

IN RE: Restrictions of  
BEN-MOR HILLS

KNOW ALL MEN BY THESE PRESENTS, that we, ALPAR BUILDERS, INC., a Florida Corporation, with its principal place of business located in Tallahassee, Leon County, Florida, as covenantor and owner in fee simple of a certain subdivision known as BEN-MOR HILLS, according to map or plat thereof appearing of record at page 3 of Plat Book 4, of the Public Records in the office of the Clerk of the Circuit Court in and for Leon County, Florida, located in Section 29, Township 1 North, Range 1 East, in Leon County, Florida, do herein and hereby impose upon said land, and upon each and every part of said land so included in said map or plat of said subdivision, the following covenants and restrictions which shall run with the land and be binding on and upon all persons claiming by, through or under us until the 1st. day of June, 1989, after which time the said covenants shall be automatically extended for successive periods of ten (10) years each unless by vote of a majority of the then owners of the lots in said subdivision it is agreed to change said covenants in whole or in part.

If the covenantor hereto, or its successor or assigns, or any person claiming or to claim by, through or under it shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such covenant, and either to prevent any of them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgment, court order, or otherwise, shall in nowise affect any of the other provisions, all of which not so invalidated shall remain in full force and effect.

The covenants and restrictions hereof imposed upon the land in said subdivision are as follows:

1. All lots in the tract shall be known and described as certain lot(s) located only on residential building lots. The structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one located in a single family dwelling, not to exceed two stories in height, and no other structure, not more than four cars, and no facility or utility purposes, for an attached structure.

2. No utility or shall be run, placed or subjected on, under, or placed on this subdivision until the utility plans, specifications and plat thereon have been filed in and the same have been approved by the utility authority having jurisdiction over the same and the utility authority has approved the same. The utility authority shall have full authority to approve or disapprove any such plans and specifications and to require or to require the utility authority to file the same with the county clerk. In the event the utility authority disapproves any such plans and specifications, the utility authority shall advise the covenantor in writing of the reasons therefor and the utility authority shall have the right to appeal such disapproval to the county clerk. All such appeals shall be filed with the county clerk within the time specified in the utility authority's disapproval and the utility authority shall have the right to appeal such disapproval to the county clerk. All such appeals shall be filed with the county clerk within the time specified in the utility authority's disapproval and the utility authority shall have the right to appeal such disapproval to the county clerk. All such appeals shall be filed with the county clerk within the time specified in the utility authority's disapproval and the utility authority shall have the right to appeal such disapproval to the county clerk.

of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of its designated representative shall cease on and after June 1, 1989, and thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then recorded owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

3. No building shall be located nearer to the front lot line or nearer to the side street line than the building set back lines shown on the recorded plat. In any event, no building shall be located on any residential building plat nearer than thirty ( 30 ) feet to the front lot line, nor nearer than fifteen ( 15 ) feet to any side street line. No building, except a detached garage or other outbuilding shall be located nearer than seven and one-half ( 7 1/2 ) feet to any side lot line, however, where more than one lot or portions thereof or two or more lots comprise the building plot, the side lot line set back shall apply to the boundaries of said plot.

4. No residential structure shall be erected or placed on any building plot which has a width of less than seventy-three ( 73 ) feet at the front building set back line.

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

6. No trailer, basement, tent, shack, garage, barn or other out building erected in the tract shall at any time be used as a temporary or permanent residence nor shall any structure of a temporary character be used as a residence.

7. The ground floor arrangement of the main structure, exclusive of one story open porches and garages, shall not be less than 1200 square feet in the case of a one story structure, nor less than 800 square feet in the case of a one and a half or two story structure.

Signed, sealed and delivered  
in the presence of:

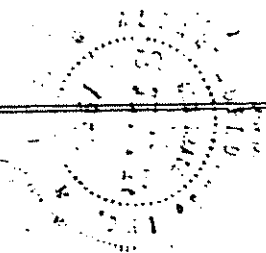
ALPAR BUILDERS, INC.

*William W. Wickham*  
*James B. Lane*

BY *A. Stuart Toney*  
President

ATTEST:

*Paul P. Panton*  
Secretary



STATE OF FLORIDA:  
COUNTY OF LEON :

Before me, the subscriber, duly commissioned, qualified and acting as Notary Public, in and for said State and County, personally appeared S. GUNTER TONEY and ROBERT PARENTHAU, known to me to be the individuals described by said names who executed the foregoing instrument, and to be the President and Secretary of the Alpar Builders, Inc., a corporation and acknowledged and declared that they as President and Secretary of said corporation, and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

Given under my hand and seal this 1st day of March, A.D. 1959.

