

RESTRICTIVE COVENANTS ON HERITAGE WOODS,
UNIT NO. ONE, A SUBDIVISION IN LEON COUNTY,
FLORIDA, ACCORDING TO MAP OR PLAT THEREOF
APPEARING OF RECORD IN PLAT BOOK 5, PAGE 8
OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

KNOW ALL MEN BY THESE PRESENTS:

That Everhart Construction Company, Inc., a corporation organized and existing under the laws of the State of Florida, with its principal office and place of business in Tallahassee, Leon County, Florida, as Covenantor and owner in fee simple of HERITAGE WOODS, a Subdivision in Leon County, Florida, according to the map or plat thereof recorded in Plat Book 5, Page 8 of the public records of Leon County, Florida, does hereby impose upon Lots 1 through 7, Block A and Lots 1 through 7, Block B, inclusive, as described in such plat, the following covenants and restrictions to run with the land and which shall be binding on all parties and all persons claiming under it until July 30, 2001, at which time said covenants shall be automatically extended for successive periods to ten years, unless by vote of a majority of the then owners of the lots it is agreed to change such covenants in whole or in part.

If the party hereto, or its 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 subdivision 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 doing so, or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

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

one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars.

2. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$15,000.00, based upon cost levels prevailing on the date these covenants are recorded. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1200 square feet for a one-story dwelling, nor less than 700 square feet for a dwelling of more than one-story.

3. BUILDING LOCATION. No building shall be located nearer to the front lot line or nearer to the side street line than the minimum building setback lines as 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 25 feet to any side street line. No building shall be located nearer than 5 feet on one side or 10 feet on the other side to side lot lines, creating a minimum space of 15 feet between houses.

4. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 90 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.

5. 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.

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

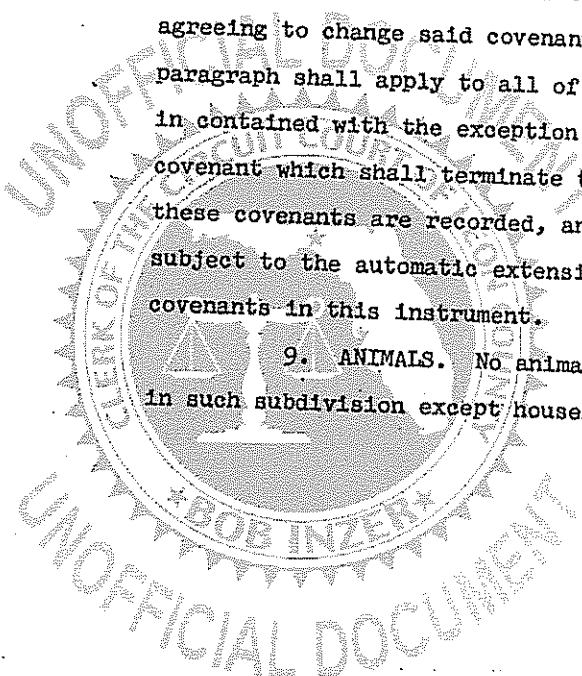
7. ARCHITECTURAL CONTROL COMMITTEE. No building shall be placed or altered on any residential lot in the subdivision until the building plan, specifications and plot plans showing the location of such building have been approved in writing,

as to conformity and harmony of external design with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation by a committee composed of the Board of Directors of Everhart Construction Company, Inc., or its successor or by a representative designated by a majority of the members of such committee.

In the event said committee or designated representative shall not within thirty days after such specifications and plot plan have been submitted to it, approve or reject such plans and specifications or plot plan, then such approval will not be required and these covenants will be deemed to have been fully complied with. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw the committee, or restore to it its powers and duties.

8. GENERAL PROVISIONS. 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-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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. This paragraph shall apply to all of the restrictive covenants herein contained with the exception of the first numbered restrictive covenant which shall terminate twenty-five years from the date these covenants are recorded, and which covenant shall not be subject to the automatic extension provided as to the other covenants in this instrument.

