

DECLARATION OF COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that this DECLARATION OF COVENANTS AND RESTRICTIONS, made and entered into this 13th day of May, A. D. 1978, by DAVIS D. SMITH, hereinafter referred to as the Developer, and the following lot owners, EDWARD N. BASS and KAREN K. BASS, husband and wife; JOHN PAUL BAKER and CAROL L. BAKER, husband and wife; and FREDERICK N. NAHOOM and NORMA^{c.} NAHOOM, husband and wife; and Lienholders, CAPITAL CITY FIRST NATIONAL BANK; FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GADSDEN COUNTY; and STOCKTON, WHATLEY, DAVIN AND COMPANY,

WITNESSETH:

WHEREAS, Developer is an owner along with the others shown above, of the real property known as Edinburgh Estates, a recorded plat in Plat Book 7, Page 55, Public Records of Leon County, Florida, and desires to place certain restrictions upon said property in order to assure orderly development thereof, and further desires to provide for control over the types of buildings to be located thereon, and to provide for visual and environmental considerations;

NOW, THEREFORE, the Developer and owners declare that the real property described above shall be held, transferred, sold and conveyed, and occupied subject to the covenants and restrictions hereinafter set forth:

1. Not more than one single family dwelling shall be erected, or placed on any lot. No dwelling other than single family residence shall be permitted.

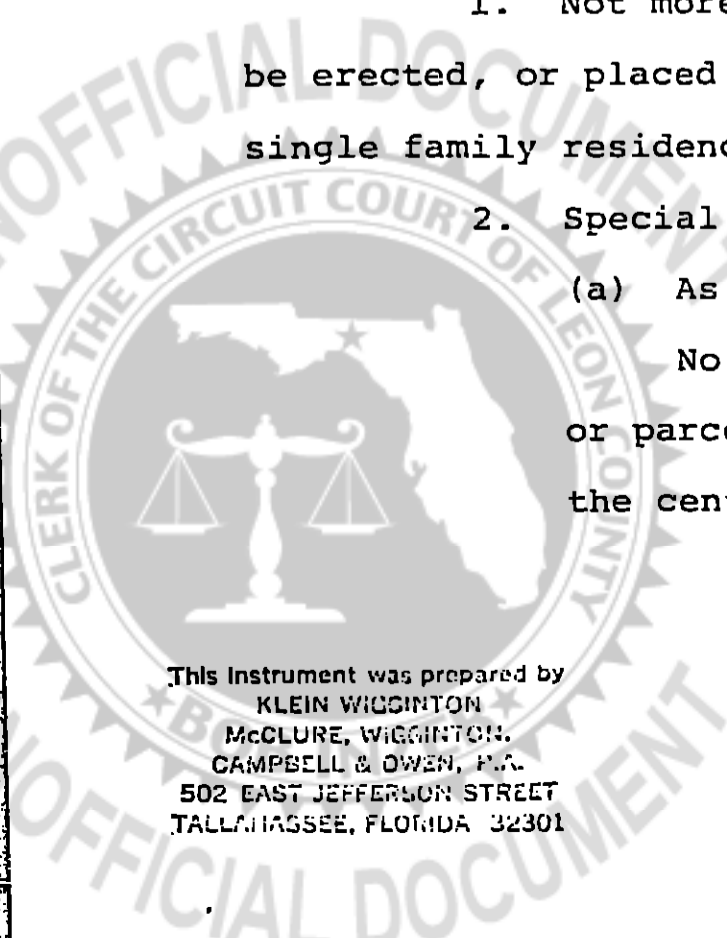
2. Special covenant for lots and blocks as indicated:

(a) As to Lots 19 through 25, Block "B":

No building shall be located on any lot or parcel nearer than seventy (70) feet from the center line of any sixty (60) foot road

1.

This Instrument was prepared by
KLEIN WIGGINTON
McCLURE, WIGGINTON,
CAMPBELL & OWEN, P.A.
502 EAST JEFFERSON STREET
TALLAHASSEE, FLORIDA 32301



ALL INSTRUMENTS FILED AND NOTED
PAGE FIFTY-NINE FIELD
CLERK OF CIRCUIT COURT

JUL 20 12 16 PM 1978

RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
IN THE 1907 & 1908 BLD.

431860

and fifteen (15) feet from any side or rear lot or parcel line. No dwelling shall be located nearer than fifty (50) feet to a rear lot line. Swimming Pools shall not be located closer than fifteen (15) feet from any lot line.

(b) As to Lot 1, Block "D" and Lots 1 through 8, Block "C":

Minimum building setbacks - Front 25 feet; side interior 15 feet; side corner 25 feet; rear 25 feet.

