

This Warranty Deed Made and executed the 14th day of December A. D. 19⁸² by

INDIAN ACRES, INC. A FLORIDA CORPORATION

a corporation existing under the laws of Florida, and having its principal place of business at
hereinafter called the grantor, to
PATRICIA SMITH

whose postoffice address is 3727 David Avenue, S.W., Inverness, Fla.

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 corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$ TEN and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Citrus County, Florida, viz:

Lot 10, INDIAN ACRES, being more particularly described as follows:

The W 1/2 of the NW 1/4 of the NE 1/4 of the NE 1/4 of the NE 1/4 of SECTION 5, TOWNSHIP 20 SOUTH, RANGE 20 EAST;

Except the South 25 feet thereof;

Together with a non-exclusive easement for ingress and egress over lands as described in Official Record Book 532, page 651, public records of Citrus County, Florida.

Subject to covenants and restrictions attached hereto . . .

Together with all the tenements, hereditaments and appurtenances thereto belonging 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 it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whatsoever; and that said land is free of all encumbrances except taxes accruing subsequent to 1982.

FILE NO. 335432

CORPORATE SEAL

FILED RECORDED
CITRUS COUNTY, FLORIDA
WALT CONNORS, INC.

92 DEC 15 PM 1 39

VERIFIED BY:

D.C.

In Witness Whereof

the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

INDIAN ACRES, INC.

Secretary

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

[Signature]
FRANCES R. WILYOUNG
President

STATE OF Florida
COUNTY OF Citrus

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared

FRANCES R. WILYOUNG, PRESIDENT

well known to me to be the President and

in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses free and competent under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this

14th day of December, A. D. 19⁸²

NOTARY PUBLIC

MY COMMISSION EXPIRES

Notary Public, Florida, State at Large.

Commission Expires Oct. 2, 1983

BOOK 608 PAGE 130

Restrictions

This conveyance is made upon the following expressed conditions and covenants, all of which are hereby declared to run with the land hereby conveyed and enforceable by lot owners by injunction and to each and every of which the buyers for themselves, their heirs, and assigns hereby consent and covenant to observe and keep; that is to say:

(1) All lots shall be used for non-commercial purposes with not more than one single or double-family (duplex) dwelling per lot and no lot may be subdivided in any manner except as a fractional lot to become an addition to an adjoining lot. Minimum dwelling size 400 square feet single family, 960 square feet double-family (duplex) exclusive of one story porches, garages and carports.

(2) Professional offices, such as a lawyer, doctor, dentist, surgeon, music or art teacher, may be situated within the main residential structure, provided that not more than twenty-five (25) percent of the ground floor of such dwelling shall be so occupied, and provided no name plate or sign be displayed upon the premises other than one sign, not exceeding four square feet in area, and containing the name of the profession only and of the occupants of the premises.

(3) All mobile homes to be factory built units with a full bath and with a minimum width of 12 feet and a minimum length of 30 feet. The exterior of all mobile homes is to be maintained in good condition as near as possible to the way the unit appeared when new.

(4) All dwellings and mobile homes must have indoor sanitary facilities and these facilities must be connected to a septic-tank, or sanitary sewage disposal system, and in good operating condition before dwelling or mobile home is occupied.

(5) All mobile home installations must, within 30 days of parking, level the mobile home and either construct a foundation around the mobile home or screen the under-carriage with an attractive screening device.

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

(7) Dogs, cats, other household pets, horses and/or cattle may be kept, provided they are not kept, bred or maintained for any commercial purpose, and further provided that if horses and/or cattle are kept and maintained, they shall be confined by an appropriate fence or other means at least 100 feet away from the street. It shall also be mandatory that all State and County sanitary and health requirements be fully complied with at all times and that all such pets and livestock be controlled and confined in a manner that they will not become an annoyance or nuisance to the neighborhood. No poultry or swine will be permitted at any time. There shall be no riding or herding of animals on the improved road right-of-way surfaces.

(8) No signs, billboards or other advertising devices shall be used on any lot except for sale or for rent signs with maximum size of four square feet, except as noted in paragraph 2 above.

