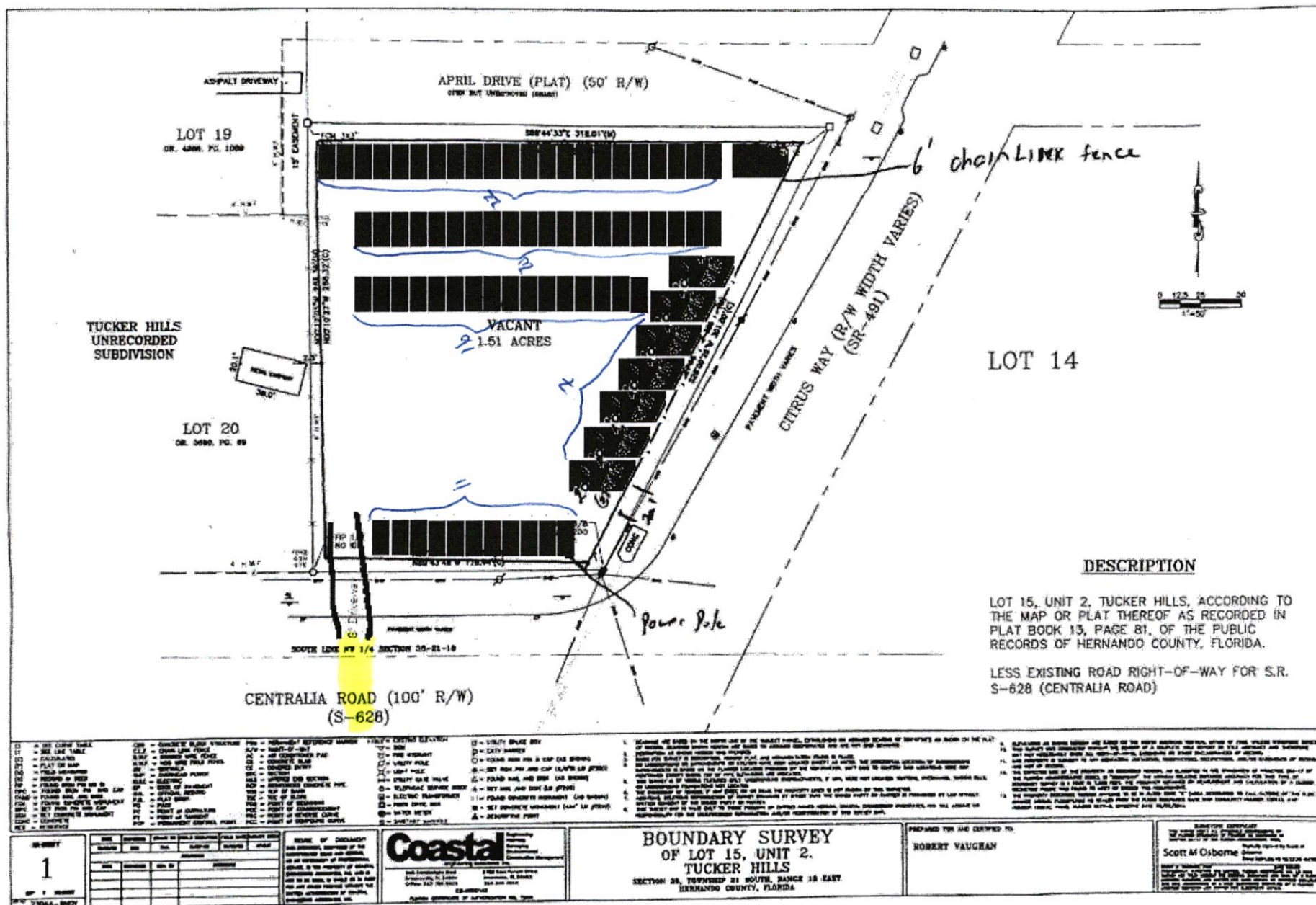


76 Spots



Warranty Deed

(STATUTORY FORM—SECTION 689.02 F.S.)

