

208293

RECORDS SECTION
TALLAHASSEE, FLORIDA

OCT 18 1973

ATTEST: I HAVE READ AND
PAUL F. BAISFIELD
CLERK OF DISTRICT COURT

REC: 018 PAGE 169

RESTRICTIVE COVENANTS

THIS INSTRUMENT, Made and executed this 19th day of October, 1973, by BENT TREE, Ltd., a limited partnership organized and existing under the laws of the State of Florida:

W I T N E S S E T H :

THAT WHEREAS, the said BENT TREE, Ltd., did enter into a certain Contract For Sale and Purchase of real property whereby the said BENT TREE, Ltd., did agree with W. H. FAULK III and INEZ FAULK, his wife, to impose the hereinafter set forth restrictions upon the hereinafter described real property; and WHEREAS, the undersigned BENT TREE, Ltd., in order to conform with and abide by its aforesaid agreement desires to impose these restrictions upon the hereinafter described lands.

NOW, WHEREFORE, the said BENT TREE, Ltd., the owner of certain real property located in Leon County, Florida, more particularly described as follows, to-wit:

Commence at the Northwest corner of Section 4, Township 1 North; Range 1 West, Leon County, Florida, and run thence South 01 degree 27 minutes 04 seconds East along the Section Line 459.24 feet, thence South 42 degrees 19 minutes 10 seconds East 144.18 feet, thence South 88 degrees 16 minutes 31 seconds East 762.56 feet for the POINT OF BEGINNING. From said POINT OF BEGINNING continue thence South 88 degrees 16 minutes 31 seconds East 575.76 feet, thence South 44 degrees 16 minutes 09 seconds East 1152.33 feet to the Northerly boundary of Harbinwood Estates Unit No. 3, as recorded in Plat Book 5, Page 60 of the Public Records of Leon County, Florida, thence South 58 degrees 35 minutes 00 seconds West along said Northerly boundary of Harbinwood Estates Unit No. 3; 410.28 feet, thence North 44 degrees 16 minutes 09 seconds West 1475.19 feet to the POINT OF BEGINNING; containing 12.06 acres, more or less.

DOES HEREBY impose upon said real property the following restrictions and covenants which shall run with the land:

1. These Restrictions shall remain in force and effect for a period of thirty (30) years from the date hereof, upon which date said restrictions shall cease, terminate and be of no further force or effect.

This instrument prepared by
CAPL R. PENNINGTON of
PENNINGTON, WILKINSON & SAULS
Attorneys at Law
Post Office Box 3985
Tallahassee, Florida 32303

2. Said lands may be subdivided into residential lots, which lands and residential lots shall be used solely for single family residential purposes.

3. Any residence erected upon any building lot shall have a minimum of 1,800 square feet of heated area.

4. Prior to commencement of construction of any residence upon any such building lot, the plans and specifications for the proposed residence shall be submitted to the BENT TREE, Ltd., Architectural Control Committee. Such committee shall originally be composed of the Board of Directors of Equity Resources, Inc., a corporation organized and existing under the laws of the State of Florida. Such members shall serve at the pleasure of the general partner of BENT TREE, Ltd., and the said BENT TREE, Ltd., does hereby retain the right to designate a new architectural control committee at any point of time. Such originally appointed and designated architectural control committee shall continue to serve until such time as a replacement committee is appointed.

IN WITNESS WHEREOF, the said BENT TREE, Ltd., has caused these presents to be executed in the name by its general partner.

WITNESSES:

J. R. P.
Jaqueline McHenry
 BENT TREE, Ltd.
 By: *Richard L. Pelham*
 RICHARD L. PELHAM,
 General Partner

STATE OF FLORIDA,)
 COUNTY OF LEON.)

I HEREBY CERTIFY that on this date, before me, a Notary Public duly authorized in the state and county named above to take acknowledgements, personally appeared RICHARD L. PALHAM to me known to be the person(s) described as GENERAL PARTNER in and who executed the foregoing RESTRICTIVE COVENANTS, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County named above this 19th day of October, 1973.



Jaqueline McHenry
 NOTARY PUBLIC
 BY Commission Expires: 4-20-77

Notary Public, State of Florida at Leon
 My Commission Expires Apr. 20, 1977
 Bonded by American Fire & Casualty Co.

5/13/75

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RESTRICTIVE COVENANTS
OF
BENT TREE ESTATES

THIS INDENTURE, made, executed, and delivered this 13 day of May, 1975, by BENT TREE, LTD., a Florida limited partnership organized and existing under the laws of the State of Florida, with its principal office and place of business in Tallahassee, Leon County, Florida, joined in the execution hereof by W. H. FAULK III and INEZ FAULK, his wife.