(c) As relates to Covenant No. 2, eaves and steps shall not be considered.

3. No livestock, goats or poultry of any kind shall be raised, bred or kept on any lot or parcel except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.

4. No lot or parcel may be used except for residential purposes. No business or commerce shall be permitted or conducted on or from any building or parcel.

5. No home shall contain less than 1400 square feet of finished heated living area of which at least 1100 square feet shall be on the main floor.

6. No noxious or offensive activity shall be carried on upon any lot or parcel nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Nothing shall be stored outdoors on any lot or parcel that would be unsightly or offensive to the neighborhood.

7. No Mobile or Double-Wide Mobile Homes, motor home, camper, tent, barn, outbuilding or structures of temporary character shall at any time be used as a residence temporarily or permanently.

8. No building shall be erected, placed or altered on any lot until a written request accompanied by two sets

of building plans and specifications has been approved by the Architectural Committee as to quality of workmanship and materials, harmony of external design with existing permanent structures and as to location with respect to topography and finish grade elevation. Such plans shall consist of not less than the following: foundation plans, floor plans of all floors, section details, elevations and drawings of all exterior walls, roof plans and plot plan showing location and orientation of all buildings and other structures with all building restriction lines shown. No fence or wall shall be erected, placed or altered on any lot nearer to center line of any road right of way than the minimum setback lines unless similarly approved. No person shall reside in any structure until the exterior of same is completed according to the approved plans.

9. The Architectural Committee shall be composed of Davis D. Smith or designee(s) or successor(s). The members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant. At any time, the record owners of two-thirds (2/3) of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers or duties. 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 within thirty (30) days after adequate plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

10. These covenants are to run with the land and shall be binding on all parties claiming under them until January 1, 2005, 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.

11. 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 including damages for any depreciation in land values to other lands caused by the violation or attempted violation of any of the restrictive covenants contained herein. Invalidation of any of these covenants or restrictions by Judgment or Court Order shall in no way affect any of the remaining covenants and restrictions contained herein which shall remain in full force and effect.

12. Owners agree not to disturb natural drainage or alterations in drainage which were made prior to purchase that would interfere with proper drainage of upland properties.

IN WITNESS WHEREOF, said Developer and Owners have caused this instrument to be signed and Lienholders join in this Declaration this 13th day of May, 1978.

[Signature]

Marcia D. Morris
Witnesses as to Developer

Barbara A. Slaughter

Lee S. Standley
Witnesses as to Mr. and Mrs. Bass

[Signature]

Marcia D. Morris
Witnesses as to Mr. and Mrs. Baker

[Signature]

Marcia D. Morris
Witnesses as to Mr. and Mrs. Nahoom

[Signature]

