

69,500.00

Warranty Deed

This indenture made on **November 4, 2009 A.D.**, by

whose address is: **Deerpoint Cove Land Company, Inc. Profit Sharing Plan
13400 Highway 77
Lake Merial, FL 32409**

hereinafter called the "grantor", to

whose address is: **Dwight M. Hayes, a single man
1214 Clay Ave.
Panama City, FL 32401**

hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, coveys and confirms unto the grantee, all that certain land situate in **Bay County, Florida**, to-wit:

THE SOUTH 305.94 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH RANGE 14 WEST, BAY COUNTY, FLORIDA. LESS AND EXCEPT THE SOUTH 25 FEET FOR ROAD RIGHT OF WAY.

PARCEL ID NUMBER: 07466-040-000

The land is not the homestead of the Grantor under the laws and constitution of the State of Florida and neither the Grantor nor any person(s) for whose support the Grantor is responsible reside on or adjacent to the land.

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way 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 to 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 31st of 2008.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

DEERPOINT COVE LAND COMPANY, INC. PROFIT SHARING PLAN

Signed, sealed and delivered in the presence of:

Anna Tindell

Anna Tindell
PLEASE PRINT OR TYPE NAME AS IT APPEARS

Darlene Jacobs

Darlene Jacobs
PLEASE PRINT OR TYPE NAME AS IT APPEARS

By: George R. Fleming

**State of Florida
County of Bay**

The Foregoing Instrument Was Acknowledged before me on **November 4, 2009**, by **George R. Fleming**, President and Secretary of the above named corporation under the laws of the aforesaid State, who is/are personally known to me or who has/have produced a valid driver's license as identification.



Anna Tindell
NOTARY PUBLIC

Anna Tindell
Notary Print Name
My Commission Expires: Aug 21, 2011

Deed Restrictions

1. No parcel shall be used for commercial, manufacturing, or industrial purposes. No billboards or other advertising signs may be erected or displayed thereon except such signs as may be reasonably required for sale purposes.
2. No building or the other structures shall be located on any parcel nearer the road right-of-way than eighty (80) feet. Nor shall any building or structure be located within ten (10) feet of a side lot line.
3. No noxious or offensive activities permitted. No junk autos, lean-to's junk trailers, junk campers, junk busses, or junk cars.
4. No littering or dumping in any area.
5. Horses and any other non-household pets are allowed as long as they are kept in a sanitary environment.
6. Pets shall not be allowed to leave the confines of each lot unless on a leash and under the control of the owner at all times.
7. No garbage refuge, junk or rubbish shall be kept or deposited on any lot or building site except in a suitable container.
8. No parcel shall be used for a sand pit, any excavating with the exception of septic tanks and the house pad area must be approved by the dedicator.
9. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.
10. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.


