

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, That we, P. H. Brock, Sr., joined by his wife, Ethel N. Brock; Millard F. Caldwell and his wife, Mary H. Caldwell; Julius F. Parker and his wife, Katy G. Parker; John T. Wigginton and his wife, Jane G. Wigginton, all of the County of Leon and State of Florida, as covenantors and the owners in fee simple of Brockswood Park, a subdivision in the East half of the Southeast Quarter of Section 30, Township 1 North, Range 1 East in Leon County, Florida, according to a map or plat of said subdivision appearing of record in Plat Book 3, at Page 56, of the Public Records in the office of the Clerk of the Circuit Court of Leon County, Florida, do hereby impose upon the said lands hereinabove described the following covenants and restrictions, to run with the land and which shall be binding on all parties and all persons claiming under them until January 1, 1980, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other relief for such violation.

Invalidation of any of these covenants by judgment or decree of a court of competent jurisdiction shall in no way affect any of the other provisions which shall remain in full force and effect.

A. Blocks A and K shall be subject only to the restrictions imposed in this paragraph, which are: All of the lots in Blocks A and K shall be restricted to such uses as may be permitted by the zoning ordinances of the City of Tallahassee or the County of Leon, as the same are now, or as they may be hereafter amended. In addition to the restrictions that are or may be imposed by the ordinances of the City of Tallahassee or the County of Leon no building or other structure shall be erected on any lot in Blocks A or K nearer than thirty (30) feet from the street line of the South boundary of the Miccosukee Road.

B. All lots located in Blocks B, C, D, E, F, G, H, I and J shall be known and described as residential lots, usable only for park or residential purposes. 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 three cars, and a laundry or utility purpose room attached thereto.

C. 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 Julius F. Parker, Walter Keyes and Charles W. Saunders, or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member 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 said committee or its designated representative fails to approve or disapprove such design and location within thirty 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 January 1, 1980. 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.

D. 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 plot nearer than thirty (30) feet to the front lot line, nor nearer than twenty (20) feet to any side street line. No building, except a detached garage or other out building located eighty (80) feet or more from the front lot line shall be located nearer than ten (10) feet to any side lot line.

E. No residential structure shall be erected or placed on any building plot which plot has an area of less than seven thousand, five hundred (7,500) square feet, or a width of less than seventy-three (73) feet at the front building set back line.

F. 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.

E A S E M E N T

THIS INDENTURE, Made as of this 17 day of June,
A. D. 1970, between RICHARD C. BINGER and HAZEL S. BINGER, his
wife, of the County of Leon, State of Florida, Parties of the
First Part, and CITY OF TALLAHASSEE, a municipal corporation
created and existing under the laws of the State of Florida,
Party of the Second Part,

W I T N E S S E T H :

That the said Parties of the First Part, for and in consider-
ation of the sum of One Dollar (\$1.00) and other good and valuable
considerations to them in hand paid by the said Party of the Second
Part, the receipt whereof is hereby acknowledged, have granted,
bargained, sold and conveyed and by these presents do grant,
bargain, sell and convey unto the said Party of the Second Part
a perpetual easement for the use by the Party of the Second
Part, its successors and assigns, for an underground sanitary
sewer line under and across the following described piece,
parcel or strip of land, situate, lying, and being in the
City of Tallahassee, County of Leon, State of Florida, to-wit:

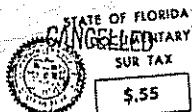
Instrument was prepared by
Roy J. Rhodes
Rhodes, Rhodes, Brown & Stephens
P. O. Box 100, Corian Building
Tallahassee, Florida 32302

225189
RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
IN THE BOOK & PAGE NO.
JUL 15 11 58 AM 1970

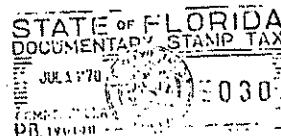
AT THE TIME & DATE NOTED
PAUL E. HARTSFIELD
CLERK OF CIRCUIT COURT

Part of Lots 23 and 24, Block "I", Brockswood Park,
a subdivision appearing of record in Plat Book 3,
Page 56, Public Records of Leon County, Florida,
described as follows: Begin at the Northeast
Corner of said Lot 24 and run thence South 65°
31' east along the northern boundary line of said
Lot 23, a distance of 43.27 ft.; thence run South
00° 31' east along the east boundary line of
property of the party of the first part, a dis-
tance of 12.45 ft.; thence run North 61° 29' west,
a distance of 69.03 ft.; thence run North 24° 29'
east 6 ft. to a point on the northern boundary
line of said Lot 24; thence run South 65° 31'
east along the northern boundary line of said
Lot 24, a distance of 20.2 ft. to the Point of
Beginning.

It is understood and agreed by and between the Parties of
the First Part and the said Party of the Second Part that the
underground sanitary sewer line and equipment of the Party of
the Second Part installed or located, or to be installed or
located, under and across the parcel or strip of land herein-
above described shall at all times be and remain the absolute
property of the Party of the Second Part, its successors and
assigns, and subject to its complete dominion and control, and



CITY OF TALLAHASSEE



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the right is hereby granted to the said Party of the Second Part, its successors and assigns and its agents and employees to enter upon said parcel or strip of land hereinabove described for the purpose of excavating, inspecting, installing, repairing, and/or removing said underground sanitary sewer line and equipment therefrom.

The above conveyance is made upon the condition that should the City or its assigns at any time abandon the said land hereinabove described or cease to use them for underground sanitary sewer line purposes, the title and rights herein and hereby granted and conveyed shall forthwith revert to and vest in the said Parties of the First Part or in their successors and assigns.

IN WITNESS WHEREOF, the Parties of the First Part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence as witnesses:

W. Marshall
[Signature]

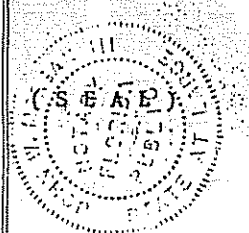
Richard C. Binger (SEAL)
RICHARD C. BINGER
Hazel S. Binger (SEAL)
HAZEL S. BINGER

As to Richard C. Binger and Hazel S. Binger

STATE OF FLORIDA,
COUNTY OF LEON:

BEFORE ME, the undersigned authority, this day personally appeared RICHARD C. BINGER and HAZEL S. BINGER, his wife, to me well known and known to me to be the persons described in and who executed the foregoing Easement as the Parties of the First Part, and acknowledged the execution thereof to be the free act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said county and state, this the 17 day of June, A. D. 1970.



[Signature]
Notary Public

My Commission expires:

10/10/72