This instrument was prepared by:
Daniel B. Merritt, Sr./bch
of the Law Offices of
MERRITT, HIGH, UNDERWOOD & EPPLEY, P.A.
129 North Main Street
Post Office Box 1478
BROOKSVILLE, FLORIDA 33512

This Indenture. Made this _____ day of **March** 1981, **Between**
ROBERT R. HOFFMAN, widower and surviving spouse of Rose Hoffman, deceased.

of the County of **DUTCHESS**, State of **NEW YORK**, grantor*, and
JOHN ALVAREZ and ELAINE ALVAREZ, husband and wife, and
VICTOR ALVAREZ and DONNA ALVAREZ, husband and wife,
joint tenants with right of survivorship and not tenants in common.

whose post office address is 811 - NW 92nd Avenue
Pembroke Pines, Florida 33024

of the County of **Dade**, State of **Florida**, grantee*,

Witnesseth. That said grantor, for and in consideration of the sum of **TEN and 00/100 (\$10.00)** -----

and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Hernando** County, Florida, to-wit:

Lot 15, TUCKER HILLS, UNIT NO. 2, as per plat thereof recorded in Plat Book 13, Page 81, public records of Hernando County, Florida.
LESS the existing right-of-way for State Road S-628.

SUBJECT to restrictions as reflected on Schedule "A" hereto attached and specifically made a part hereof as though incorporated in haec verba, which shall be covenants running with the land.

irregardless of ownership

"In these words" - Statement is being presented w/ alteration or paraphrasing.

It is the intent of this Deed to create a tenancy by the entireties to an undivided one-half (1/2) interest as to each spouse herein and a joint tenancy with right of survivorship between the survivor of each tenancy by the entireties.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

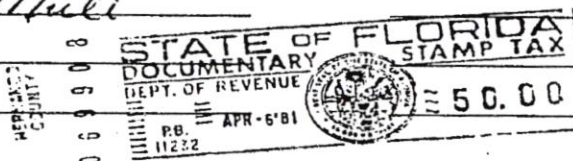
In Witness Whereof,

Signed, sealed and delivered in our presence:

Grantor has hereunto set grantor's hand and seal the day and year first above written.

[Signature: Irene M. Struble]
[Signature: Jane A. Mulli]

[Signature: Robert R. Hoffman]
Robert R. Hoffman (Seal)



FILED FOR RECORD
H. BROOKS, CLERK
HERNANDO COUNTY, FLA.
PH 3 43
007884 (Seal)

STATE OF NEW YORK
COUNTY OF DUTCHESS

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared

ROBERT R. HOFFMAN, widower and surviving spouse of Rose Hoffman, deceased,

to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this **17th** day of **March** 1981.

My commission expires:



[Signature: David A. Lawson]
Notary Public

DAVID A. LAWSON
Notary Public in the State of New York
14-2278775
Residing in Dutchess County
My Commission Expires Mar. 30, 1983

SCHEDULE "A"
RESTRICTIONS

1. Any motor vehicle kept on above property must have a current license plate on it
2. All dwellings must have a minimum of 600 square feet of living area, excluding garage, and exterior must be completed within two years from start of construction.
3. A mobile home is permitted, providing it is a minimum of 12 feet wide and 50 feet long. It must be mounted on cement block foundation with a planter in front.
4. No commercial husbandry of either animals, reptiles or fowls shall be conducted or maintained on any lot, plot or tract, except household pets and up to five (5) horses may be kept by the Owner.
5. Commercial businesses are prohibited except for professional offices such as a doctor, lawyer, dentist, surgeon, music or art teacher which may be situated within the main structure.
6. No more than one dwelling per acre shall be allowed on the above property.

none exist.

1

Sales

Sale Date	Book/Page	Deed Type	Vacant/Improved	Qualification	Sale Price	Grantee
11/09/2022	<u>4246/133</u>	QC - QUIT CLAIM DEED	V - <u>No Rights</u>	X	\$100	HERCE ROBERT A 16
11/08/2022	<u>4246/135</u>	WD - WARRANTY DEED	V <u>Yes</u>	Q	<u>\$40,000</u>	LAND SUPPLIER LLC
06/01/1990	<u>784/1408</u>	WD - WARRANTY DEED	V - <u>no satisfaction</u>		\$15,000	HERCE ROBERT A 16
07/01/1987	<u>657/980</u>	FJ - FINAL JUDGMENT	V <u>Divorce</u>	M	\$100	ALVAREZ ELAINE R
05/01/1985	<u>580/961</u>	QC - QUIT CLAIM DEED	V <u>Ret + Return to Elaine</u>		\$100	ALVAREZ JOHN and ELAINE
04/01/1981	<u>480/1784</u>	WD - WARRANTY DEED ✓	V	Q	\$12,500	ALVAREZ JOHN and ELAINE
01/01/1980	<u>0/0</u>	N/A - UNDEFINED	N/A	N/A	\$0	HOFFMAN ROBERT R ET UX

FRIEDRICHS

"Haec verba" is a Latin phrase meaning "in these words," used to indicate that a document or statement is being quoted verbatim.

