

PROTECTIVE AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION of protective and restrictive covenants made and published this 17th day of January, 1974, by the following named persons, hereinafter called Covenantors: EARL C. DAVIS and GRETA B. DAVIS, his wife; GEORGE G. MILLER and MARGARETTEE B. MILLER, his wife; LA DIEU BARNES and AVIS MARIE BARNES, his wife; RICHARD S. GREEN, unmarried; EDWARD M. MANDELL and K. JUDY MANDELL, his wife; TROY E. REEVES and ELLEN T. REEVES, his wife; ROYLEE C. BOWDEN and SADIE M. BOWDEN, his wife; ALVIN L. PEVEY and PAULINE D. PEVEY, his wife; CHARLES JOSEPH WACHS and ROSE MARIE CANCECLIDES WACHS, his wife; ROBIN THOMAS POPE and DANETTA B. POPE, his wife; WILLIAM F. TAYLOR and SHIRLEY G. TAYLOR, his wife; WILLIAM L. LEE, JR., and FRANCES W. LEE, his wife; JOSEPH J. GODFREY and PEGGY L. GODFREY, his wife; CLARENCE B. STATLER and DIANE N. STATLER, his wife; and JAMES E. SHANAHAN and PHYLLIS P. SHANAHAN, his wife;

W I T N E S S E T H :

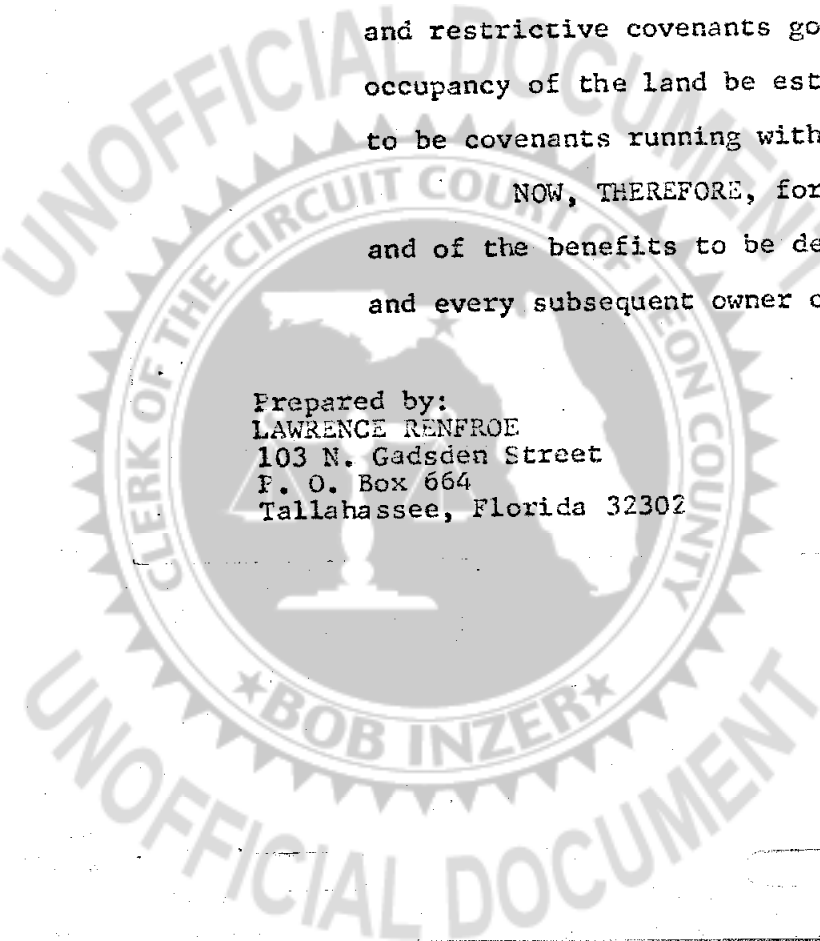
THAT, WHEREAS, said Covenantors Earl C. Davis and Greta B. Davis, his wife, caused a certain property to be subdivided known as Appaloosa Run, the same being recorded in the public records of Leon County, Florida, in Plat Book 7, page 16; and

