

1961 OCT 31 AM 10: 27

AT THE TIME & DATE NOTED  
PAUL E. WARD SHELD  
CLERK OF THE COUNTY OF LEON

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That Billy Owens and Mildred Owens, his wife, the owners in fee simple of all of Unit 3 of Brandt Hills Sub-division, a subdivision as per Plat Book 4, page 23, of the Public Records of Leon County, Florida, do hereby impose upon the said lands hereinabove described the following covenants and restrictions to run with the land, which covenants and restrictions shall be binding on all parties and all persons claiming under them until January 1, 1992, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots in said subdivision it is agreed to change such covenants in whole or in part.

If the parties hereto, or their grantors, successors or assigns, shall violate, or attempt to violate, any of the covenants herein, it shall be lawful for any other person, firm or corporation, owning any real property situate in said above-described land, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and intervening to prevent him or them from so doing, or to recover damages or other dues for such violation.

Invalidating of any of these covenants by judgment or court order shall in nowise affect any of the other provisions, which shall remain in full force and effect.

A. All lots in the subdivision shall be known and described as residential lots and no structure shall be erected, altered, placed or permitted to remain on any residential building lot other than a one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three (3) cars, and a laundry or tool room attached to the garage on the ground floor.

B. No house, trailer, tent, barn, tourist cottage, apartment, duplex apartment or tenement house shall be erected or placed upon said property.

C. No wire fence shall be erected or maintained on or enclosing any of said property, unless said fence shall be not over three (3) feet high, and kept constantly covered by roses, ivy, or other vines or low shrubbery so as to obscure said fence; but this provision shall not prevent the erection of a strictly ornamental fence not over three (3) feet high; nor shall this provision prevent the erection of trellises on said lots.

D. No residence shall be erected nearer than 30 feet from the street which such residence faces, or nearer than 10 feet from one side lot line, and not nearer than 6 feet from the other side lot line.

E. No part of said property shall be used in any way so as to create or become a nuisance per se.

F. No residence shall be erected or placed on any building plot which plot has an area of less than 9,000 square feet or a width of less than 70 feet at the front building set back line.

F. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,100 square feet in the case of a one-story structure and not less than 900 square feet in the case of a structure of more than one story.

G. 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 an architectural control committee as to quality and workmanship and materials, harmony or external design with existing structure and as to location with respect to topography and finished grade elevation. The architectural control committee shall consist of Billy Owens and not more than two other persons selected by him. A majority of the committee may designate a representative to act for it.

H. The grantors and their heirs and assigns, or the owner of any property, or part thereof, hereinabove described, shall have the right to enforce by proper legal proceedings in any court full compliance by any other owner of said property, or any part thereof, of all of the restrictions and conditions herein expressed. The grantors agree that no lot in the above-described subdivision will be sold by them or their heirs, unless subject to all of the restrictions enumerated herein, except as above specified, and that the deed conveying same shall convey same subject hereto, and these covenants shall be binding on all parties claiming under the covenants hereof and shall run with the land and be in force and effect as set out above.

I. No residential lot shown on the recorded plat of this subdivision shall be resubdivided into building lots and no more than one single family residence shall be placed on any one building lot.

IN WITNESS WHEREOF, the undersigned, Billy Owens and Mildred Owens, his wife, as owners of said land, have hereunto set their hands and seals this 31st day of October, A. D. 1961.

Witnesses:

*Richard F. H. [Signature]*

*B. Owens [Signature]*

(SEAL)

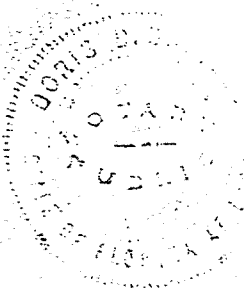
*Mildred Owens [Signature]*

(SEAL)

STATE OF FLORIDA  
COUNTY OF LEON

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared BILLY OWENS and MILDRED OWENS, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 31st day of October, A. D. 1961.



*[Signature]*  
Notary Public, State of Florida at Large.

My commission expires: \_\_\_\_\_ NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES IN \_\_\_\_\_