(9) No vehicle, tractor, truck or van, or any part thereof, shall be kept on any lot, or parked on any street unless such vehicle is in good operating condition and is regularly used for the personal need and enjoyment of the lot owner. In addition all lots shall be kept free of trash, debris, fallen limbs, offensive growth of weeds and brush, etc., and if after notice in writing to the owner that such a condition exists, the owner shall fail to clear away any accumulation of the foregoing within 30 days of date of said notice, INDIAN ACRES, INCORPORATED, or assigns, as developer of the subdivision, reserves the right of entry for the purpose of clearing away the accumulation, assessing the actual reasonable cost thereof against the owner.

(10) No portion of any dwelling, mobile home or out-building, or any fence or hedge over 3 feet in height, shall be erected or planted nearer than 50 feet to any street or front lot line, nor nearer than 10 feet to any side or rear lot line, except in the case where a building site comprises more than one adjoining lot the set-backs apply to only the outer extremities of said building site. All fence posts and fencing materials to be standard commercial types specifically treated and produced for fencing applications, installed in a professional manner with due care being given to proper post alignment, proper leveling, proper stretching of wire, etc., to produce a finished fence with eye appeal and serviceability.

(11) The exterior of all structures must have the appearance of being completed within six months of starting date and all materials used for exterior coverings of walls and roofs shall meet approved building standards and the exterior coverings of all dwellings, out buildings and other structures on each lot or building site must harmonize with and/or complement the exterior coverings of all other structures on that particular lot or building site. All buildings shall have continuous and solid foundation walls except that pier foundations will be permitted if screened in the same manner as for the under-carriage of mobile homes within 30 days after completion of the exterior of the structure. All refuse receptacles, gas tanks and oil tanks shall be screened so as not to be visible from any road or street.

(12) No changes in elevations of the land shall be made which will interfere with the drainage of, or otherwise cause undue hardship to adjoining property. No excavations for stone, gravel, etc., shall be made thereon except for walls, basements and swimming pools.

(13) Providing written permission is first obtained from INDIAN ACRES, INCORPORATED, or assigns, a house trailer, tent, temporary structure or garage may be used for the owner's convenience during the time a dwelling or other fixed improvements are actually under construction, providing sanitary facilities that meet Florida State Board of Health requirements are maintained at all times. In no case will such tent, house trailer, temporary structure or garage be permitted to remain on any lot or building site for more than six months unless within the said six month period it has been made to meet all the restrictions and covenants outlined in this complete list of restrictions.

(14) Easements and Rights-of-Way are hereby expressly reserved by INDIAN ACRES, INCORPORATED, and assigns, for the creation, construction and maintenance of public or quasi-public utilities which function above or below the surface of the ground. Such easements shall be confined, as much as possible, to rear and side lot lines or in and alongside of roadways.

(15) The purchaser of any lot or parcel hereby covenants and agrees for himself and his heirs, executors, administrators and assigns that if he or they desire to sell all, or any part, of their property, at any time, while these restrictions are in force, he or they will notify INDIAN ACRES, INCORPORATED, in writing, stating the name and address of any proposed purchaser and the price and terms that the proposed purchaser has in good faith offered for the property. INDIAN ACRES, INCORPORATED, shall then have the right to purchase the property within 10 days after receipt of said written notice, at the same price and terms offered by the bona fide purchaser named in said notice.

(16) To alleviate conditions in certain specific cases INDIAN ACRES, INCORPORATED, reserves the right to modify or waive any part of the above rules, covenants and restrictions; such action is not to be construed as an elimination of the rule, covenant or restriction and the same shall continue to remain in force in all other cases as before. Also the failure to enforce, or invalidation by judgment or court order of any of these rules, covenants and restrictions shall in no way be construed to affect any of the other provisions hereof.

(17) If any owners of any property in INDIAN ACRES SUBDIVISION, their heirs, executors, administrators, devisees, grantees or assigns shall violate, or attempt to violate, any of the rules, covenants or restrictions herein contained, it shall be lawful for any other persons owning property in the subdivision to prosecute any proceedings in law or at equity against the said violator. These rules, covenants and restrictions shall remain in full force unless annulled, altered or modified by the written approval of the legal owners of seventy five (75) percent of the lots in the subdivision. INDIAN ACRES, INCORPORATED, or its successors may also act as owner of one or more lots for the purpose of prosecuting violators and for the purpose of annulling, altering or modifying the rules, covenants and restrictions herein contained.

RECORDERS NOTE:
The legibility of writing, typing or printing unsatisfactory in this document when received.