



KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Roy Hutchinson and Theo Edwards Hutchinson, his wife, are the owners of all of the lots in that certain subdivision in Leon County, Florida, known as Hutchinson Heights, a map or plat of said subdivision being recorded in Plat Book 3, page 22, of the public records of Leon County, Florida; and,

WHEREAS, the said Roy Hutchinson and Theo Edwards Hutchinson desire to create certain restrictive covenants to run with each and all of the lots situate in said subdivision.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the said Roy Hutchinson and Theo Edwards Hutchinson for and on behalf of themselves and their heirs and assigns do hereby impose the following restrictive covenants:

PROTECTIVE COVENANTS

1. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1977, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote or a majority of the then owners of the lots it is agreed to change said Covenants in whole or in part.
2. 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 property 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 Covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation.
3. Invalidation of any one 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.
4. All lots in the tract shall be known and described as residential lots.

5. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling, or one duplex dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.
6. 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 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 Roy Hutchinson, Thee Edwards Hutchinson and Hamp Hutchinson, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, 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 30 days after said plans and specifications have been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed 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 its designated representative, shall cease on and after January 1, 1977. 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 record 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.
7. 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 25 feet to the front lot line, nor nearer than 15 feet to any side street line. No building except a detached garage or other outbuilding located 70 feet or more from the front lot line, shall be located nearer than 10 feet to any side lot line, except that if building is constructed with an attached garage, such garage may be placed within five feet of interior lot line.

8. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 7500 square feet or a width of less than 60 feet at the front building set-back line.
9. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
10. No trailer, basement, tent, shack, garage, barn, or other out-building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
11. No dwelling costing less than \$3,000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 560 square feet in the case of a one-story structure nor less than 500 square feet in the case of a one and one-half, two, or two and one-half story structure.
12. No person of any race other than the Caucasian race shall use or occupy any building or any lot, except that this Covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

IN WITNESS WHEREOF, the said Roy Hutchinson and Theo Edwards Hutchinson have hereunto set their hands and seals, this

8th day of April, A. D. 1947.

Signed, sealed and delivered  
in our presence as witnesses:

Gladys M. Masters  
Caroline M. ...

Roy Hutchinson (SEAL)  
Theo Edwards Hutchinson

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STATE OF FLORIDA,  
COUNTY OF LEON.

Before me, the undersigned authority, this day personally appeared ROY HUTCHINSON and THEO EDWARDS HUTCHINSON, his wife, known by me and known to me to be the persons described in and who executed the foregoing instrument of writing, and acknowledged that they executed the same as and for their own free act and deed, and for the uses and purposes therein expressed; and the said THEO EDWARDS HUTCHINSON, wife of the said ROY HUTCHINSON, upon an examination made and taken by me separate and apart from her said husband, acknowledged that she executed the said instrument freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 8th day of April, A. D. 1947.

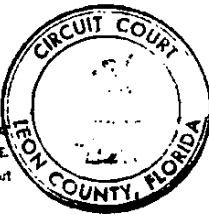
Gladys M. Mantis  
Notary Public, State of Fla. at Large

My commission expires: March 22, 1948

1865

FILED APR 11 1947  
at 10:40 A.M. RECORDED IN THE PUBLIC RECORDS  
OF LEON COUNTY, FLORIDA IN THE BOOK AND PAGE NOTED ABOVE.  
GEO. G. CRAWFORD, Clerk of Circuit Court

Geo G Crawford



DEED 198 OR 299

Tallahassee, Florida  
March 5, 1956

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, ROY HUTCHINSON, THEO EDWARDS HUTCHINSON, and HAMP HUTCHINSON, constituting the committee by virtue of authority set forth in those certain restrictive covenants dated April 8, 1947, and recorded April 12, 1947, in Deed Book 67, page 35, of the public records of Leon County, Florida, do hereby designate and appoint each LUCILE F. YATES, ALBERT F. YATES, and CHARLES R. YATES a representative designated by them for the purpose of approving in writing building plans, specifications and plot plans in Hutchinson Heights Subdivision per Plat Book 3, page 22, of the public records of Leon County, Florida, and performing all other acts and doing all things required of or permitted by a representative of a majority of the committee as set forth in said restrictive covenants above mentioned and identified.

It is the express intent of the members of the committee that each individually LUCILE F. YATES, ALBERT F. YATES, and CHARLES R. YATES shall be a representative of the committee and shall each have full power and authority to act for said committee independent of the other representatives hereby appointed.

IN WITNESS WHEREOF, we, the undersigned committee members, have hereunto set our hands and seals the day and year first above written.

Signed, sealed and delivered in our presence as witnesses:

*John E. Mann*  
*Joe D. Manning*

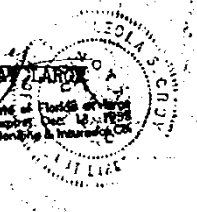
*Roy Hutchinson* (SEAL)  
Roy Hutchinson  
*Theo E. Hutchinson* (SEAL)  
Theo Edwards Hutchinson  
*Hamp Hutchinson* (SEAL)  
Hamp Hutchinson

STATE OF FLORIDA, }  
COUNTY OF LEON, }

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared ROY HUTCHINSON, THEO EDWARDS HUTCHINSON, and HAMP HUTCHINSON, to me well known and known to me to be the persons described in and who executed the foregoing instrument and have acknowledged before me that they executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the county and state aforesaid this 5 day of March, 1956.

*Lula S. Crisp*  
NOTARY PUBLIC STATE OF FLORIDA  
My commission expires: Dec 15 1958  
Notary Public, State of Florida  
My commission expires Dec 15 1958  
Bonded by Mass. Bonding & Insurance Co.



63090  
RECORDED  
MAR 5 3 17 PM '56  
COUNTY COURT