

RESTRICTIVE COVENANTS
OF
LAKESHORE ESTATES UNIT NO. 6

This instrument prepared
by Linda J. Hornby
Contract Administrator
Century Construction Corp.
P.O. Box 3359
Tallahassee, Florida

CR1177PC1437

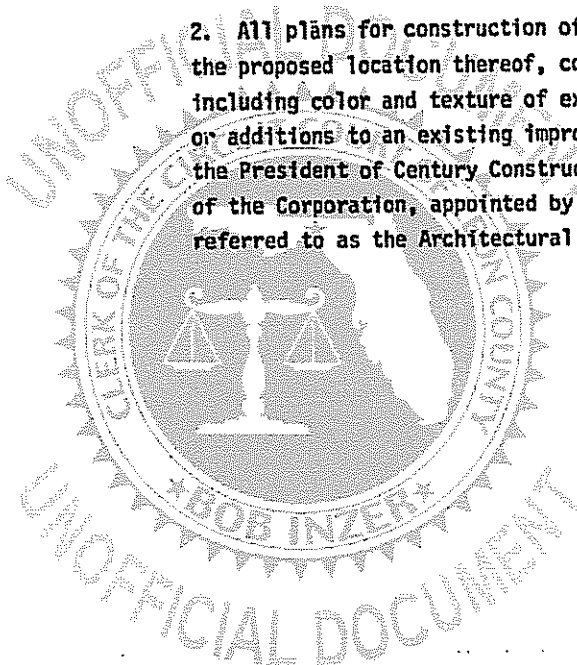
KNOW ALL MEN BY THESE PRESENTS: That Century Construction Corporation, a Florida Corporation, with its principal office and place of business in Tallahassee, Leon County, Florida, the owner in fee simple of all LAKESHORE ESTATES, UNIT NO. 6, a subdivision as per map or plat thereof recorded in Plat Book 9, Page 61, Public Records of Leon County, Florida; does hereby impose upon the lands herein above described the following covenants and restrictions to run with the land and which shall be binding on Grantor and all persons claiming by, through or under said Grantor, until January 1, 2019, at which time said covenants shall be automatically extended for successive ten (10) year periods unless a majority of the then owners of the lots shall agree to change them in whole or in part.

If Grantor, or any person claiming by, through or under Grantor, or their heirs or assigns, or any other person shall violate or attempt to violate any of the covenants herein it shall be lawful for any person or persons owning any real property situate in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages for such violation.

Invalidation of any of these covenants by judgement or court order shall in no wise affect any of the covenants and provisions contained herein which shall remain in full force and effect.

1. All lots in the subdivision shall be known and described as residential lots. No structure shall be erected, altered, placed, or permitted to remain on any of said lots, other than single family dwellings not to exceed two stories in height and a private garage or carport for not more than three cars and laundry or tool room attached to the garage or house on the ground floor.

2. All plans for construction of improvements on Residential Parcels including the proposed location thereof, construction materials, and outward appearance including color and texture of exterior materials, and construction or changes or additions to an existing improvement, shall require the approval in writing by the President of Century Construction Corporation or by committee of stockholders of the Corporation, appointed by said individual for that purpose (hereinafter referred to as the Architectural Control Committee), before any work is commenced.



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RECORDED IN THE PUBLIC
RECORDS OF LEON COUNTY, FLA.
SEP 20 4 01 PM 1985
PAUL F. H. AIRFIELD
CLERK OF CIRCUIT COURT

This instrument prepared
by Linda J. Hornby
Contract Administrator
Century Construction Corp.
P.O. Box 3359
Tallahassee, Florida

CR1177PC1438

Any change in the outward appearance of any improvement including but not limited to repainting the same in a different color, adding decorative sculptures, wrought iron grills, or the like, shall also require approval in writing by the Architectural Control Committee. If said approval is not granted or denied within thirty (30) days after submission of adequate plans and specifications, these covenants shall be considered as complied with.

3. No building shall be located upon any residential building plot nearer than 15 feet to any side-corner lot street line. No building shall be located nearer than 25 feet to any rear lot line. As to side-interior lot lines, the building set-backs may be seven and one-half (7½) feet on each side; or any combination of set-backs on each side of a lot line so that as to interior lot lines, the building will be at least 15 feet apart, provided that no side-interior building set-back on a lot shall be less than 5 feet.

