

JAN 13 3 55 PM 1978

RESTRICTIVE COVENANTS

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

THIS INDENTURE, made, executed and delivered this 11<sup>th</sup> day of January, 1978 by TALLAHASSEE HOUSE OF CARPETS, INC., a Florida 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,

W I T N E S S E T H:

THAT, WHEREAS, said Corporation is the owner of the lands described herein, being a subdivision of land situate, lying and being in Leon County, Florida, more particularly described as Jackson Oaks, a subdivision, as per map, per plat thereof, recorded in Plat Book 8 at page 6 of the Public Records of Leon County, Florida.

WHEREAS, it is to the interest, benefit and advantage of Tallahassee House of Carpets, Inc., 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 Tallahassee House of Carpets, Inc., and each and every subsequent owner of any of the lots in said subdivision, said corporation does hereby set up, establish, promulgate, declare and impose the following protective covenants to apply to all of said lots and to all persons owning said lots, or any of them, hereafter; these protective covenants shall become effective immediately and run with the land and shall be binding upon all persons claiming under and through Tallahassee House of Carpets, Inc.

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes.
2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a 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 existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall

shall be erected, placed or located on any lot nearer to any street than the front of the dwelling situated thereon. Approval shall be provided as in Paragraph 11 below.

3. DWELLING SIZE. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one-story open porches and garages, shall contain at least 1,100 square feet for a one-story dwelling, and at least 750 square feet for a dwelling of more than one story exclusive of carport, garage, open porches, etc.

4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum setback lines 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 nearer than 15 feet to any side street line. No building shall be located nearer than 10 feet to any interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of any building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 75 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.

6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

7. 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.

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

9. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

10. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

11. ARCHITECTURAL CONTROL COMMITTEE.

(a) MEMBERSHIP. Prior to commencement of construction of any residence upon any such building lot, the plans and specifications for the proposed residence shall be submitted to the TALLAHASSEE HOUSE OF CARPETS, INC. Architectural Control Committee. Such committee shall originally be composed of RICHARD L. PELHAM and JAMES M. ERVIN. Such members shall serve at the pleasure of the president of TALLAHASSEE HOUSE OF CARPETS, INC. and the said TALLAHASSEE HOUSE OF CARPETS, INC. does hereby retain the right to designate a new Architectural Control Committee at any point of time. Such originally appointed and designated Architectural Control Committee shall continue to serve until such time as a replacement committee is appointed.

(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 ten (10) days after the plans and specifications have been submitted to it, or any event, if no 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.

12. TERM. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, 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.

13. 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.

14. SEVERABILITY. Invalidation of any one of these covenants by judgement of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

15. The above restrictive covenants cover said lots in Jackson Oaks a Subdivision, Tallahassee, Florida, as per plat book 8, page 6 and 6A of the Public Records of Leon County, Florida.

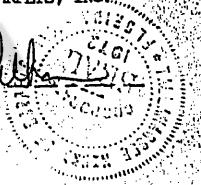
IN WITNESS WHEREOF, the said TALLAHASSEE HOUSE OF CARPETS, INC., has caused these presents to be executed in its name and its seal to be affixed hereto the day and year first above written.

WITNESSES:

TALLAHASSEE HOUSE OF CARPETS, INC.

Basham W. Kerwin  
Beverly D. ...

By: Richard L. Pelham  
RICHARD L. PELHAM  
Its President

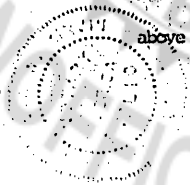


STATE OF FLORIDA,

COUNTY OF LEON.

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgements personally appeared RICHARD L. PELHAM, to me known to be the person described as President of TALLAHASSEE HOUSE OF CARPETS, INC., a Florida Corporation organized and existing under the laws of the State of Florida, in and who executed the foregoing RESTRICTIVE COVENANTS OF JACKSON OAKS, a Subdivision, in the name of and for that corporation, affixing the seal of that Florida Corporation thereto; that as its President that person is duly authorized by that corporation to do so; and that the foregoing RESTRICTIVE COVENANTS OF JACKSON OAKS, a Subdivision, is the act and RESTRICTIVE COVENANTS OF JACKSON OAKS, a Subdivision, of that Florida Corporation.

WITNESS my hand and official seal in the County and State named above this 11 day of January, A.D. 1978.



Basham W. Kerwin  
NOTARY PUBLIC  
My Commission Expires: 10-19-78  
Notary Public, State of Florida at Large  
My Commission Expires Oct. 19, 1978  
Revised by American Notary & Surety Co.

PARTIAL RELEASE OF MORTGAGE

BARNETT BANK OF TALLAHASSEE NORTH, a Florida banking corporation, the holder of that Mortgage executed by D & E BUILDERS, INC., a Florida corporation, to BARNETT BANK OF TALLAHASSEE NORTH, in the amount of Twelve Thousand and No/100 Dollars (\$12,000.00), dated November 2, 1976, and recorded November 6, 1976, in Official Records Book 819, at Page 216, of the Public Records of Leon County, Florida, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable considerations received, hereby, on this 12<sup>th</sup> day of January, A.D., 1978, releases from the lien of that Mortgage the real property in Leon County, Florida, described as follows, to-wit:

Lot 8, Block "D", Bent Tree Estates, Unit No. 2, as per map or plat thereof recorded in Plat Book 7, at Page 45, of the Public Records of Leon County, Florida,

without impairing the lien of that Mortgage on the remaining part of the property described in such Mortgage.

IN WITNESS WHEREOF, BARNETT BANK OF TALLAHASSEE NORTH, has caused these presents to be executed in its name and its corporate seal to be affixed the day and year last above written.

WITNESSES:

BARNETT BANK OF TALLAHASSEE NORTH

Howard H. Thickland

By: John E. Zullo  
Its Vice Pres

Attest: Walter J. ...  
Its Vice Pres

(Corporate Seal)

STATE OF FLORIDA,  
COUNTY OF LEON.

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John E. Zullo and Walter J. ... of to me known to be the person(s) described as Vice President and Secretary, respectively, of Barnett Bank of Tallahassee North, in and who executed the foregoing Partial Release of Mortgage, and

This instrument prepared by  
WILLIAM L. CARY of  
PENNINGTON, WILKINSON & ZALKO  
Attorneys at Law  
Post Office Box 325  
Tallahassee, Florida 32303

