

OFF. REC. (VOL 884 P. 1777)

41290
RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
IN THE 20th & 10th VOLS.

RESTRICTIVE COVENANTS

Dec 16 1 30 PM 1977

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

STATE OF FLORIDA
COUNTY OF LEON

THIS DECLARATION OF RESTRICTIVE COVENANTS, made and published this
14th day of December, A. D. 1977 by Curtis T. Church of
Tallahassee, Leon County, Florida.

W I T N E S S E T H :

WHEREAS, Curtis T. Church is the owner of the subdivision known as
Crooked Oak Acres, being a subdivision land situate, lying and being in
Leon County, Florida, and described on Exhibit "A" (unrecorded plat)
attached hereto and made a part hereof; and

WHEREAS, it is to the interest, benefit, and advantage of Crooked
Oak Acres Subdivision 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 Crooked Oaks Acres Subdivision and each and
every subsequent owner of any of the lots in said subdivision, said owners
do hereby set up, establish, promulgate and declare the following
restrictions to apply to all of said lots and to all persons owning said
lots, or any of them, hereafter; these restrictions shall become effective
immediately and run with the land and shall be binding upon all persons
deriving title through Crooked Oaks Acres Subdivision during the lifetime
of these restrictions.

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 either a single or double (duplex) family dwelling not to exceed two and one-half stories in height.
2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and 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 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 without being similarly approved. Approval shall be as provided in Item Number 13 below.

3.) BUILDING LOCATION. No building shall be located on any lot nearer than twenty-five feet to the front lot line, or nearer than seven and one-half feet to any side lot line. For the purposes of this covenant, caves, steps, carports and open porches shall be considered as a part of a building.

4.) LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than sixty feet at the minimum building setback line.

5.) EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the aforementioned plat. The road easement is for a private road; however, if a majority of lot owners agree, they may partition the County for maintenance or turn over ownership to the County.

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

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

8.) 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 six square feet advertising the property during construction and sales period.

9.) 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, nor shall oil wells, tanks, tunnels, mineral excavation 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.

10.) LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred, or maintained for commercial purposes. One

horses per acre will be allowed, provided the premises are kept in such a manner so as not to be noxious or offensive to neighbors.

11.) GARAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12.) SIGHT DISTANCE AT INTERSECTIONS. No fence shall be erected nearer the front line than the front of the dwelling situated thereon.

13.) ARCHITECTURAL CONTROL COMMITTEE.

(a) MEMBERSHIP. The Architectural Control Committee is composed

of Herbert W. Talley, Curtis T. Church or their successor in interest.

A majority of the Committee may designate a representative to act for it.

In the event of the 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 service performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee, 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 thirty days after the plans and specifications have been submitted to it, or any event, if not 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.

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

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15.) 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.

16.) SEVERABILITY. Invalidation of any one of these covenants by Judgement or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

Signed, Sealed and Delivered in the presence of:

June K. Daniels
June K. Daniels

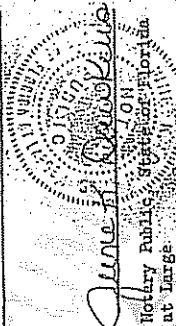
CROOKED OAK ACRES
Curtis T. Church

STATE OF FLORIDA)ss
COUNTY OF LEON)

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, A. D. 1977 by Curtis T. Church _____