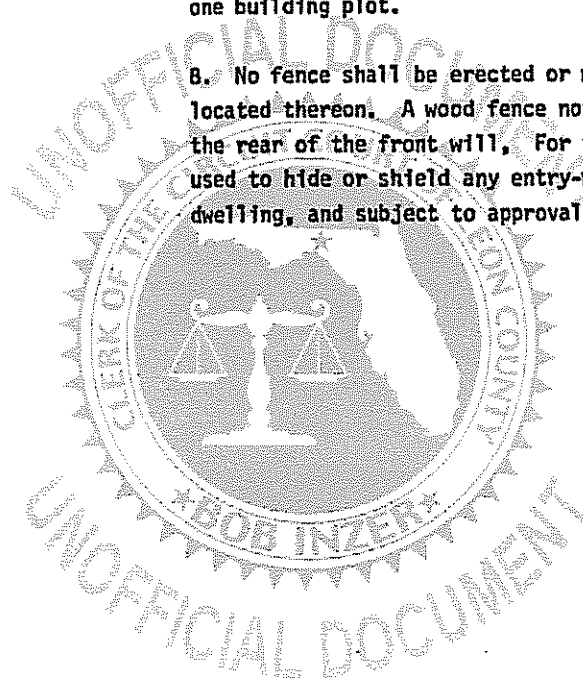
4. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. No trailer, basement, (except as otherwise herein provided) tent, shack, garage, barn, apartment, duplex, tenement house or other out-building shall be erected or placed on the property or at anytime used as a residence temporarily or permanently, nor shall any structure of any temporary character be used as a residence.

6. The ground floor area of the main structure of a dwelling shall not be less than 1350 square feet exclusive of open porches, garages and carports, in the case of a one-story structure and not less than 675 square feet in case of a structure of more than one story. All structures of more than one story shall have a total floor area of not less than 1350 square feet.

7. Nothing herein shall prevent any dwelling being built on more than one (1) lot as shown on the recorded plat, but no lot, shall be subdivided to secure more than one building plot.

8. No fence shall be erected or maintained on any lot in front of any dwelling located thereon. A wood fence not to exceed six (6) feet in height may be used to the rear of the front wall. For the purpose of these restrictions, screens or walls used to hide or shield any entry-way or terrace shall be considered a part of the dwelling, and subject to approval by the Architectural Control Committee.



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by Linda J. Hornby
Contract Administrator
Century Construction Corp.
P.O. Box 3359
Tallahassee, Florida

OR 1177 PE 1439

9. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except for dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No dwelling shall be used as a business or business office open to the general public.

10. In the event that a minor violation of any of these restrictions shall advertently occur which said minor violation shall not be of such nature to defeat the intent and purpose of these covenants, the Grantor, for a period of five (5) years from and after this date, reserves the right to waive such minor violation.

11. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary conditions. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. Grantor agrees that no lot in the above described subdivision will be sold by them, or their heirs or assigns, unless subject to all restrictions enumerated herein, except as above specified, and that the deed conveying same shall convey same subject thereto; and these covenants shall be binding upon all parties claiming under the convenators hereof and shall run with the land and be in force and effect as set out above.

IN WITNESS WHEREOF, CENTURY CONSTRUCTION CORPORATION, a Florida corporation has caused these presents to be executed and signed in its respective names by its President and its corporate seal to be affixed this 17th day of July, 1984.

WITNESSES:

Linda J. Hornby
Alison W. Barber

CENTURY CONSTRUCTION CORPORATION

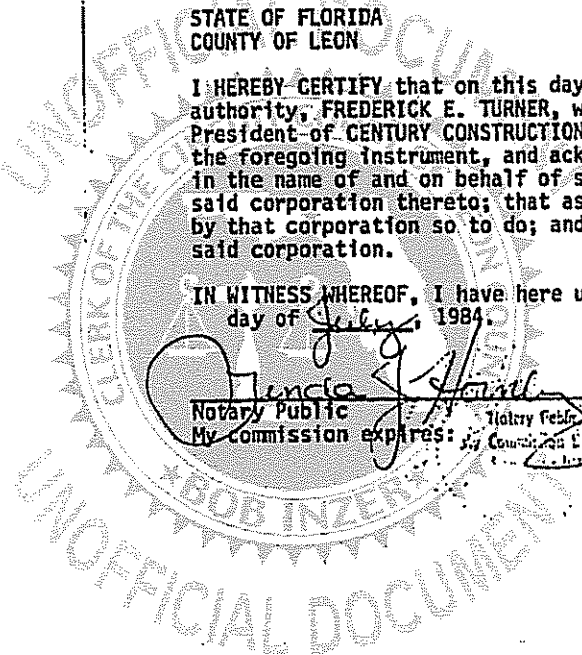
BY: Frederick E. Turner
Frederick E. Turner
President

STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this day personally appeared before me the undersigned authority, FREDERICK E. TURNER, well known to me, and known to me to be the President of CENTURY CONSTRUCTION CORPORATION, described in and who executed the foregoing instrument, and acknowledged before me that he executed the same in the name of and on behalf of said corporation, affixed the corporate seal of said corporation thereto; that as such corporate officer he is duly authorized by that corporation so to do; and that the foregoing instrument is the act of said corporation.

IN WITNESS WHEREOF, I have here unto affixed my hand and official seal this 17th day of July, 1984.

Linda J. Hornby
Notary Public
My commission expires: July 14, 1985
Notary Public, State of Florida
Commission Expires July 14, 1985



REC-690 FILE 690

STATEMENT OF INTENT OF PARTIES AS TO
CONSTRUCTION OF WARRANTY DEED

This agreement made and entered into this 13th day of
December, 1974 by and between Weatherly's, Inc., a Florida corpo-
ration, James F. Weatherly, Sr., and Bobbie M. Weatherly, his
wife, James F. Weatherly, Jr., and Mary Alice Weatherly, his wife,
Daryl Mae Weatherly Nall, as parties of the first part, and
Douglas Development Corporation, a Florida corporation, parties
of the second part.

WHEREAS, the parties of the first part made, executed
and delivered to the party of the second part a warranty deed
dated April 21, 1971 and recorded in Official Record Book 466
at Page 146 of the Public Records of Leon County, Florida,
wherein 210.58 acres of land were conveyed, and

WHEREAS, said warranty deed contained the following
restrictive covenant, to-wit:

"That all residential dwellings constructed
on said property shall contain a minimum
living space of 1,350 square feet, exclusive
of porches, attached garages, garages and
carports", and

WHEREAS, the said acreage conveyed by the said warranty
contains land zoned for residential purposes and contains
approximately sixty (60) acres zoned for commercial purposes, and
it is the intent of the parties to clarify the application of
said restrictive covenant by this instrument.

W I T N E S S E T H :

For and in consideration of the premises and other good
and valuable considerations the parties hereto stipulate, covenant
and agree with each other as follows, that the above-recited

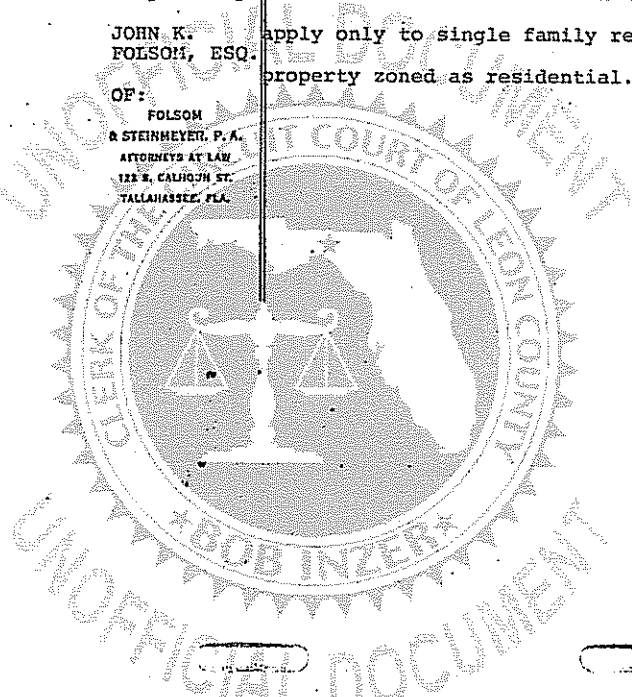
Prepared By: restrictive covenant contained in the above-described deed shall
JOHN K. FOLSOM, ESQ. apply only to single family residential structures constructed on
property zoned as residential.

OF:
FOLSOM
& STEINMEYER, P.A.
ATTORNEYS AT LAW
122 S. CALHOUN ST.
TALLAHASSEE, FLA.

