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RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that we, Udo M. Fleischmann and Jeanne K. Fleischmann, his wife, of the County of Fairfield and State of Connecticut, as covenantees and owners in fee simple of "Hickory Hill Farms", a subdivision of part of Section Thirteen (13), Section Fourteen (14), and Section Twenty-three (23), in Township One (1) North, Range One (1) East, according to a map or plat appearing of record in Plat Book 3, at page 4 thereof, of the public records in the office of the Clerk of the Circuit Court of Leon County, Florida, do hereby impose upon said lands included in said map or plat of said subdivision, and upon each and every part of said lands so included, the following covenants and restrictions to run with the land and which shall be binding on and upon all parties and all persons claiming by, through or under us or either of us, until the first day of January, A. D. 1970. at which time said covenants shall be automatically extended for successive periods of ten (10) years each unless by vote of a majority of the then owners of the lots in said subdivision it is agreed to change said covenants in whole or in part, in any such vote the then property owners to be entitled to one vote for each lot or major portion thereof.

If the parties hereto, or either of us, our heirs or assigns, or any person claiming or to claim by, through or under us or either of us, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons 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 covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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(e) No person of other than the Caucasian race shall own, use or occupy any property in said subdivision except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.

(f) No trailer, basement, tent, shack, garage, garage apartment, barn or other out building erected in said subdivision shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

(g) No structure shall be moved on to any lot in said subdivision unless it meets with the approval of the Covenantors hereto, or their heirs, and all structures moved on any lot in said subdivision shall conform to and be in harmony with existing structures in said subdivision.

(h) No building shall be erected on any lot in said subdivision unless the design and location of such building have been approved in writing by the Covenantors hereto, or their heirs. In any case, no dwelling costing less than Twenty-five Hundred (\$2500.00) Dollars shall be permitted on any lot in said subdivision, unless the ground floor square foot area of such dwelling be not less than seven hundred (700) square feet in the case of a one story structure nor less than five hundred (500) square feet in the case of a one and a half or two story structure.

(i) These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1970, at which time said covenants and restrictions shall terminate.

(j) If the parties hereto, or any of us, or the heirs or assigns of any of us shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1970, any other person or persons owning lots in "Hickory Hill Farms" shall have the right to have enjoined any such violation

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or attempted violation of any of said covenants or restrictions, and shall also have the right to recover any damages or other losses sustained on account of any such violation.

(k) Invalidation of any of these covenants by judgment of court order shall in no wise affect any of the other provisions and such other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the said Covenantors have hereunto set their hands and seals, this the 10th day of April

A. D. 1946.

Signed, sealed and delivered
in the presence of:

Elizabeth Roberts

William A. ...

William A. ... (SEAL)

Elizabeth Roberts (SEAL)

STATE OF FLORIDA)
COUNTY OF LEON)

I hereby certify that on this day personally appeared before me the undersigned authority, duly authorized to administer oaths and to take acknowledgments, Udo M. Fleischmann, and Jeanne K. Fleischmann, his wife, to me well known and well known to me to be the persons described in and who as such executed the above and foregoing instrument and severally acknowledged that they executed the same freely and voluntarily and for the uses and purposes therein expressed.

And the said Jeanne K. Fleischmann, well known to me to be the wife of said Udo M. Fleischmann, upon a private examination by me this day taken and held separate and apart from her said husband did further acknowledge and declare that she made herself a party to the said instrument of writing and executed the same freely and voluntarily and without any compulsion, constraint,

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apprehension or fear of or from her said husband.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, in the State and County aforesaid, this the 10th day of April, A. D. 1946.



Elizabeth Roberts
Notary Public, State of Florida
at Largo. My Commission expires:

Aug. 12, 1946

STATE OF FLORIDA,
COUNTY OF LEON.

BE IT REMEMBERED, That on this 15th day of April, A. D. 1946, the foregoing instrument of writing was presented for record to the subscriber, Clerk of the Circuit Court in and for the County aforesaid, and the same being properly authenticated, I have duly recorded the same, in #76 Recd Book at page 335.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court, the day and year last above written

Michael Budger
for the owner

CHANGE OF RESTRICTIONS
HICKORY HILL FARMS
AS OF FEBRUARY 1, 1995

DA 115286 597

WHEREAS the Restrictive Covenants recorded in Deed Book 76, pages 335 to 339, applicable to the subdivision Hickory Hill Farms as recorded on Page 7 of Plat Book 2, in the office of the Clerk of the Circuit Court, Leon County, Florida, and also the means for changing the covenants appearing on those pages;

the following covenants and restrictions. . . shall be binding. . . unless by vote of a majority of the then owners of the lots in said subdivision it is agreed to change said covenants in whole or in part, in any such vote the then property owners to be entitled to one vote for each lot or major portion thereof.

AND WHEREAS the owners of the majority of the lots in said subdivision as of February 1, 1985, desire to change certain of these covenants.

