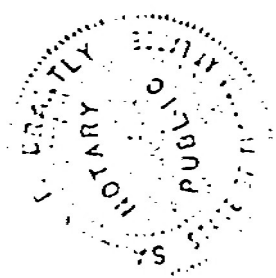


STATE OF FLORIDA  
COUNTY OF LEON:

I HEREBY CERTIFY that on this 20<sup>th</sup> day of January, 1982, before me, personally appeared DAVIS D. SMITH, as President of COLONIAL DEVELOPERS, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing Warranty Deed and he acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein

mentioned; and that he affixed thereto the official seal of said corporation, and the instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Tallahassee, in the County of Leon and State of Florida, the day and year first aforesaid.

  
*Arthur J. Brantly*  
Notary Public, State of Florida  
at Large.

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Sept. 19, 1983  
Issued by American Fire & Casualty Company

COLONIAL ESTATES

Lot 1, Block "D"

Commence at a concrete monument marking the Southeast corner of the Southwest Quarter of Section 32, Township 3 North, Range 2 West, Gadsden County, Florida (proven) and run South 89 degrees 56 minutes 50 seconds West along the Section Line 1329.24 feet, thence North 00 degrees 06 minutes 37 seconds East along the West boundary of the East Half of the Southwest Quarter of said Section 32 a distance of 2084.80 feet to the Northerly right of way boundary of a 60 foot roadway (Dixie Drive) for the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 06 minutes 37 seconds East along said West boundary 250.00 feet, thence North 27 degrees 57 minutes 34 seconds West 66.28 feet, thence North 39 degrees 33 minutes 44 seconds West 332.57 feet thence South 27 degrees 51 minutes 28 seconds West 461.36 feet to the Northerly right of way boundary of said 60 foot roadway (Dixie Drive), thence South 62 degrees 08 minutes 32 seconds East along said Northerly right of way boundary 32.21 feet to a point of curve to the left, thence along said right of way curve with a radius of 992.97 feet, through a central angle of 08 degrees 23 minutes 11 seconds, for an arc distance of 145.34 feet, thence South 70 degrees 31 minutes 43 seconds East along said Northerly right of way boundary 175.00 feet to a point of curve to the left, thence along said right of way curve with a radius of 450.32 feet, through a central angle of 17 degrees 06 minutes 22 seconds, for an arc distance of 136.45 feet to the POINT OF BEGINNING: containing 3.44 acres, more or less.

EXHIBIT "A"

RESTRICTIVE COVENANTS TO BE  
PLACED IN CONTRACTS AND DEEDS  
RELATING TO AREAS I, II, III,  
AND IV, COLONIAL ESTATES,  
BEING DEVELOPED BY COLONIAL  
DEVELOPERS, INC. IN SECTIONS  
31 AND 32, TOWNSHIP 2 NORTH,  
RANGE 2 WEST IN GADSDEN  
COUNTY, FLORIDA.

1. Horses and cattle may be permitted on the property and raised there, except that there shall be no more than one (1) horse or cow per acre and the owner shall adequately fence the area confining the animals in an area of the property so as not to create a nuisance to adjoining landowners. No goats or other livestock or poultry of any kind shall be raised, bred, or kept on any lot or parcel except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.

2. No lot or parcel shall be used except for residential purposes. No business or commerce shall be permitted or conducted on or from any building or parcel.

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

4. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any public road than the minimum building set back lines unless similarly approved.

The Architectural Control Committee shall be composed of DAVIS D. SMITH, FRED THOMSON and HOWARD DAVIS. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members or Colonial Developers, Inc. shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

5. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date the deed

is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the then owners having the greatest acreage and by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

6. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violating or to recover damages, including damages for any depreciation in land values to other lands caused by the violation or attempted violation of any of the aforesaid restrictive covenants.

7. In the event that a minor violation of any of these restrictions shall inadvertently occur, which said minor violation shall not be of such a nature as to defeat the intent and purpose of these covenants, Colonial Developers, Inc., for a period of five years from and after the date of this deed, reserve the right to waive such minor violation.

8. No dwelling shall be erected or placed on any parcel of land of less than one (1) acre.

9. No building or mobile home shall be located on any lot or parcel nearer than 50 feet from any road or street right-of-way and no nearer than 25 feet from any side or rear lot or parcel line. For the purposes of this covenant, curves and steps shall not be considered as a part of a building. provided, however, that this shall not be construed to permit any portion of a building, or a lot, to encroach upon another lot.

10. Subject to any zoning requirements or restrictions, there may be placed upon any lot or parcel a mobile or modular home to be used as a single family dwelling subject to the requirements that the modular or mobile home's condition and appearance shall be subject to approval of the Architectural Control Committee. It is required and shall be the responsibility of the owner to provide complete skirting within three (3) weeks of the time of moving the mobile or modular home onto the lot or parcel.

EXHIBIT "B"

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398 192-196 PAGE  
O.R. BOOK 398 PAGE 108  
REC. NICHOLAS THOMAS CLERK  
GADSDEN CO., FLORIDA

FILED, RECORDED AND  
RECORD VERIFIED  
NICHOLAS THOMAS, CLERK CIR CRT  
GADSDEN COUNTY, FLA

BY *[Signature]* D.C.

'92 NOV 5 PM 4 38

RECORDER'S MEMO  
Legibility of this information  
may be unsatisfactory for clear  
reproduction in Official Records.