327705
RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
IN THE BOOK & PAGE IND.

DEC 28 11 42 AM 1974

AT THE PUBLIC CLERK'S OFFICE
OF THE CLERK OF THE CIRCUIT COURT
OF LEON COUNTY, FLORIDA
BY PAUL F. HARTFIELD
CLERK OF CIRCUIT COURT



IN WITNESS WHEREOF, the parties hereto have executed the foregoing instrument the day and year first above written.

Signed, sealed and delivered in the presence of:

Larry S. Fitchner
Alison M. Taylor

WEATHERLY'S, INC. (Seal)

BY: James F. Weatherly
Its President



James F. Weatherly Sr. (SEAL)
JAMES F. WEATHERLY SR.

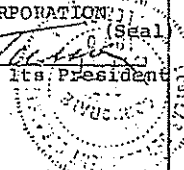
Bobbie N. Weatherly (SEAL)
BOBBIE N. WEATHERLY

JAMES F. WEATHERLY, JR.
BY: James F. Weatherly Sr.
James F. Weatherly Sr., His Attorney in Fact

MARY ALICE WEATHERLY
BY: James F. Weatherly Sr.
James F. Weatherly, Sr., Her Attorney in Fact

DARYL MAE WEATHERLY NAIL
BY: James F. Weatherly Sr.
James F. Weatherly, Sr., Her Attorney in Fact

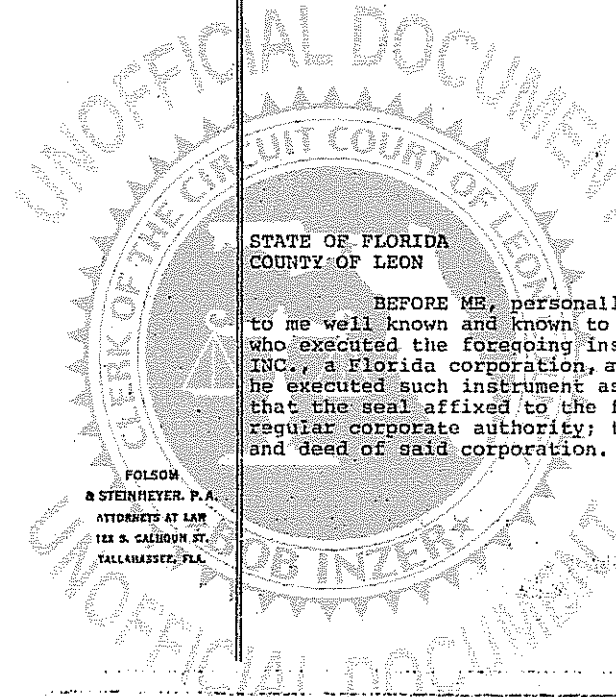
DOUGLAS DEVELOPMENT CORPORATION (Seal)
BY: Fredrick E. Turner
FREDRICK E. TURNER, Its President



STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME, personally appeared JAMES F. WEATHERLY, SR., to me well known and known to me to be the person described in and who executed the foregoing instrument as President of WEATHERLY'S INC., a Florida corporation, and acknowledged to and before me that he executed such instrument as such President of said corporation; that the seal affixed to the foregoing instrument by due and regular corporate authority; that said instrument is the free act and deed of said corporation.

FOLSON
& STEINMEYER, P.A.
ATTORNEYS AT LAW
123 S. CALHOUN ST.
TALLAHASSEE, FLA.



WITNESS my hand and official seal this 12th day of December, 1974.

Larry S. Fitchner
Notary Public, State of Florida
at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MARCH 8, 1976
BONDED THROUGH MURDOKI-HUCKLEBERRY, INC.

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 JAMES F. WEATHERLY, SR., individually and as Attorney in Fact for James F. Weatherly, Jr., Mary Alice Weatherly and Daryl Mae Weatherly Nall; and Bobbie M. Weatherly, his wife, to me known to be the persons described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same.

WITNESS my hand and official seal this 12th day of December, 1974.

Larry S. Fitchner
Notary Public, State of Florida
at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MARCH 8, 1976
BONDED THROUGH MURDOKI-HUCKLEBERRY, INC.