9. ANIMALS. No animals or fowl shall be kept on any lot in such subdivision except household pets.

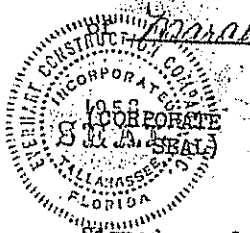


10. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

11. SEVERABILITY. Invalidation of any one 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.

12. FENCES. There shall be no fences closer to the front line of the lot than the building setback line.

IN WITNESS WHEREOF, Everhart Construction Company, Inc., has caused its corporate name to be signed and its corporate seal affixed by its duly authorized officers, this 20th day of March A. D., 1967.



EVERHART CONSTRUCTION COMPANY, INC.
By [Signature]
President

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]
Witnesses

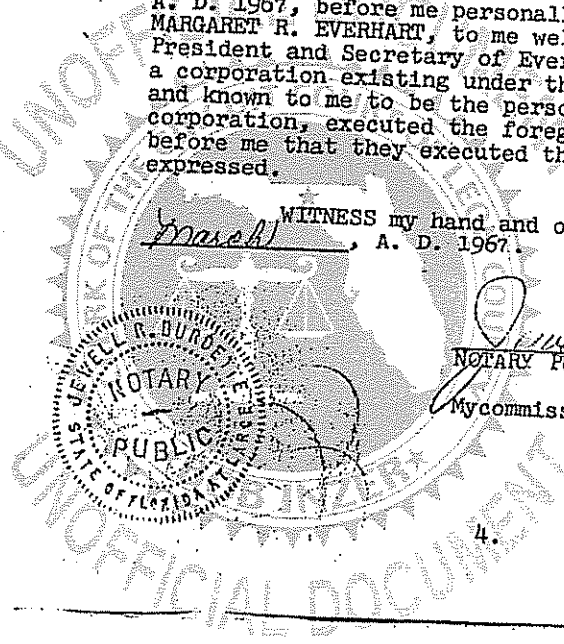
Attest:
[Signature]
Margaret R. Everhart, Secretary

NOTARY PUBLIC
STATE OF FLORIDA
JEWELL R. BURDETTE
57 MAR 22 AM 11:55
THE TIME & DATE NOTED
AT F. MARTIN FIELD
TALLAHASSEE, FLORIDA

STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this 20th day of March A. D. 1967, before me personally appeared LEE A. EVERHART and MARGARET R. EVERHART, to me well known and known to me to be the President and Secretary of Everhart Construction Company, Inc., a corporation existing under the laws of the State of Florida, and known to me to be the persons who as such officers of said corporation, executed the foregoing instrument, and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 20th day of March, A. D. 1967.



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE.

My commission expires: Notary Public, State of Florida at Large
My Commission Expires May 4, 1967
Bonded By American Fire & Casualty Co.

REF: 320 PAGE 513

RESTRICTIVE COVENANTS ON HERITAGE WOODS,
UNIT NO. ONE, A SUBDIVISION IN LEON COUNTY,
FLORIDA, ACCORDING TO MAP OR PLAT THEREOF
APPEARING OF RECORD IN PLAT BOOK 5, PAGE 8
OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA

KNOW ALL MEN BY THESE PRESENTS:

That EVERHART CONSTRUCTION COMPANY, INC., a corporation organized and existing under the laws of the State of Florida, with its principal office and place of business in Tallahassee, Leon County, Florida, as Covenantor and owner in fee simple certain lots in HERITAGE WOODS, a subdivision in Leon County, Florida, according to the map or plat thereof recorded in Plat Book 5, Page 8 of the public records of Leon County, Florida, and LARRY K. WOODS and DELORES WOODS, his wife, owners of Lot 11, Block A, hereby impose upon Lots 8 through 13, Block A and Lots 8 through 13, Block B, inclusive, as described in such plat, the following covenants and restrictions to run with the land and which shall be binding on all parties and all persons claiming under it until July 30, 2001, at which time said covenants shall be automatically extended for successive periods to ten years, unless by vote of a majority of the then owners of the lots it is agreed to change such covenants in whole or in part.

