

ALTA COMMITMENT FOR TITLE INSURANCE issued by FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT – READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

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- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
- 2. If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice:
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I Requirements;
 - f. Schedule B, Part II Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

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- d. The deletion or modification of any Schedule B, Part II Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. ARBITRATION

The Policy contains an arbitration clause as follows:

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.
- b. If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18 (Condition 17 of the Loan Policy), then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18 (Condition 17 of the Loan Policy).
- c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

FIRST AMERICAN TITLE INSURANCE COMPANY

1 First American Way, Santa Ana, CA 92707

By:____

Kenneth D. DeGiorgio, President

By:_____

Lisa W. Cornehl, Secretary

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Florida Legacy Title

Issuing Office: 8317 Front Beach Road, Suite 43 Panama City Beach, FL 32407

Issuing Office's ALTA® Registry ID: 1226432

Loan ID Number:

Commitment Number: Pre-2023-43 Issuing Office File Number: Pre-2023-43

Property Address: 850 Gulf Shore Drive, Carrabelle, FL 32322

SCHEDULE A

- 1. Commitment Date: October 25, 2023 08:00AM
- **2.** Policy to be issued:
 - (a) ALTA Owner's Policy
 Proposed Insured:
 Proposed Policy Amount:

 TBD TBD
- **3.** The estate or interest in the Land at the Commitment Date is: Fee Simple
- **4.** The Title is, at the Commitment Date, vested in: John Munn and Nicole Greer Munn, husband and wife
- The Land is described as follows:
 Property description set forth in Exhibit A attached hereto and made a part hereof.

FLORIDA LEGACY TITLE

8317 Front Beach Road, Suite 43, Panama City Beach, FL

32407

Telephone: (850) 588-0547

mych Per

Countersigned by:

Angela Peoples

Florida Legacy Title, License #W909087

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SCHEDULE B, PART I – Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. Warranty Deed from John Munn and Nicole Greer Munn, husband and wife to A Natural Person or Legal Entity to be designated conveying the land described under Schedule "A".
- 6. INTENTIONALLY DELETED
- 7. INTENTIONALLY DELETED
- 8. Release of right of re-purchase set forth in Item 10 of that certain Warranty Deed from Dog Island Company, recorded in Book 25, Page 407.
- 9. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.
- 10. Proof of payment of taxes and assessments for the year 2022, and prior years, plus any penalties and interest.
- 11. Note: The following is for informational purposes only and is given without assurance or guarantee: 2022 taxes show PAID. The gross amount is \$3,570.20 for Tax Identification No. 06-08S-04W-5260-0000-0240.
- 12. NOTE: The name or names of the proposed insured(s) and/or the amount of requested insurance under the Owner's/Loan Policy to be issued must be furnished and this Commitment is subject to such further exceptions and/or requirements as may then be deemed necessary.
- 13. NOTE: The 2023 taxes have not been updated on this commitment revision request. They will be updated and delivered with your closing update request.
- 14. NOTE: The following conveyance(s) have been recorded within the last 24 months:

None

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15. Note: Florida Statutes, Sections 692.201-692.205, "Conveyances to Foreign Entities," (the "Statute") effective July 1, 2023, prohibits ownership of certain real property by certain foreign parties. Pursuant to such Statute, at the time of purchase of real property in Florida, each buyer must provide an affidavit that the proposed Insured is not a foreign principal from a foreign country of concern that is restricted from acquiring the Land set forth on Schedule A. In order to facilitate compliance with the Statute, the Company has prepared an affidavit affirming that the proposed Insured is not prohibited from acquiring the Land under the Statute, which affidavit will be provided upon request for possible use until such time as the Florida Real Estate Commission has promulgated an affidavit pursuant to the Statute.

Any loss or damage incurred as a result of a violation of this Statute is excluded from coverage under the terms of a title insurance policy. Further, the Company will not knowingly close or insure a transaction that violates this Statute.

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SCHEDULE B, PART II – Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- 2. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
- 3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
- 4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
- 5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
- 6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
- 7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
- 8. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.
- 9. NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

- 10. Subject to Covenants and Restrictions set forth in that certain Deed recorded Book 25, Page 407.
- 11. Riparian and/or littoral rights are not insured.