NOW THEREFORE the undersigned owners of record of the lots enumerated below, those enumerated lots constituting a majority of the lots platted in the public records for Hickory Hill Farms as of February 1, 1985, do hereby vote to change restrictions (b) and (c) to read in their entirety as follows:

- (c) The lots now within Hickory Hill Farms may be subdivided into smaller residential lots so long as no lot resulting is smaller than thirty thousand (30,000) square feet (.7 acre). Each lot resulting from such subdivision shall be subject to the restrictions expressed in (a).
- (b) No building shall be erected on any residential lot nearer than forty (40) feet to the front line thereof, or nearer than five (5) feet to any side thereof. The side line restrictions shall not apply to a garage located in the rear one-quarter of a lot, except that on corner lots no structure shall be permitted nearer than twenty (20) feet to any side line.

IN WITNESS WHEREOF, the owners have set their hands and seals.

Signed, sealed and delivered in the presence of:

Michael Budger
Allen J. Patten
Property Owner, Lots 11, 12, 13, 14

Sworn to and subscribed before me this 20th day of March, 1985.
Allen J. Patten
NOTARY PUBLIC
My Commission Expires Jun. 2, 1987
Notarized this day at 9/2/87

Signed, sealed and delivered in the presence of:

Richard E. Patten
Property Owner, Lot 15

Michael Budger

Sworn to and subscribed before me this 20th day of March, 1985.
Allen J. Patten
NOTARY PUBLIC
8-1-87

Prepared by: Allen J. Patten, Notary
2017 Delta Blvd.
Tallahassee, Fla.

CHANGE OF RESTRICTIONS, HICKORY HILL FARMS, AS OF FEBRUARY 1, 1985

IN WITNESS WHEREOF, the owners have set their hands
and seals. **OR1153PC 598**

Signed, sealed and delivered
in the presence of:

Kevin C. Diamond

Michael Budge

Elizabeth B. Hunt
Property Owner Elizabeth
Broder, Hunt, Lot 16, Hickory
Hill Farms

Sworn to and subscribed before me this 17th day of February, 1985.

Allen P. [Signature]
NOTARY PUBLIC
My Comm. Expires Sept. 23, 1986
By State Seal Expires Feb. 2, 1987 1/23/87

Signed, sealed and delivered
in the presence of:

Mrs. Elizabeth Harvick Damm

John C. Willing
Property Owner, Lot 14

Augustine T. Belden

Sworn to and subscribed before me this 21st day of February, 1985.

[Signature]
NOTARY PUBLIC
My Comm. Expires Sept. 23, 1986
By State Seal Expires Feb. 2, 1987

Signed, sealed and delivered
in the presence of:

Mrs. Elizabeth Harvick Damm

Saranne K. Willing
Property Owner, Lot 14

Augustine T. Belden

Sworn to and subscribed before me this 21st day of February, 1985.

[Signature]
NOTARY PUBLIC
My Comm. Expires Sept. 23, 1986
By State Seal Expires Feb. 2, 1987

CHANGE OF RESTRICTIONS, HICKORY HILL FARMS, AS OF FEBRUARY 1, 1985

IN WITNESS WHEREOF, the owners have set their hands and seals.

APR 11 1985 599

Signed, sealed and delivered in the presence of:

Kevin C. Leonard

Michelle Bridges

William Wesley Hunt
Property Owner
Hunt, Lots 5, 7 and 8, Hickory Hill Farms

Sworn to and subscribed before me this 14th day of February, 1985.

Allen J. Park

NOTARY PUBLIC
My Commission Expires Sept. 2, 1987
Printed Name: Allen J. Park, Notary Public

Signed, sealed and delivered in the presence of:
[Signature]

[Signature]
Property Owner, Lot 1, 2

[Signature]

Sworn to and subscribed before me this 11th day of ~~February~~ MARCH, 1985.

[Signature]

NOTARY PUBLIC
My Commission Expires Sept. 29, 1987
Printed Name: [Signature], Notary Public

Signed, sealed and delivered in the presence of:
[Signature]

[Signature]
Property Owner, Lot 1, 2

[Signature]

Sworn to and subscribed before me this 11th day of ~~February~~ MARCH, 1985.

[Signature]

NOTARY PUBLIC
My Commission Expires Sept. 27, 1987
Printed Name: [Signature], Notary Public

CHANGE OF RESTRICTIONS, HICKORY HILL FARMS, AS OF FEBRUARY 1, 1985

IN WITNESS WHEREOF, the owners have set their hands and seals.

Signed, sealed and delivered in the presence of:

M. B. ...

Margaret ...

Property Owner, ... Hickory Hill Farms



Sworn to and subscribed before me this 26th day of February,

Signed, sealed and delivered in the presence of:

Property Owner

Sworn to and subscribed before me this 26th day of February, 1985.

NOTARY PUBLIC

Signed, sealed and delivered in the presence of:

Property Owner

Sworn to and subscribed before me this 26th day of February, 1985.

NOTARY PUBLIC