If the party hereto, or its 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 situated in said subdivision 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 doing so, or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

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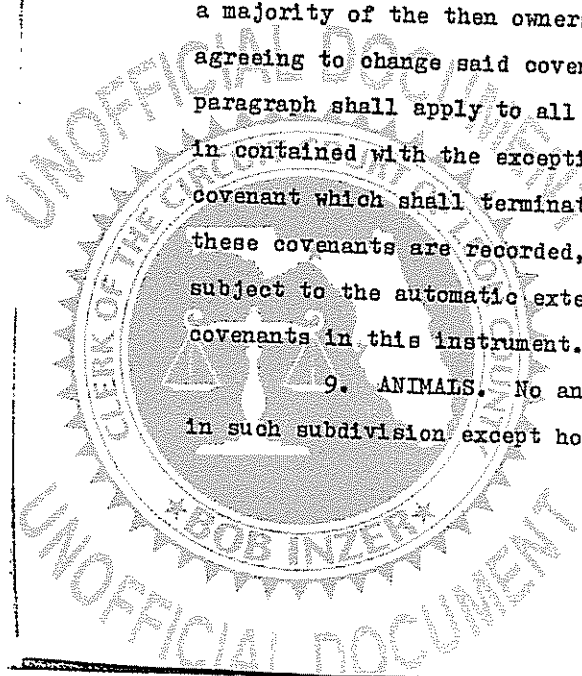
7. ARCHITECTURAL CONTROL COMMITTEE. No building shall be placed or altered on any residential lot in the subdivision until the building plan, specifications and plot plans showing the location of such building have been approved in writing,

as to conformity and harmony of external design with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation by a committee composed of the Board of Directors of Everhart Construction Company, Inc., or its successor or by a representative designated by a majority of the members of such committee.

In the event said committee or designated representative shall not within thirty days after such specifications and plot plan have been submitted to it, approve or reject such plans and specifications or plot plan, then such approval will not be required and these covenants will be deemed to have been fully complied with. 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 record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw the committee, or restore to it its powers and duties.

8. GENERAL PROVISIONS. 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-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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. This paragraph shall apply to all of the restrictive covenants herein contained with the exception of the first numbered restrictive covenant which shall terminate twenty-five years from the date these covenants are recorded, and which covenant shall not be subject to the automatic extension provided as to the other covenants in this instrument.

9. ANIMALS. No animals or fowl shall be kept on any lot in such subdivision except household pets.

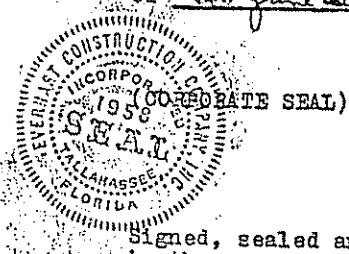


10. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

11. SEVERABILITY. Invalidation of any one 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.

12. FENCES. There shall be no fences closer to the front line of the lot than the building setback line.

IN WITNESS WHEREOF, Everhart Construction Company, Inc., has caused its corporate name to be signed and its corporate seal affixed by its duly authorized officers, this 25th day of June A. D., 1968.



EVERHART CONSTRUCTION COMPANY, INC.

