

WARRANTY DEED.

THIS WARRANTY DEED Made and executed the 3rd day of April, A. D. 1984, by TRIPLE C. ENTERPRISES, INC., a corporation existing under the laws of State of Florida, and having its principal place of business at P. O. Box 367, Inverness, Florida, 32651, hereinafter called the grantor, to JOHN K. SPENCE and H. JOYCE SPENCE, his wife, whose postoffice address is 12453 White Birch, East Long Lake, Alpena, MI 49707, hereinafter called the grantees.

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00, and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantees, their heirs and assigns forever, the following described land situate in Citrus County, State of Florida, to-wit:

Commence at the SW Corner of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 33, TOWNSHIP 19 SOUTH, RANGE 20 EAST, thence N. 1° 15' 09" W., along the West line of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of said Section 33, a distance of 208.75 feet, thence N. 89° 31' 11" E. 670.41 feet, thence N. 0° 11' 19" W. 606.0 feet to the POINT OF BEGINNING, thence continue N. 0° 11' 19" W. 189.25 feet, thence S. 59° 33' 59" W. 174.66 feet, thence S. 1° 15' 09" E., parallel to the West line of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of said Section 33, a distance of 102.0 feet, thence N. 89° 32' 24" E. 148.99 feet to the Point of Beginning, being Lot 12, of QUAIL RUN RETREATS, an unrecorded Subdivision.

THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA IS NOT RESPONSIBLE FOR NOR IS ANY OTHER GOVERNMENTAL AGENCY RESPONSIBLE FOR, THE MAINTENANCE OR IMPROVEMENT OF ANY DRIVE, ROAD, OR EASEMENT OR RIGHT-OF-WAY PROVIDING INGRESS AND EGRESS TO THE PROPERTY HEREIN CONVEYED."

TOGETHER with an easement, to be used in common with others for ingress and egress, over and across the following described land:

Commence at the SW Corner of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 33, TOWNSHIP 19 SOUTH, RANGE 20 EAST, thence N. 89° 31' 11" E., along the South line of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of said Section 33, a distance of 427.78 feet to the POINT OF BEGINNING, thence N. 0° 11' 19" W. 354.15 feet, thence S. 89° 32' 24" W. 284.36 feet, thence N. 1° 15' 09" W., parallel to the West line of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of said Section 33, a distance of 600.0 feet, thence N. 89° 32' 24" E. 382.68 feet, thence S. 1° 15' 09" E., parallel to the West line of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of said Section 33, 30.0 feet, thence S. 89° 32' 24" W. 352.68 feet, thence S. 1° 15' 09" E., parallel to said West line, 540.0 feet, thence N. 89° 32' 24" E. 322.68 feet, thence N. 1° 15' 09" W., parallel to said West line, 540.0 feet, thence N. 89° 32' 24" E. 30.0 feet, thence S. 1° 15' 09" E., parallel to said West line, 570.0 feet, thence S. 89° 32' 24" W. 68.31 feet, thence S. 0° 11' 19" E. 354.14 feet to the South line of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of said Section 33, thence S. 89° 31' 11" W., along said South line, 30.0 feet to the Point of Beginning.

Subject to the restrictions attached hereto and made a part hereof.

Subject to easements of record.

AND 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 for the year 1984 and subsequent.

This instrument prepared at Citrus Title Co., Inc., by Frances Q. Kennedy, Inverness, Florida, 32650.



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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.

Signed, sealed and delivered in the presence of:

TRIPLE C ENTERPRISES, INC.

By Bernard E. Czapka
Bernard E. Czapka, President.

ATTEST:

Mary F. Czapka
Mary F. Czapka, Secretary.

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 BERNARD E. CZAPKA and MARY F. CZAPKA, well known to me to be the President and Secretary, respectively of the corporation named as grantor in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily 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 3rd day of April, A. D. 1984.

Carole Dryden
Notary Public, State of Florida at Large.

My Commission Expires November 2, 1987

QUAIL RUN ESTATES

Inverness, Florida.

RESTRICTIONS.

These restrictions and limitations are to be regarded as covenants running with the land, regardless of whether or not they are specifically mentioned in any deeds of conveyance subsequently executed.

1. All lots shall be used for residential purposes, and no structure shall be erected, altered or permitted to remain on any residential lot other than one single-family dwelling or qualified mobile home.
2. Each dwelling or mobile home shall contain not less than 720 square feet of ground floor area, exclusive of open or screened breezeways, porches, terraces and attached carports or garages.
3. No trailer, camper, tent basement, shack, garage, barn or other outbuilding shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted. No structure of any kind shall be moved onto any part of the above described property.
4. All buildings erected in this subdivision shall be of new material, and no tar paper, sheetmetal, homosote shall be used as an exterior finish for any of the buildings. No roof shall be constructed of tin, sheet metal, iron or tar paper as an exterior covering. All roofs shall be of permanent type construction.
5. No building shall be erected nearer to the front lot lines, than twenty-five feet, nor nearer than ten feet from any side line, and fifteen feet from the rear line.
6. No animals, poultry, or other livestock shall be kept or raised on any said lot. This covenant shall not be deemed as prohibiting the keeping of dogs and cats as household pets, not to exceed two of each.
7. No open toilets shall be permitted on the premises, but all living accommodations shall be provided with toilet facilities processed with a septic tank.
8. No obnoxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
9. All lot owners will share and share alike in the use and maintenance of the private paved road in this subdivision.
10. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2000. At which time said covenants and restrictions will terminate.
11. When the majority of the lots in this subdivision are sold and occupied as residences, the Developers hereby agree to vest sufficient authority in an association formed by said residents for the purpose of carrying out the purpose of the restrictions.