W I T N E S S E T H:

THAT, WHEREAS, said corporation is the owner of the subdivision known as BENT TREE ESTATES, being a subdivision of land situate, lying and being in Leon County, Florida, and described as follows:

Commence at the Northwest corner of Section 4, Township 1 North; Range 1 West, Leon County, Florida, and run thence South 01 degree 27 minutes 04 seconds East along the Section line, a distance of 563.04 feet, run thence South 88 degrees 16 minutes 31 seconds East 447.70 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 88 degrees 16 minutes 31 seconds East 985.12 feet, run thence South 44 degrees 16 minutes 09 seconds East 1152.22 feet, run thence South 58 degrees 35 minutes 00 seconds West 1095.0 feet from and parallel to the Northerly right-of-way boundary of Faulk Drive, a distance of 2071.47 feet, run thence North 00 degrees 37 minutes 37 seconds West 1934.61 feet to the POINT OF BEGINNING; containing 48.57 acres, more or less; and

WHEREAS, W. H. Faulk III and Inez Faulk, husband and wife, are the holders of that certain Mortgage from Bent Tree, Ltd., a limited partnership organized and existing under the laws of the State of Florida, to W. H. Faulk III and Inez Faulk, husband and wife, dated October 16, 1972 and recorded October 17, 1972, in Official Records Book 550, Page 767, of the Public Records of Leon County, Florida; and

WHEREAS, it is to the interest, benefit and advantage of Bent Tree, Ltd. and to each and every person who shall

This instrument prepared by
BEN H. WILKINSON of
PENNINGTON, WILKINSON & SAULS
Attorneys at Law
Post Office Box 3005
Tallahassee, Florida 32303

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hereafter purchase any lot in said subdivision that certain protective covenants, governing and regulating the use and occupancy of the same shall 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 Bent Tree, Ltd. and each and every subsequent owner of any of the lots in said subdivision, said limited partnership does hereby set up, establish, promulgate, declare and impose the following protective covenants to apply to all of said lots and to all persons owning said lots, or any of them, hereafter; these protective covenants shall become effective immediately and run with the land and shall be binding upon all persons claiming under and through Bent Tree, Ltd.

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes.
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 located on any lot nearer to any street than the front of the dwelling situated thereon. Approval shall be provided as in Paragraph 11 below.
3. DWELLING SIZE. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one-story open porches and garages, shall contain at least 1525 square feet for a one-story dwelling, and at least 900 square feet for a dwelling of more than one story exclusive of carport, garage, open porches, etc.

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4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 10 feet to any interior lot line. No dwelling shall be located on any interior lot nearer than 35 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of any 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 75 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 14,000 square feet.
6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.
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, storage building, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
9. 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,

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provided they are not kept, bred or maintained for any commercial purpose.

10. 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 interesections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

11. ARCHITECTURAL CONTROL COMMITTEE.

(a) MEMBERSHIP. Prior to commencement of construction of any residence upon any such building lot, the plans and specifications for the proposed residence shall be submitted to the BENT TREE, LTD. Architectural Control Committee. Such committee shall originally be composed of RICHARD L. PELHAM, ^{W.A.F.M.} JAMES M. ERVIN and WILLIAM ^{W.F.F.} FAULK. Such members shall serve at the pleasure of the general partner of BENT TREE, LTD., and the said BENT TREE, LTD., does hereby retain the right to designate a new Architectural Control Committee at any point of time. Such originally appointed and designated Architectural Control Committee shall continue to serve until such time as a replacement committee is appointed.

(b) PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing.

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In the event the committee, or its designated representative, fails to approve or disapprove within ten (10) days after the plans and specifications have been submitted to it, or 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.

12. TERM. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (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.

13. 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 violating or to recover damages.

14. SEVERABILITY. Invalidation of any one of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

15. These Restrictive Covenants shall supersede those certain Restrictive Covenants dated and recorded October 19, 1973, in Official Records Book 618, at Page 169, of the Public Records of Leon County, Florida as to the above-described real property.

IN WITNESS WHEREOF, the said BENT TREE, LTD. has caused these presents to be executed in its name and its

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seal to be affixed hereto and the said W. H. FAULK III and INEZ FAULK have hereunto set their respective hands and seals the day and year first above written.

WITNESSES:

W. H. Faulk III
As to Bent Tree, Ltd.

BENT TREE, LTD.

BY: *Richard L. Pelham*
RICHARD L. PELHAM
Its General Partner

WITNESSES:

W. H. Faulk III
As to W. H. Faulk III and
Inez Faulk

W. H. Faulk III (SEAL)

Inez Faulk (SEAL)

STATE OF FLORIDA,
COUNTY OF LEON.

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RICHARD L. PELHAM to me known to be the person described as General Partner of BENT TREE, LTD.; a Florida limited partnership organized and existing under the laws of the State of Florida, in and who executed the foregoing RESTRICTIVE COVENANTS OF BENT TREE ESTATES, and acknowledged before me that that person executed the foregoing RESTRICTIVE COVENANTS OF BENT TREE ESTATES in the name of and for that limited partnership, affixing the seal of that limited partnership thereto; that as such General Partner that person is duly authorized by that limited partnership to do so; and that the foregoing RESTRICTIVE COVENANTS OF BENT TREE ESTATES is the act and RESTRICTIVE COVENANTS OF BENT TREE ESTATES of that limited partnership.