DAY of _____, A. D. 1977 by Curtis T. Church _____

OWNER: CROOKED OAK ACRES SUBDIVISION



My Commission Expires Dec 1, 1981

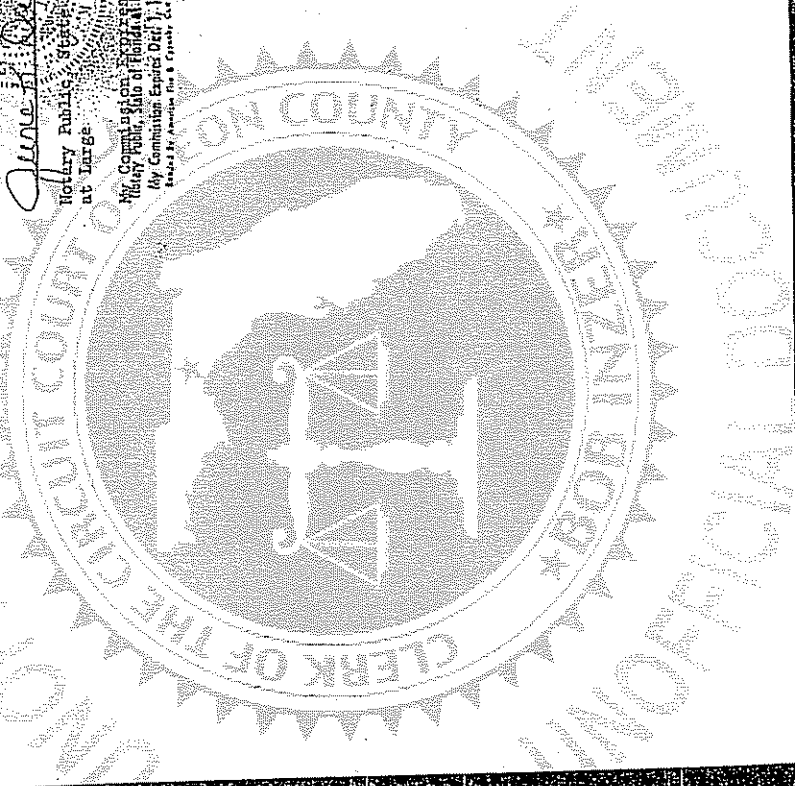
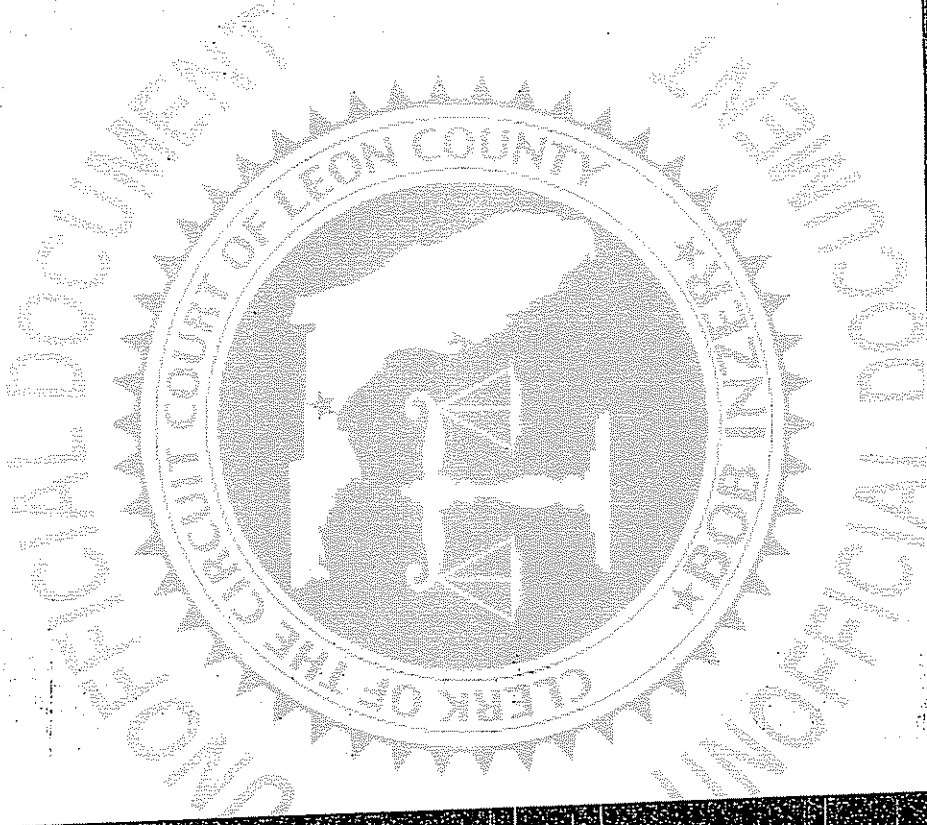


EXHIBIT "A"

Begin at a point located at an old concrete monument North 00 degrees 14 minutes 49 seconds West 598.0 feet and North 89 degrees 45 minutes 49 seconds West 210.65 feet from the Southeast corner of the West One-Half of the Northwest Quarter of Section 25, Township 1 North, Range 2 West, Leon County, Florida, and run thence North 00 degrees 06 minutes 43 seconds West 523.75 feet, thence North 89 degrees 58 minutes 10 seconds East 209.61 feet, thence North 00 degrees 14 minutes 49 seconds West 525.00 feet, thence South 89 degrees 45 minutes 11 seconds West 210.00 feet, thence South 00 degrees 14 minutes 49 seconds East 345.00 feet, thence South 89 degrees 45 minutes 11 seconds East 450.68 feet, thence South 00 degrees 14 minutes 49 seconds West 166.75 feet, thence North 89 degrees 09 minutes 16 seconds West 1927.99 feet to the Eastern boundary of the Seaboard Coastline Railroad right-of-way, thence Southeasterly along said right-of-way 585.31 feet, thence leaving said right-of-way, run South 89 degrees 09 minutes 16 seconds East 1439.91 feet, thence North 00 degrees 50 minutes 44 seconds East 233.77 feet, thence South 89 degrees 09 minutes 16 seconds East 408.00 feet, thence South 00 degrees 44 minutes 44 seconds West 233.77 feet, thence South 89 degrees 09 minutes 16 seconds East 286.43 feet, to the POINT OF BEGINNING.



AMENDED RESTRICTIVE COVENANTS

STATE OF FLORIDA
COUNTY OF LEON

THIS DECLARATION AMENDS RESTRICTIVE COVENANTS, made and published the 14th day of December, A. D. 1977 in Official Book 884, Page 1777, of the Public Records of Leon County Florida by Curtis T. Church of Tallahassee, Florida.

1. There shall be a Homeowners Association with elected officers of not less than a President, Secretary and Treasurer. The owner shall act in lieu of the Homeowners Association until January 1, 1980 and be responsible for any road construction and maintenance during the year 1978 and 1979 at his expense. The duties of the Homeowners Association, among other things, will be to insure proper upkeep of the private road. Each lot owner will deposit \$25.00 annually with the Association to establish a fund for any maintenance that may be required on the road. The present owner will be assessed on a per lot basis for any lots remaining in his ownership on January 1, 1980 at the same rate as other owners. Each lot owner will have one vote for each lot owned. Lots on county road are exempt from these annual fees. After the initial deposit, the dues may be adjusted by a majority vote of the Homeowners Association. This amendment is not intended to discourage the Association from petitioning a Governmental agency to maintain the roads.

Signed, Sealed and Delivered
in the presence of:

Curtis T. Church

CROOKED OAK ACRES
BY *Curtis T. Church*

STATE OF FLORIDA'S
COUNTY OF LEON'S

THE FOREGOING INSTRUMENT was acknowledged before me this 30 day of November, A. D. 1978 by Arthur J. Valley

OWNER: CROOKED OAK ACRES SUBDIVISION Curtis T. Church

5-23-82

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RECORDED IN THE PUBLIC
RECORDS OF LEON COUNTY FLA
IN THE PRESENCE OF
DEC 1 11 35 AM 1978
FILED AND NOTED
CLERK OF SUPERIOR COURT