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- 12. The right, title or interest, if any, of the public to use as a public beach or recreation area any part of the Land lying between the water abutting the Land and the most inland of any of the following: (a) the natural line of vegetation; (b) the most extreme high water mark; (c) the bulkhead line, or (d) any other line which has been or which hereafter may be legally established as relating to such public use.
- 13. Rights of the United States Government to that part of the Land, if any, being artificially filled in land in what was formerly navigable waters arising by reason of the United States Government control over navigable waters in the interest of navigation and commerce.
- 14. Any adverse ownership claim by the State of Florida by right of sovereignty to any part of the Land that is, as of the Date of Policy or was at any time previously, under water (submerged).
- 15. Note: All of the recording information contained herein refers to the Public Records of FRANKLIN County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

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EXHIBIT "A"

The Land referred to herein below is situated in the County of Franklin, State of Florida, and is described as follows:

IN UNIT NO. 1, OF DOG ISLAND, IN FRANKLIN COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCE AT A POINT ON THE EAST BOUNDARY OF FRACTIONAL SECTION 11, TOWNSHIP 8 SOUTH, RANGE 4 WEST, DOG ISLAND, FRANKLIN COUNTY, FLORIDA, 395.98 FEET SOUTH OF THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION 11, AND RUN THENCE SOUTH 67 DEGREES 00 MINUTES WEST 1096 FEET, THENCE RUN SOUTH 60 DEGREES 56 MINUTES 30 SECONDS WEST 2800 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREBY CONVEYED, AND FROM SAID POINT OF BEGINNING RUN THENCE SOUTH 26 DEGREES 30 MINUTES EAST 500 FEET TO A POINT ON THE APPROXIMATE MEAN HIGH WATER LINE OF THE GULF OF MEXICO, THENCE RUN IN SOUTHWESTERLY DIRECTION ALONG THE APPROXIMATE MEAN HIGH WATER LINE OF THE GULF OF MEXICO SOUTH 60 DEGREES 56 MINUTES 30 SECONDS WEST 100 FEET, THENCE RUN NORTH 26 DEGREES 30 MINUTES WEST 500 FEET, THENCE RUN NORTH 60 DEGREES 56 MINUTES EAST 100 FEET TO THE POINT OF BEGINNING; SAID LANDS HEREBY CONVEYED BEING ALSO DESCRIBED AS LOT 24 OF THE CERTAIN UNRECORDED MAP OR PLAT OF DOG ISLAND GULF BEACHES UNIT NO. 1, AS HEREINABOVE REFERRED TO, SAID PLAT DATED MARCH 1948, AND PREPARED BY L. G. FLANAGAN, LAND SURVEYOR, FOR TALLAHASSEE AIRCRAFT CORPORATION, A FLORIDA CORPORATION.

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THIS INDENTURE, Made and entered into this 17th day of
December A. D. 195 7 by and between
OOG ISLAND COMPANY • a corporation organized and
existing under the laws of the State of Florida, party of the first part, and JAMES I. ROWN AND RUTH 3. BROWN, HIS MAJER
of the County of RAMSEY and State of MINUSOPA . SPARFMENT OF RESTORIC, UNIVERSITY OF ALL MADE SOFT
PARTies of the second part,

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations to it this day in hand paid by said parties of the second part, the receipt of all of which is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said parties of the second part, heirs and assigns in fee simple forever the following piece, parcel, lot or tract of land, located, situated, lying and being in "Unit Number one", of Dog Island in Franklin County, Florida; more particularly described as follows, to-wit:



Commande at a weight on the best posing my of arrest and 3 estain 11, ownship 3 Jouth, where he Mest, Jos Island, for which Genery, Marchan 3 Jouth, where he Mest, Jos Island, for weight Genery of the mest of Sec. of 11, and can at me South of decrees 50 minutes 20 minutes and 12 for mest of ment of 12 for mest of ment of ment







This conveyance is made subject to the following covenants and restrictions, which are and shall continue to be covenants running with the land, enforceable by the party of the first part, any designated successor or successors of the party of the first part, or by a person or persons now or subsequently owning any property within half a mile of the premises above described, which has been or which may be acquired from, through, or under the said party of the first part:

- 1. The property herein described shall be known and described as a residential lot and no structure shall be erected, nor any residential building placed, on said lot other than a single detached single family dwelling, not to exceed two stories in height, a single one or two-car garage, a laundry or tool room attached to such garage, and not more than one servant house containing not more than three (3) rooms. No garage apartment shall be erected on any part of said premises unless same is erected for and used exclusively by domestic servants employed by the owner or occupants of residence on said property. No building erected on any part of said premises shall be used for any commercial purposes. Only one (1) servant house may be crected on said lot.
- 2. Only One (1) dwelling, exclusive of out-buildings as described in paragraph "1" above, shall be pormitted to exist at any time on the premises hereinabove described.
- 3. No structure shall be erected within twenty (20) feet of the rear, or side lot lines of the entire parcel on which it is constructed. No structure of any kind shall be erected within 100 feet of the southern line of said lot.
- h. No dwelling (exclusive of out-buildings as described in paragraph "l" above) shall be erected or placed on said lot which has an area of less than seven hundred and fifty (750) square feet of floor space, exclusive of porches, open on three sides.
- 5. No sewerage or garbage shall be emptied, or allowed to be emptied, into the Gulf of Mexico, or St. George's Sound, and the installation and use of approved septic tanks is mandatory.
- 6. No noxious trade or activity shall be carried on upon said premises, nor shall anything be done thereon which is, or may become, an annoyance or nuisance to the owners of adjoining or contiguous property.

7. No trailer, basement, tent, shack, garage, or other outbuilding erected on any portion of said tract, other than servants houses as described in paragraph "l", shall at any time be used as a residence temporarily or permanently. No servants house may be built until the main dwelling has been completed.

8. It is also understood and agreed that any lot or parcel of land purchased from Tallahassee Aircraft Corporation on Dog Island shall not be sub-divided by any purchaser, his heirs or assigns, for rental, lease, or re-sale purposes. No structure shall be erected, or maintained on any portion of the property above described unless the person erecting or maintaining the same owns all of the premises hereinabove described.

9. If the parties hereto, or any of them, or their heirs or assigns, shall violate, or attempt to violate; any of the covenants or restrictions herein, it shall be lawful for any other person, or persons as hereinabove described, to prosecute any proceeding at law of in equity against the persons violating, or attempting to violato, any such covenants or restrictions and either prevent him or them from so doing, or to recover damages or other dues for such violation.

10. In the event any owner of the premises herein described desires to convey the same, he shall first notify Tallahassee Aircraft Corporation, or its designated successors or assigns, of that fact and give Tallahassee Aircraft Corporation, its successors or assigns, the right to purchase said premises upon the same terms and conditions as those proposed to be sold to such other party, it being the intention of this paragraph that the Tallahassee Aircraft Corporation reserves the option to re-purchase said

Corporation reserves the option to re-purchase said premises if they should be sold at any subsequent time, and reserves the refusal of the same upon the same terms and conditions as they may be offered any other person or persons.

ll. These covenants and restrictions are to run with the land and be binding upon the parties hereto and all persons claiming under either of them until January 1, 1980, and thereafter until terminated by written instrument executed by the then record extens of a majority of all parcels or land lying within half a mile thereof held by or acquired from, through, or under the party of the first part.

12. No building shall be creeted on any lot in said subdivision unless the design and location of such buildings have been approved in writing by a Committee consisting of four (4), then recerd property owners, and a representative of Tallahassee Aircraft Corporation, appointed by the party of the first part hereinbefore named or their heirs or assigns, however, in the event such Committee is not in existence or fails to approve or disapprove such design or location within thirty (30) days after the same has been submitted to such Committee, then such approval by such Committee will not be required, provided the design and location of such building conform to and are in harmony with existing structures in said subdivision.

And the said party of the first part, subject to the restrictions above imposed, does hereby fully warrant the title to the premises above described and will forever defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the party of the first part has caused these presents to be signed under its corporate name and seal, by its President and Secretary, this the day and year first above written.

Signed, sealed and delivered in the presence of

ATTEST

STATE OF FLORIDA COUNTY OF

ss:

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 Accordance and to the county aforesaid to take acknowledgments, personally appeared Accordance and the county and known to be the persons described in and who executed the foregoing instrument as president and secretary, respectively, of Accordance acknowledged before me that they executed the same as such officers, in the name of and for and on behalf of the said corporation.

In witness whereof, I have unto set my hand and affixed my official seal this $\frac{1760}{100}$ day of $\frac{1}{100}$, A. D., $\frac{1950}{100}$ in the County and State last aforesaid.

(Notarial Seal)

Notary Public, State of Florida at large. My commission expires: .

Return to the N 12