Davis D. Smith

DEVELOPER

[Signature]
Edward N. Bass

[Signature]
Karen K. Bass

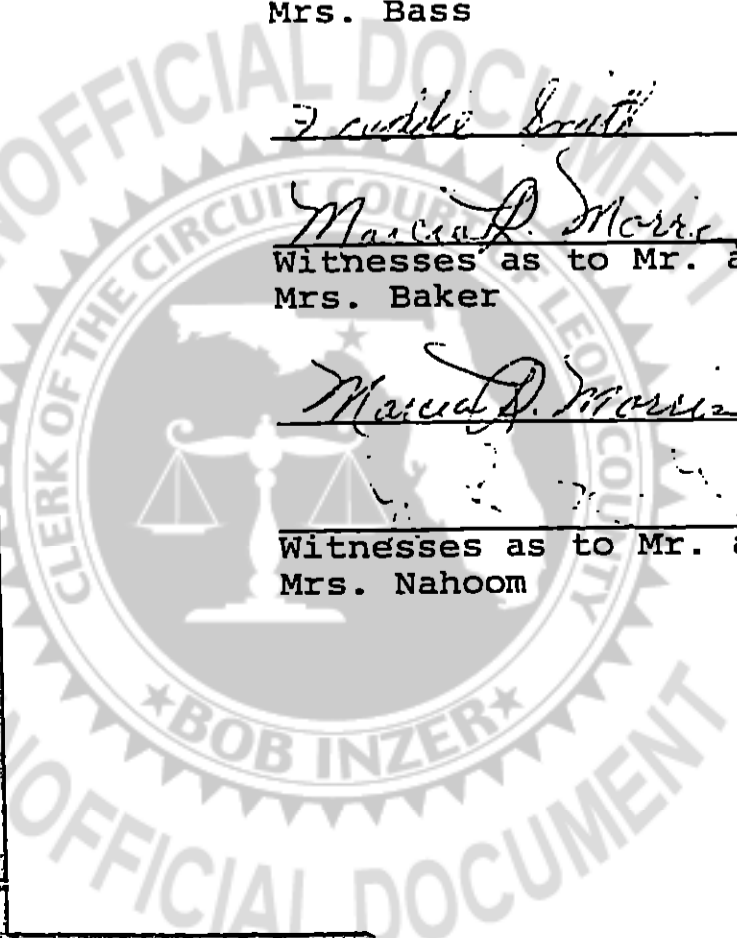
[Signature]
John Paul Baker

[Signature]
Carol L. Baker

[Signature]
Frederick N. Nahoom

[Signature]
Norma C. Nahoom

OWNERS



Emily D. Brown
[Signature]

Witnesses as to Capital
City First National Bank

CAPITAL CITY FIRST NATIONAL BANK

By: Richard M. Lu
Nice President

(CORPORATE SEAL)

[Signature]
[Signature]

Witnesses as to First
Federal Savings and Loan
Association of Gadsden
County

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF GADSDEN COUNTY

By: [Signature]

(CORPORATE SEAL)

Susan P. Lowell
[Signature]

Witnesses as to Stockton,
Whatley, Davin and Company

STOCKTON, WHATLEY, DAVIN AND COMPANY

By: [Signature]

(CORPORATE SEAL)

LIENHOLDERS

STATE OF FLORIDA
COUNTY OF LEON

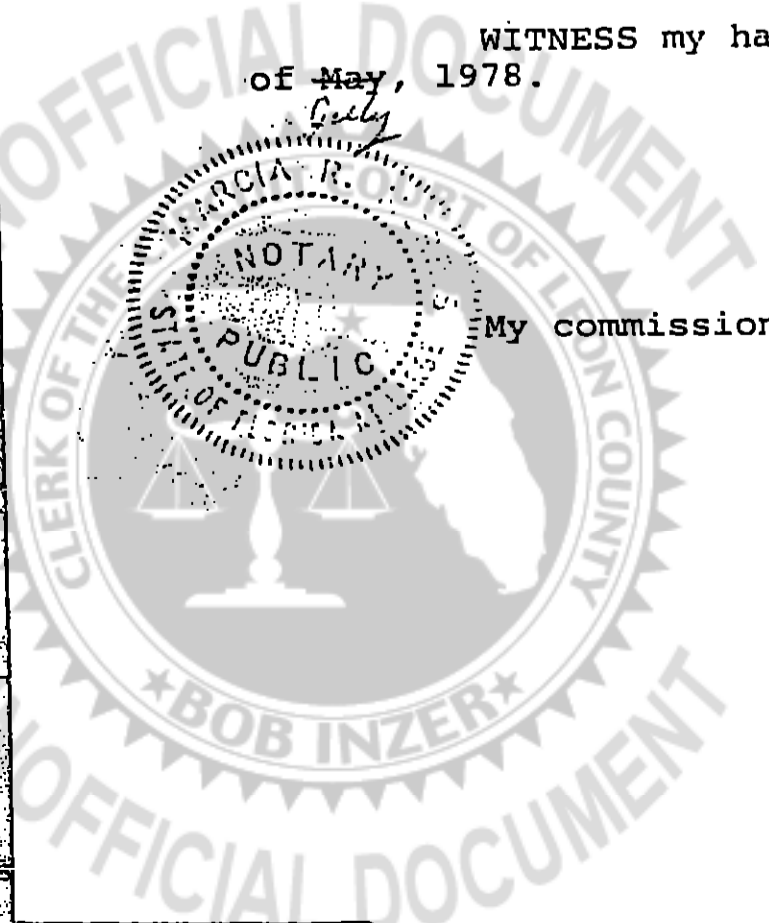
Before me personally appeared Davis D. Smith, to me well known and known to me to be the person described as Developer in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 10th day of May, 1978.

[Signature]
Notary Public
State of Florida at Large

5/29/82
Notary Public, State of Florida at Large
My Commission Expires May 29, 1982
Bonded By American Fire & Casualty Company

My commission expires:



STATE OF FLORIDA
COUNTY OF LEON

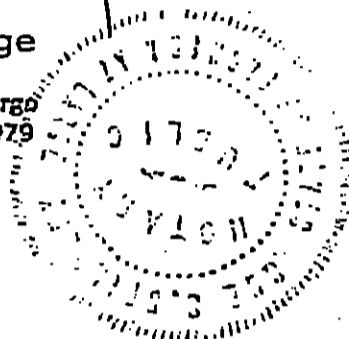
Before me personally appeared Edward N. Bass and Karen K. Bass, husband and wife, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 13 day of May, 1978.

