

FINANCIAL PRINTING COMPANY
 Book: 2349
 Page: 1229
 Rec: 03/26/2004
 12:55 PM
 File# 200427649
 James B. Jett
 Clerk Of Courts
 Clay County, FL
 FEE: \$10.50
 DOC: \$546.00

SPECIAL

1050
546.00
 5 min Return
 Return To:

NATIONS TITLE AGENCY

19337 US 19 N. #400
 CLEARWATER, FL 33764

THIS INDENTURE, Made this

3rd day of September, A.D. 1993 BETWEEN

H. DANIEL LEWIS, JR. and SONJA M. LEWIS, his wife,

of the County of Clay, State of Florida, parties of the first part, and
 MICHAEL J. WHITE, a married man, and JEAN E. SWEAT, an unmarried woman, as tenants
 in common, each owning an undivided one-half interest,
 Route 2, Box 2357, Palatka, Florida 32177,
 of the County of Putnam, State of Florida, parties of the second part,
WITNESSETH: That the said parties of the first part, for and in consideration of the sum of

----- Ten and 00/100 ----- Dollars,
 to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknow-
 ledged, have 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 Clay, State of Florida, to wit:

RE #25-04-23-000222-002-00

The Easterly 175 feet of the Northerly 1/2 of Lot 54A, WEST BIG BRANCH, Unit 2,
 according to an unrecorded plat thereof prepared by Louis H. McKee, Registered
 Surveyor No. 1221, on July 22, 1969, said Lot 54A being a portion of Section
 25, Township 4 South, Range 23 East, Clay County, Florida.

ALSO being described as the Easterly 175 feet of the North one-half of the
 South 620 feet of the West 330 feet of the East 2640.02 feet of Section 25,
 Township 4 South, Range 23 East, Clay County, Florida, known as a portion of
 Lot 54A, Unit 2, West Big Branch, as recorded in an unrecorded plat prepared
 by Louis H. McKee, Registered Surveyor 1221, on July 22, 1969.

SUBJECT TO an easement for ingress and egress for drainage and utilities over
 the Easterly 20 feet of said real property.

SUBJECT TO Covenants and Restrictions hereto attached marked Exhibit A and by
 reference made a part hereof.

SUBJECT TO taxes accruing subsequent to December 31, 1992, and covenants,
 easements and restrictions of record.

And the said parties of the first part do hereby fully warrant the title to said land, and will defend
 the same against the lawful claims of all persons whomsoever, claiming by, through or under
 the said parties of the first part, but not otherwise.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and
 seals the day and year first above written.

SIGNED AND SEALED IN OUR PRESENCE:

Simon D. Rothstein
 Simon D. Rothstein

H. Daniel Lewis Jr. (SEAL)
 H. DANIEL LEWIS JR.

Louise C. Welch
 Louise C. Welch

Sonja M. Lewis (SEAL)
 SONJA M. LEWIS
 P. O. Drawer 849
 Middleburg, FL 32050-0849 (SEAL)

(SEAL)

STATE OF FLORIDA

COUNTY OF DUVAL

ss.

Before me personally appeared H. Daniel Lewis, Jr.

and Sonja M. Lewis, his wife, to me well known
 and known to me to be the individuals described in and who executed the foregoing instrument, and
 acknowledged to and before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 3rd day of September,
 1993, at Jacksonville, County and State aforesaid.

Simon D. Rothstein
 Notary Public in and for the County and State Aforesaid.
 My commission expires:

SIMON D. ROTHSTEIN
 NOTARY PUBLIC, STATE OF FLORIDA
 My commission expires July 4, 1996
 Commission No. CC208178

THIS INSTRUMENT WAS PREPARED BY:
 SIMON D. ROTHSTEIN, Attorney
 SUITE 104, BROWARD BUILDING
 4417 BEACH BOULEVARD
 JACKSONVILLE, FLORIDA 32207

COVENANTS AND RESTRICTIONS
EXHIBIT A

OR BOOK 2349 PAGE 1230

1. Only one residence or one mobile home may be erected or placed on said land, such residence to contain no less than 1,000 square feet of living area exclusive of carports and garages; and such mobile home to be no less than 12 feet in width and 60 feet in length, or 24 feet in width and 40 feet in length; both shall not be permitted. No temporary residence, tent, shack, barn, or other out building shall be used as a residence either temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No dwelling shall be occupied unless substantially furnished. Plans for the construction of a residence must first be approved in writing by grantors.

2. No residence, structure or mobile home shall be nearer than 25 feet to the roadway easement referred to in the foregoing deed without written permission of grantors or as otherwise herein provided. No residence or structure shall be nearer than 10 feet to the side or rear boundary lines of said property, and any mobile home placed on said land shall be so located thereon that the entire length thereof shall front upon said roadway.

3. All sides of such mobile homes visible from said roadway easement shall be covered with skirting at all times, skirting not required to be factory made and installed.

4. Each building or plot shall be kept and maintained completely free from any accumulation of junk or trash of any kind whatsoever.

5. No auto repair service or any other business shall be conducted on said premises; same shall be used exclusively for one-family residential purposes.

6. No swine or goats shall be kept on said premises. No more than two cattle and one horse per acre shall be kept or allowed to remain on any parcel of land. No dog kennels or poultry for commercial purposes shall be permitted. All pets must be confined to owner's property and free of roadways and/or easements.

7. Each owner shall maintain the ingress and egress easement. The grantor(s) are not responsible for maintaining said easement.

8. No inoperable vehicles shall be kept or allowed to remain on said land for more than 30 days. Inoperable vehicles may be removed and sold at grantee's expense after such 30 days.

9. Culverts must be 18 inches in diameter, if needed.

10. No ponds shall be dug on property or any soil removed or relocated from said land.

11. If any party hereto, or their successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the grantors, or any of them, or any other person or persons owning any real property bordering upon or near the aforesaid roadway easement, to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages, including reasonable attorney's fees, or other relief for such violation.

12. None of the restrictions contained herein may be changed or released except by the written approval of the grantors, their heirs, executors or administrations. Grantors retain the right to modify, amend or remove any of the above restrictions.

13. These restrictions are to remain in full force and effect until January 1, 2012, at which time they shall terminate and expire unless sooner modified, released, revoked or waived by the grantors, their heirs, legal representatives, executors or administrators, or upon the written and duly executed release or waiver by all of the owners of the property abutting or bounding the aforesaid roadway easement.

14. All restrictions herein contained shall be deemed several and independent, and the invalidity of one or more or any part of one shall in no way impair the validity of the remaining restrictions or part thereof.

15. The foregoing restrictions shall be deemed to be covenants running with the title to said land.

I, (We), the Buyer(s), agree to be governed by the above restrictions and acknowledge receipt of photocopy thereof.