Definition and Meaning

The Latin expression "in haec verba" literally translates to **"in these words"** and is commonly used in legal contexts to indicate that the exact wording of a document, contract, or statement is being presented without alteration or paraphrasing ¹ Cornell University +1 . Its primary purpose is to ensure precision and avoid misinterpretation, particularly in court pleadings, contracts, or other formal documents ² uslawexplained.com +1 .

Legal Usage

In law, **haec verba** is often employed when a party incorporates the exact language of a document into a legal filing. For example, instead of attaching a copy of a contract or communication, a lawyer may quote the relevant sections **in haec verba** to highlight specific obligations, breaches, or statements ³ Justia . This practice is crucial in jurisdictions that emphasize textual accuracy, as even minor deviations in wording can affect legal outcomes ⁴ legalclarity.org .

Courts may require that the original document be attached or a certified copy provided, and failure to quote **in haec verba** can result in exclusion of the evidence or weaken a case ⁵ legalclarity.org . The phrase differs from **incorporation by reference**, which includes a document by referring to it without reproducing the full text; **haec verba** ensures the exact text is before the court ⁶ legalclarity.org .

Practical Examples

- In a **contract dispute**, a plaintiff might quote the contract **in haec verba** to show precisely where the other party failed to meet obligations ⁷ Justia .
- In **defamation cases**, the exact wording of a published statement may be presented **in haec verba** to demonstrate the alleged harm ⁸ uslawexplained.com .
- In business or employment contexts, instructions or job descriptions may be written **in haec verba** to ensure rules and conditions are followed exactly as stated ⁹ legalpedia.ai .

Importance

Using **haec verba** preserves the integrity of the original text, prevents misinterpretation, and provides a clear, unambiguous record for legal or formal proceedings. It reflects the historical evolution of law from oral custom to written code, emphasizing certainty and predictability in legal matters.

Legal Definition of "Running With the Land"

"Running with the land" is a real property principle meaning that certain rights, obligations, or covenants are attached to the land itself and automatically transfer with the property whenever ownership changes, regardless of who holds the title LII / Legal Information Institute +1.

Core Meaning

When a right or restriction "runs with the land," it is **baked into the property** and binds future owners just as it bound the original owner. This is different from personal agreements, which only apply to the parties who made them and end when those parties sell legalclarity.org.

Types of Interests That Run With the Land

- **Easements** – Rights to use another's land, such as a driveway or utility access. An *appurtenant easement* benefits one parcel (dominant estate) at the expense of another (servient estate) and transfers with the land legalclarity.org.
- **Restrictive Covenants** – Promises about how land can or cannot be used. These can be:
 - **Affirmative** – Require the owner to do something (e.g., maintain landscaping).
 - **Restrictive/Negative** – Prohibit certain actions (e.g., no fences) Investopedia +1.
- **Other property interests** – Such as mineral rights or certain appurtenant rights, which persist through sales until formally terminated legalclarity.org.

Legal Requirements for a Covenant to Run With the Land

Courts apply different tests depending on whether the covenant burdens or benefits the land. Common elements include LII / Legal Information Institute:

1. **Intent** – The original parties intended the covenant to run with the land.
2. **Notice to successor in title** – The new owner must be aware of the covenant.
3. **Touche and concerns the land** – The covenant is directly related to land use.
4. **Privity** – There is a legal connection between the parties (horizontal privity between landowners, vertical privity between landowners and the covenant holder).

Some jurisdictions require all four elements for burdens, while others require fewer for benefits LII / Legal Information Institute.

Key Takeaway

If a right or restriction runs with the land, it **follows the property through every sale**. Buyers inherit both benefits and burdens, and sellers must ensure any such rights are disclosed and properly recorded. This principle is central to property law, ensuring continuity of rights and obligations across generations of owners LII / Legal Information Institute +2.