WITNESS my hand and official seal in the County and State named above this 13 day of May, A. D. 1975.

William J. Faulk
NOTARY PUBLIC
My Commission Expires
Notary Public, State of Florida
My Commission Expires May 31, 1978
Bonded by American Fidelity Co.

STATE OF FLORIDA,
COUNTY OF LEON.

5-21-78

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared W. H. FAULK III and INEZ FAULK, his wife, to me known to be the person(s) described

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in and who executed the foregoing RESTRICTIVE COVENANTS OF BENT TREE ESTATES, and acknowledged before me that they executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County named above this 13 day of May, 1975.

William J. Sauls
NOTARY PUBLIC
My Commission Expires
5-21-76

Notary Public, State of Florida
My Commission Expires May 21, 1976
Printed by American Notary & Sealers Co.

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RESTRICTIVE COVENANTS

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THIS INDENTURE, made, executed and delivered this 25 day of JUNE, 1980 by RICHARD L. PELHAM and NANCY L. PELHAM, his wife, whose postoffice address is Post Office Box 3286, Tallahassee, Florida,

W I T N E S S E T H :

THAT, WHEREAS, said individuals are the owners of the lands described herein, being a subdivision of land situate, lying and being in Leon County, Florida, more particularly described as Bent Tree Estates Unit #III and a replat of a portion of Bent Tree Estates Unit #II, a subdivision, as per map, per plat thereof, recorded in Plat Book 2 at page 77 of the Public Records of Leon County, Florida.

WHEREAS, it is to the interest, benefit and advantage of Richard L. Pelham and Nancy L. Pelham, his wife, and to each and every person who shall hereafter purchase any lot in said subdivision that certain protective covenants, governing and regulating the use and occupancy of the same shall 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 Richard L. Pelham and Nancy L. Pelham, his wife, and each and every subsequent owner of any of the lots in said subdivision, said individuals do hereby set up, establish, promulgate, declare and impose the following protective covenants to apply to all of said lots and to all persons owning said lots, or any of them, hereafter: these protective covenants shall become effective immediately and run with the land and shall be binding upon all persons claiming under and through Richard L. Pelham and Nancy L. Pelham, his wife.

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes.

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RECORDED IN THE PUBLIC
RECORDS OF LEON CO., FLA
IN THE BOOK & PAGE NO.

JUN 23 3 47 PM 1980

NOTARY PUBLIC
STATE OF FLORIDA
TALLAHASSEE, FLORIDA

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 wall shall be erected, placed or located on any lot nearer to any street than the front of the dwelling situated thereon. Approval shall be provided as in Paragraph 10 below.

3. DWELLING SIZE. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one-story open porches and garages, shall contain at least 800 square feet for a one-story dwelling, and at least 400 square feet for a dwelling of more than one story exclusive of carport, garage, open porches, etc.

4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum setback lines shown on the recorded plat. All setback requirements shall conform to the Leon County Building Code.

5. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

6. 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.

7. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, storage building, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8. 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 they are not kept, bred or maintained for any commercial purpose.

9. 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 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 inter-sections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

10. ARCHITECTURAL CONTROL COMMITTEE.

(a) MEMBERSHIP. Prior to commencement of construction of any residence upon any such building lot, the plans and specifications for the proposed residence shall be submitted to the Architectural Control Committee. Such committee shall originally be composed of RICHARD L. PELHAM. Such members shall serve at the pleasure of RICHARD L. PELHAM and NANCY L. PELHAM and the said RICHARD L. PELHAM and NANCY L. PELHAM do hereby retain the right to designate a new Architectural Control Committee at any point of time. Such originally appointed and designated Architectural Control Committee shall continue to serve until such time as a replacement committee is appointed.

(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 ten (10) days after the plans and specifications have been submitted to it, or any event, if no suit to enjoin the construction has been commenced prior to

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the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

11. TERM. These covenants are to run with the land and shall be binding upon all parites and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (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.

12. 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 violating or to recover damages.

13. SEVERABILITY. Invalidation of any one of these covenants by judgement of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

14. The above restrictive covenants cover said lots in Bent Tree Estates Unit #III, a Subdivision, in Tallahassee, Florida, as per plat book 8, page 77 of the Public Records of Leon County, Florida.

IN WITNESS WHEREOF, the said RICHARD L. PELHAM and NANCY L. PELHAM, his wife, have caused these presents to be executed in their names hereto the day and year first above written.

WITNESSES:

Michael A. Long
Albert Small

STATE OF FLORIDA,
COUNTY OF LEON.

THE FOREGOING INSTRUMENT was acknowledged before me on this 25 day of June, 1980, by RICHARD L. PELHAM and NANCY L. PELHAM, his wife, and Dallas A. Lambert.

My Commission Expires: 1-17-84

Notary Public, State of Florida at Large
My Commission Expires Jan. 17, 1984

Notary Public, State of Florida

DAL BUILDERS TRING
By *Dallas A. Lambert*
President
Richard L. Pelham - 59A
RICHARD L. PELHAM
Nancy L. Pelham - 74
NANCY L. PELHAM