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WARRANTY DEED

This Warranty Deed made and executed the 28th day of February A.D. 2005, by **ANDREW J. DICKS, A SINGLE MAN NOT RESIDING ON THE PROPERTY DESCRIBED HEREIN**, hereinafter called the grantor, to **ROBIN S. CUPP AND BILLY CUPP, HER HUSBAND**, Whose post office address is 8413 SW SR 247, Lake City, FL 32024, hereinafter called the grantee:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporation)

Witnesseth: That the grantor, for the consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Columbia County, Florida, viz

PARCEL 5 NORTH:

TOWNSHIP 5 SOUTH, RANGE 16 EAST

SECTION 6: A part of Parcel 5 as described in a survey dated June 28, 1993, signed by L.E. Britt, P.L.S. No. 1079, being in the NW ¼ of Section 6, Township 5 South, Range 16 East, more particularly described as follows: Commence at the SW corner of the NW ¼ of said NW ¼ and run N 0° 56' 19" W along the West line thereof, 383.41 feet to a point on the Southeasterly right-of-way line of State Road No. 247; thence N 44° 30' E along said Southeasterly right-of-way line 590.73 feet for a POINT OF BEGINNING; thence continue N 44° 30' E along said Southeasterly right-of-way line 360.30 feet, thence S 45° 30' E 225.00 feet; thence N 85° 23' 44" E, 407.38 feet, thence S 44° 30' W, 668.25 feet, thence N 45° 30' W 491.70 feet to the POINT OF BEGINNING Columbia County, Florida, containing 5.01 acres, more or less.

RESTRICTIONS

From the date hereof until December 31, 2027, the property described herein is hereby restricted as follows:

- 1 There shall not be any hogs or swine placed nor kept on the property for any purpose whatsoever.
- 2 There shall not be any type of commercial poultry operation nor any type of commercial feedlot operation carried on or conducted on the property described herein, nor any type of dog kennel operation for any purpose.
3. Any mobile home placed upon the property described herein shall have a manufacture date not more than four years previous to the placement of the mobile home on the property.
4. If any purchaser or owner of the property described herein shall desire to place a mobile home on the property which has a manufacture date more than four years prior to the date of such placement, Lenvil H. Dicks, his executor, or his Personal Representative, shall be empowered to waive the four-year age requirement, if in his opinion, such mobile home has the appearance of not being more than four years old. Any such waiver shall be in writing from said Lenvil H. Dicks, his Executor, or his Personal Representative before any such mobile home may be placed on the property.
5. There shall not be placed nor kept upon the property any junk of any kind or description, including, but not limited to, junk automobiles, worn out or discarded electrical appliances, machinery, nor any other junk of any kind or nature, nor any items generally construed and defined as being "Junk" and "Unsanitary" in the sole opinion of Lenvil H. Dicks, his Executor, or his Personal Representative. Said Lenvil H. Dicks, his Executor, or his Personal Representative reserves the right to remove any of the above described junk or any other unsightly refuse from any lot in the above described subdivision at the cost of the owner, purchaser or occupant.

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Together with all the tenements, hereditaments and appurtenances thereto belong or in any-wise 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 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 31, 1995.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Nanci Nettles
Signature of witness
Nanci Nettles

Andrew J. Dicks
Andrew J. Dicks

Suzanne Davis
Signature of witness
Suzanne Davis

Inst: [REDACTED] Date: 03/03/2005 Time: 14:36
Doc Stamp-Deed : 101.50
DC, P. Dewitt Cason, Columbia County B: 1039 P: 1031

State of Florida
County of Columbia

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Andrew J. Dicks, who is personally known to me to be the person described in and who executed the foregoing instrument, who was not required to furnish identification, and he acknowledged before me that he executed the same and who did not take an oath.
WITNESS my hand and official seal in the County and State last aforesaid this 28th day of February, A.D. 2005

Nanci Nettles
Notary Public, State of Florida