WHEREAS, all the Covenantors above named presently own one or more lots in said subdivision; and

WHEREAS, it is to the interest, benefit and advantage of said Covenantors and each and every person who shall hereafter purchase any lot in said subdivision that certain protective and restrictive covenants governing and regulating the use and occupancy of the land be established, set forth, and declared to be covenants running with the land;

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Covenantors and each and every subsequent owner of any of the lots in said subdivision,

Prepared by:
LAWRENCE RENFROE
103 N. Gadsden Street
P. O. Box 664
Tallahassee, Florida 32302



said Covenantors do hereby set up, establish, promulgate and declare the following protective and restrictive covenants to apply to all of said lots, and to all persons owning said lots presently, or any of them, and to all such persons who may hereafter own said lots, or any of them; these protective and restrictive covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through the Covenantors until January 1, 1994, at which time said covenants may be extended or terminated in whole or in part as hereinafter provided, to-wit:

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height, a private garage for not more than two cars, and one back yard enclosed multi-purpose storage or accessory building.

2. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in 15 below. The Covenantors recognize and agree that all improvements presently existing on any lot in said subdivision have had such architectural approval and conform to all of the requirements of these protective and restrictive covenants.

3. DWELLING QUALITY AND SIZE: No dwelling shall be permitted on any lot containing less than 1500 square feet inside, heated area, and of brick construction, it being the intention and purpose of this covenant to assure that all

dwelling shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1500 sq. feet for a one-story dwelling, not less than 1000 sq. feet for a dwelling of more than one story.

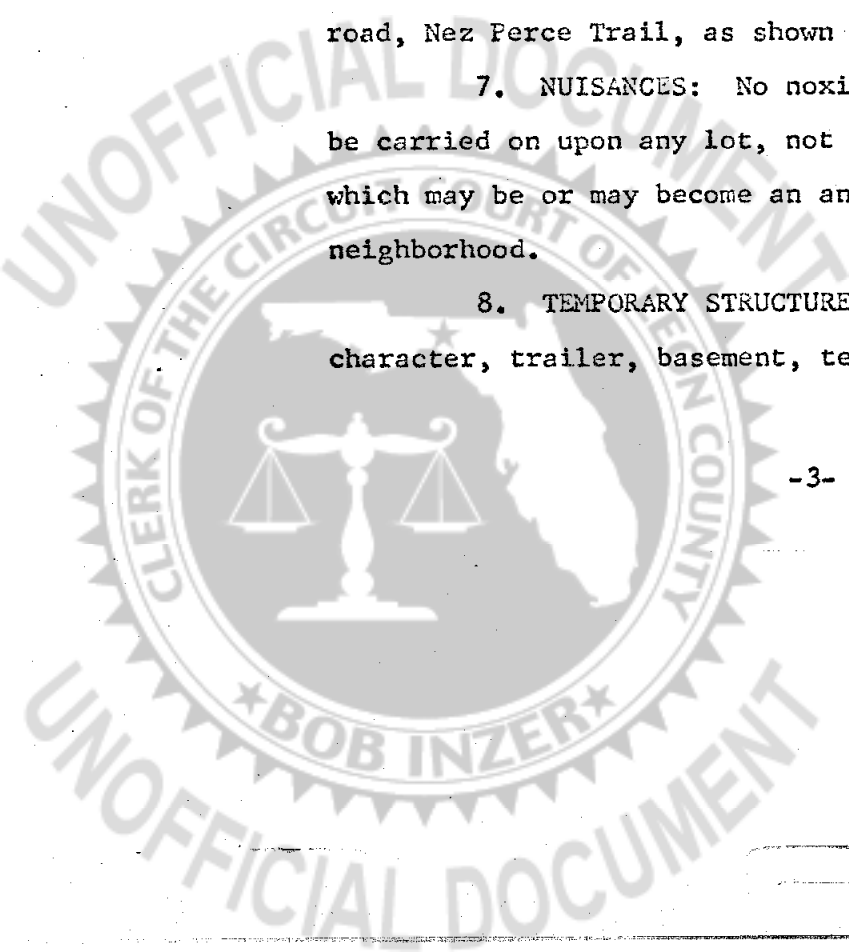
4. BUILDING LOCATION: No building shall be located on any lot nearer than 25 feet to the front lot line or nearer than seven and one-half feet to the side street or side lot line. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than $7\frac{1}{2}$ feet to any side street line. No building shall be located nearer than $7\frac{1}{2}$ feet to an interior lot line, except that a 2 foot side yard setback shall be required for a garage or other permitted accessory building located 35 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than $7\frac{1}{2}$ feet to the rear lot line. For the purposes of this covenant, eaves, steps, carports and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

5. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 79 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 sq. feet.

6. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved on the public road, Nez Perce Trail, as shown on the recorded plat.

7. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other



outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, not shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

12. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. SEWAGE DISPOSAL: No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of Leon County Health Department. Approval of such systems as installed shall be obtained from such authority.

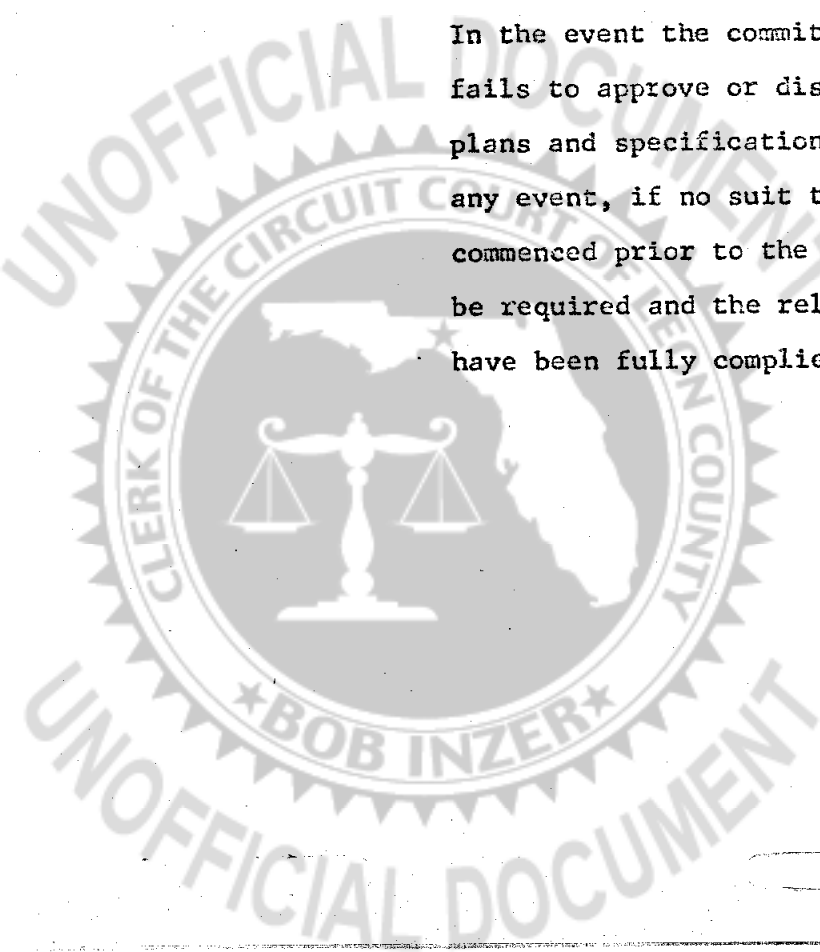
14. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area

formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. ARCHITECTURAL CONTROL COMMITTEE:

a. MEMBERSHIP: The architectural control committee is composed of GEORGE G. MILLER, 1610 Sequoia Drive, Tallahassee, Florida; EARL DAVIS and GRETA B. DAVIS, 2002 High Road, Tallahassee, Florida. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

b. PROCEDURE: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.



16. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1994, after said date said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

17. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

18. SEVERABILITY: Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, said Covenantors have affixed their hands and seals on the day and year first above written.

Witnesses:

[Signature]
[Signature]
As to Earl C. Davis and
Greta B. Davis
[Signature]
[Signature]
As to George G. Miller and
Margarettee B. Miller

[Signature] (SEAL)
Earl C. Davis
[Signature] (SEAL)
Greta B. Davis
[Signature] (SEAL)
George G. Miller
[Signature] (SEAL)
Margarettee B. Miller

Witnesses as to all other
covenantors:

[Signature]
[Signature]
[Signature] (SEAL)
Richard S. Green
[Signature] (SEAL)
Froy C. Reeves
[Signature] (SEAL)
Ellen T. Reeves
[Signature] (SEAL)
Alvin L. Pevey
[Signature] (SEAL)
Pauline D. Pevey

[Signature] (SEAL)
La Dieu Barnes
[Signature] (SEAL)
Avis Marie Barnes
[Signature] (SEAL)
Edward M. Mandell
[Signature] (SEAL)
K. Andy Mandell
[Signature] (SEAL)
Roylee C. Bowden
[Signature] (SEAL)
Sadie M. Bowden

Charles Joseph Wachs (SEAL)

Robin Thomas Pope (SEAL)

Rose Marie Canceclides Wachs (SEAL)

Danetta B. Pope (SEAL)

William F. Taylor (SEAL)

William L. Lee, Jr. (SEAL)

Shirley G. Taylor (SEAL)

Frances W. Lee (SEAL)

Joseph J. Godfrey (SEAL)

Clarence B. Statler (SEAL)

Peggy L. Godfrey (SEAL)

Diane N. Statler (SEAL)

James E. Shanahan (SEAL)

Phyllis P. Shanahan (SEAL)

SIGNED, SEALED, delivered and acknowledged by EARL C. DAVIS, and GRETA B. DAVIS, his wife, and GEORGE G. MILLER and MARGARETTE B. MILLER, his wife, in the presence of the undersigned Notary Public, this 17th day of January, 1974.

Elizabeth R. [Signature]
Notary Public
My commission expires 3-16-77
Notary Public, State of Florida at Largo
My Commission Expires March 14, 1977
Bonded by American Fire & Casualty Co.

305999

RECORDED IN THE PUBLIC RECORDS OF LEON CO. FLA. IN THE BOOK & PAGE NO.
FEB 18 11 59 AM 1974
AT THE TIME & DATE NOTED
PAUL F. HAYTSFIELD
CLERK OF CIRCUIT COURT

SIGNED, SEALED, delivered and acknowledged by LA DIEU BARNES and AVIS MARIE BARNES, his wife, RICHARD S. GREEN, unmarried, EDWARD M. MANDELL and K. JUDY MANDELL, his wife, TROY E. REEVES and ELLEN T. REEVES, his wife, ROYLEE C. BOWDEN and SADIE M. BOWDEN, his wife, ALVIN L. PEVEY and PAULINE D. PEVEY, his wife, CHARLES JOSEPH WACHS and ROSE MARIE CANCECLIDES WACHS, his wife, ROBIN THOMAS POPE and DANETTA B. POPE, his wife, WILLIAM F. TAYLOR and SHIRLEY G. TAYLOR, his wife, WILLIAM L. LEE, JR., and FRANCES W. LEE, his wife, JOSEPH J. GODFREY and PEGGY L. GODFREY, his wife, CLARENCE B. STOTLER and DIANE N. STOTLER, his wife, and JAMES E. SHANAHAN and PHYLLIS P. SHANAHAN, his wife, in the presence of the undersigned Notary Public, this 17th day of January, 1974.

[Signature]
Notary Public
My commission expires 12-26-74
12-26-74