Sue J. Standley
Notary Public
State of Florida at Large

My commission expires: Notary Public, State Of Florida At Large
My Commission Expires June 21, 1979
Bonded By Reserve Insurance Co.

6/21/79



STATE OF FLORIDA
COUNTY OF LEON

Before me personally appeared John Paul Baker and Carol L. Baker, husband and wife, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 10th day of May, 1978.

Marcia D. Morris
Notary Public
State of Florida at Large

My commission expires: Notary Public, State of Florida at Large
My Commission Expires May 29, 1982
Bonded By American Fire & Casualty Company

5/29/82



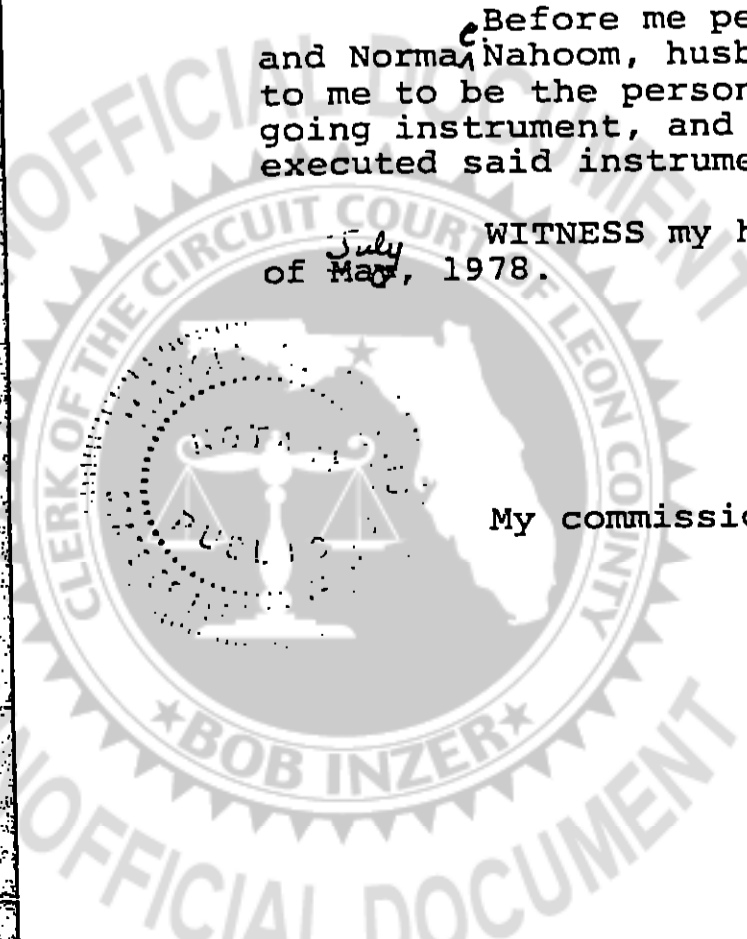
STATE OF FLORIDA
COUNTY OF LEON

Before me personally appeared Frederick N. Nahoom and Norma Nahoom, husband and wife, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 6 day of May, 1978.

Marcia R. Morris
Notary Public
State of Florida at Large

My commission expires: Notary Public, State of Florida at Large
My Commission Expires May 29, 1982
Bonded By American Fire & Casualty Company



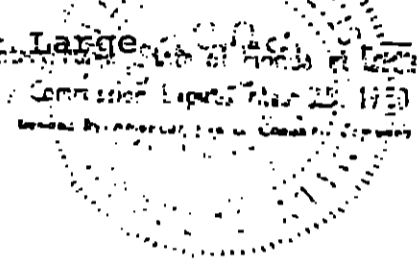
STATE OF FLORIDA
COUNTY OF LEON

Before me personally appeared Richard M. Lee,
to me well known and known to me to be the individual described
in and who executed the foregoing instrument as Vice President
President of the above named CAPITAL CITY FIRST NATIONAL BANK,
a Florida banking corporation, and acknowledged to and before
me that he executed such instrument as such Vice President
of said corporation, and that the seal affixed to the foregoing
instrument is the corporate seal of said corporation and that
it was affixed to said instrument by due and regular corporate
authority, and that said instrument is the free act and deed
of said corporation.