*Richard G. Stone*  
NOTARY PUBLIC

Notary Public State of Florida at Large  
My Commission Expires June 1, 1959.  
Bonded by American Surety Co. of N. Y.

1004792



IN RE: AMENDED RESTRICTIONS OF BEN-MOR HILLS

KNOW ALL MEN BY THESE PRESENTS, That we, ALPAR BUILDERS, INC., a Florida Corporation, with its principal place of business located in Tallahassee, Leon County, Florida, as covenantor and owner in fee simple of a certain subdivision known as BEN-MOR HILLS, according to map or plat thereof appearing of record at Page 3 of Plat Book 4, of the Public Records in the office of the Clerk of the Circuit Court in and for Leon County, Florida, located in Section 29, Township 1 North, Range 1 East, in Leon County, Florida, do herein and hereby impose upon said land, and upon each and every part of said land so included in said map or plat of said subdivision, the following covenants and restrictions which shall run with the land and be binding on and upon all persons claiming by, through or under us until the 1st. day of June, 1989, after which time the said covenants shall be automatically extended for successive periods of ten (10) years each unless by vote of a majority of the then owners of the lots in said subdivision it is agreed to change said covenants in whole or in part.

If the covenantor hereto, or its successor or assigns, or any person claiming or to claim by, through or under it shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such covenant, and either to prevent any of them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgment, court order, or otherwise, shall in no wise affect any of the other provisions, all of which not so invalidated shall remain in full force and effect.

The covenants and restrictions hereby imposed upon the land in said subdivision are as follows:

1. All lots in the tract shall be known and described as residential lots, usable only as residential building lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling, not to exceed two stories in height, a private garage for not more than four cars, and a laundry or utility purpose room attached thereto.
2. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to external design and as to location of the building with respect to topography and finished ground elevation by a committee composed of Robert Parenteau, James Lassetter and S. Gunter Toney, or by a representative designated by a majority of the members of said committee, the remaining members or member shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event the said committee or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or, in any event, if

no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be determined to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of its designated representative shall cease on and after June 1, 1989, and thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then recorded owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

3. No building shall be located nearer to the front lot line or nearer to the side street line than the building set back lines shown on the recorded plat. In any event, no building shall be located on any residential building plat nearer than thirty (30) feet to the front lot line, nor nearer than fifteen (15) feet to any side street line. No building (or other structure) shall be located nearer than seven and one-half (7 1/2) feet to any side lot line, however, where more than one lot or portions thereof or two or more lots comprise the building plot, the side lot line set back shall apply to the boundaries of said plot.
4. No residential structure shall be erected or placed on any building plot which has a width of less than seventy-three (73) feet at the front building set back line.
5. No noxious or offensive trade or activity shall be carried on on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
6. No trailer, basement, tent, shack, garage, barn or other out building erected in the tract shall at any time be used as a temporary or permanent residence nor shall any structure of a temporary character be used as a residence.
7. The ground floor arrangement of the main structure, exclusive of one story open porches and garages, shall not be less than 1200 square feet in the case of a one story structure, nor less than 800 square feet in the case of a one and a half or two story structure.
8. No house or other structure will be built with concrete block without being stuccoed or plastered outside, nor with asbestos siding or framed exterior except as specifically approved by the above described committee.

Signed, sealed and delivered  
in the presence of:

ALPAR BUILDERS, INC.

BY *Alvin J. Toney*  
President

*Robert Edwards*

*Virginia S. Mass*

Witness:

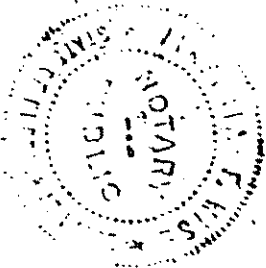
*Alvin J. Toney*

STATE OF FLORIDA:

COUNTY OF LEON :

Before me, the subscriber, duly commissioned, qualified and acting as Notary Public, in and for said State and County, personally appeared S. GUNTER TONEY and JAMES G. LASSETER, known to me to be the individuals described by said names who executed the foregoing instrument, and to be the President and Secretary of the Alpar Builders, Inc., a corporation and acknowledged and declared that they as President and Secretary of said corporation, and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

Given under my hand and seal this 15<sup>th</sup> day of September September, A.D. 1959.



*S. Gunter Toney*

Notary Public, State of Florida or Inge  
My Commission Expires Dec. 8, 1961  
BONDED BY THE AMERICAN SURETY COMPANY

100131