By Lee A. Everhart
President

Signed, sealed and delivered in the presence of:

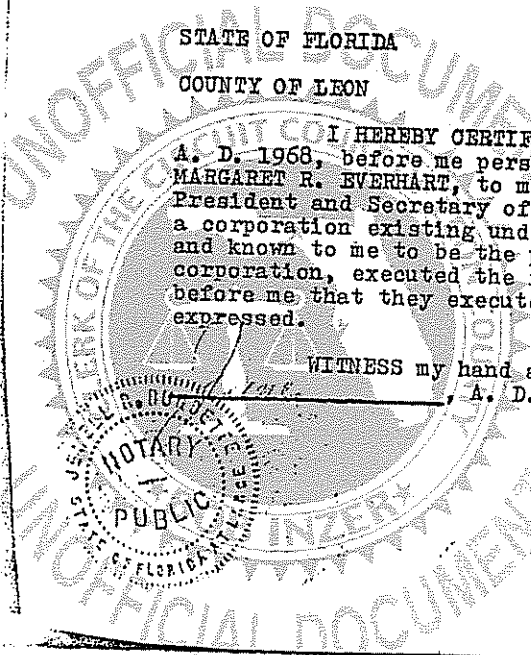
Attest:

James P. [Signature] Margaret R. Everhart
Margaret R. Everhart, Secretary
James B. [Signature]
Witnesses

STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this 25th day of June, A. D. 1968, before me personally appeared LEE A. EVERHART and MARGARET R. EVERHART, to me well known and known to me to be the President and Secretary of Everhart Construction Company, Inc., a corporation existing under the laws of the State of Florida, and known to me to be the persons who as such officers of said corporation, executed the foregoing instrument, and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 25th day of June, A. D. 1968.



James B. [Signature]
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE.

My commission expires May 4, 1971
Notary Public, State of Florida at Large
My Commission Expires May 4, 1971
Bonded by American Fire & Casualty Co.

Signed, sealed and delivered
in the presence of:

Jimmie B. Burdette
Witness

Witness

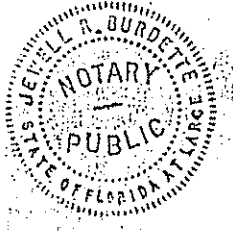
Larry K. Woods
Larry K. Woods

Delores Woods
Delores Woods

STATE OF FLORIDA
COUNTY OF LEON

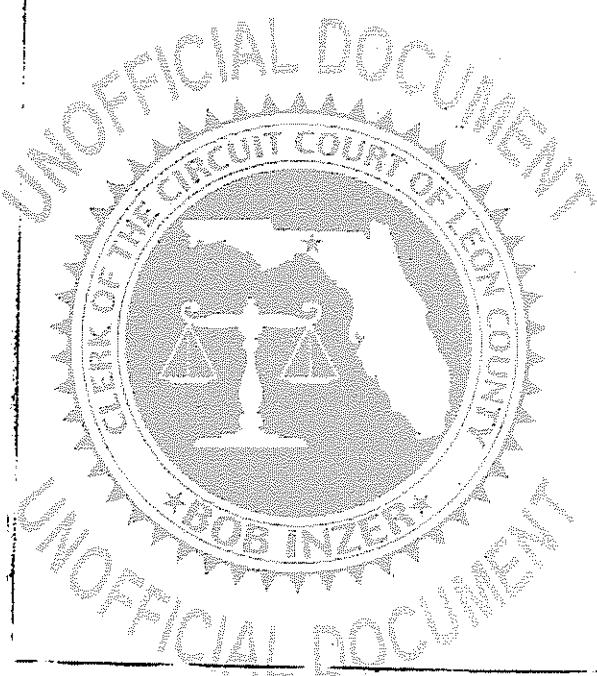
BEFORE ME personally appeared Larry K. Woods and Delores Woods, his wife, to me well known and known to me to be the individuals described in and who executed the foregoing Instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 25th day of June,
A. D., 1968.



Jimmie B. Burdette
Notary Public, State of Florida At Large

Notary Public, State of Florida at Large
My Commission Expires May 4, 1971
My Commission Expires



195103

RECEIVED AT THE
RECORDS OF LEON COUNTY
IN THE BOOK & PAGE ROOM
1968 JUN 28 AM 9:32
AT THE TIME & DATE ABOVE
PAUL F. HARTSHORN
CLERK OF THE CIRCUIT COURT