WITNESS my hand and official seal, this 9th day of
~~May~~, 1978.
June

Ornela J. [Signature]
Notary Public
State of Florida at Large

My commission expires: 3/25/80



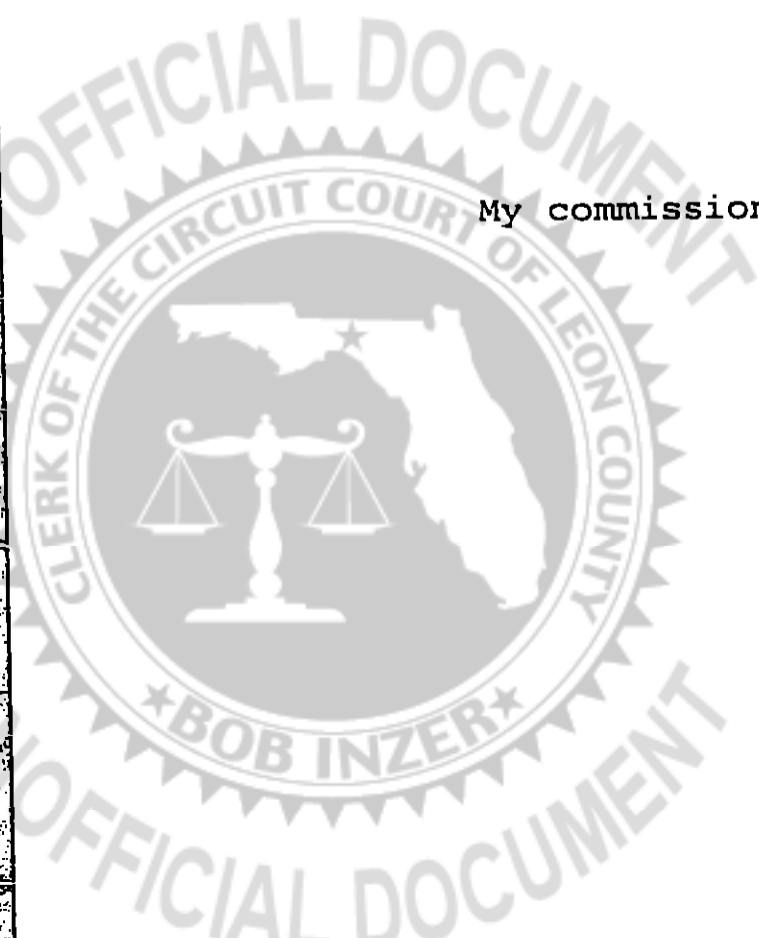
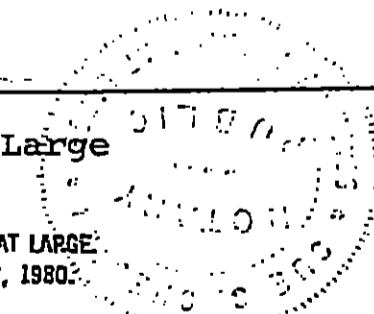
STATE OF FLORIDA
COUNTY OF GADSDEN

Before me personally appeared Daniel W. Miller,
to me well known and known to me to be the individual described
in and who executed the foregoing instrument as _____
President of the above named FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF GADSDEN COUNTY, a Florida corporation existing
under the laws of the United States of America, and acknowledged
to and before me that he executed such instrument as such _____
President of said corporation, and that the seal affixed to
the foregoing instrument is the corporate seal of said corporation
and that it was affixed to said instrument by due and regular
corporate authority, and that said instrument is the free act
and deed of said corporation.

WITNESS my hand and official seal, this 15th day of
May, 1978.

[Signature]
Notary Public
State of Florida at Large

My commission expires: 5/13/80
NOTARY PUBLIC, FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 13, 1980

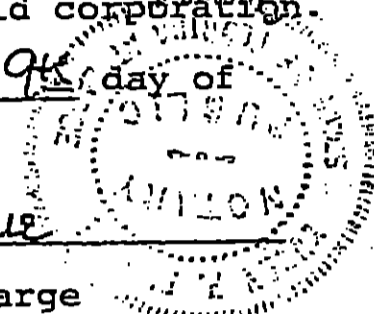


STATE OF FLORIDA
COUNTY OF LEON

Before me personally appeared Robert S Halley,
to me well known and known to me to be the individual described
in and who executed the foregoing instrument as Vice
President of the above named STOCKTON, WHATLEY, DAVIN AND COMPANY,
a corporation, and acknowledged to and before me that he executed
such instrument as such Vice President of said corpo-
ration, and that the seal affixed to the foregoing instrument
is the corporate seal of said corporation and that it was affixed
to said instrument by due and regular corporate authority, and
that said instrument is the free act and deed of said corporation.

June WITNESS my hand and official seal, this 9th day of
June, 1978.

Susan P. Ritchie
Notary Public
State of Florida at Large



My commission expires: 11/20/79

Notary Public, State of Florida at Large.
My Commission Expires Nov. 20, 1979.