STATE OF FLORIDA
COUNTY OF LEON

Before me personally appeared FREDRICK E. TURNER, to me well known and known to me to be the person described in and who executed the foregoing instrument as President of Douglas Development Corporation, a Florida corporation, and acknowledged to and before me that he executed such instrument as such President of said corporation; 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; that said instrument is the free act and deed of said corporation.

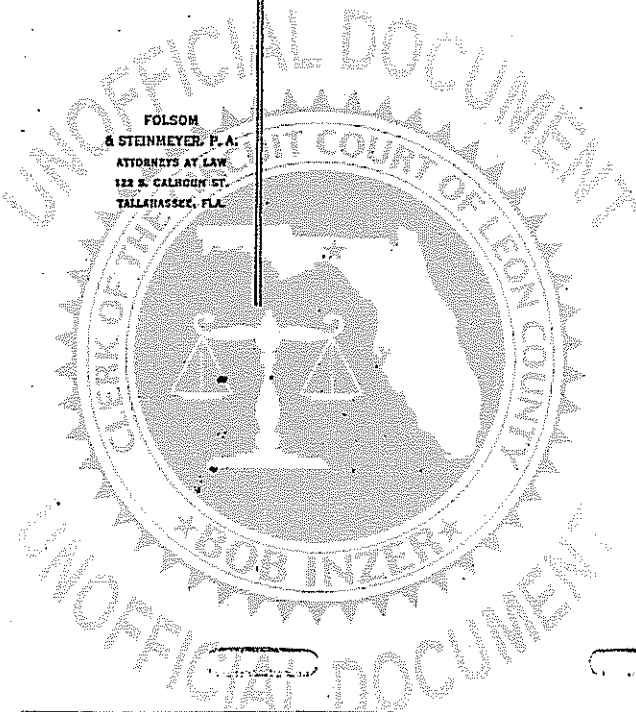
WITNESS my hand and official seal this 13th day of December, 1974.

Larry S. Fitchner
Notary Public, State of Florida
at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MARCH 8, 1976
BONDED THROUGH MURDOKI-HUCKLEBERRY, INC.

FOLSOM
& STEINMEYER, P.A.
ATTORNEYS AT LAW
122 S. CALHOUN ST.
TALLAHASSEE, FLA.



WARRANTY DLED

THIS INDENTURE, Made and entered into this 21st day of April, 1971, By and Between JAMES F. WEATHERLY, SR., and BOBBIE M. WEATHERLY, his wife, JAMES F. WEATHERLY, JR., and MARY ALICE WEATHERLY, his wife, and DARYL MAE WEATHERLY NALL, of the County of Leon, State of Florida, parties of the first part, and DOUGLAS DEVELOPMENT CORPORATION, a Florida corporation, with its principal office and place of business at in the County of Leon, State of Florida, party of the second part;

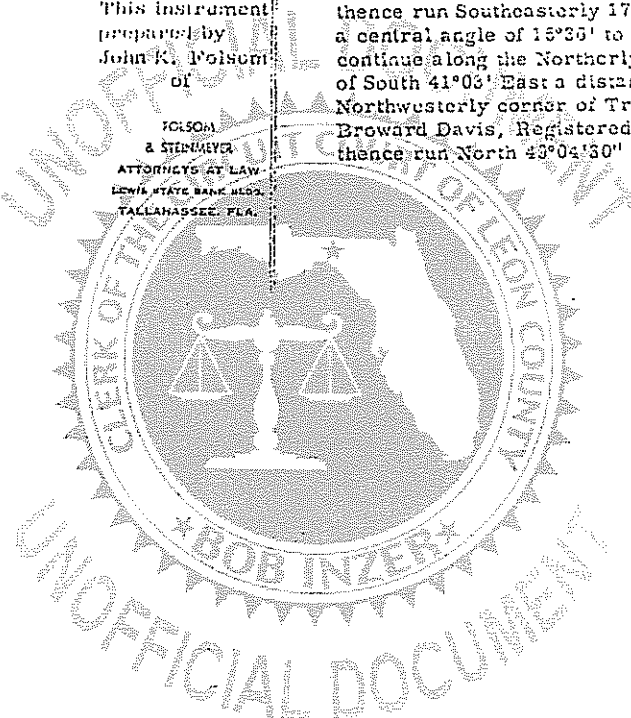
WITNESSETH, that the said parties of the first part, for and in consideration of the sum of Ten Dollars and other good and valuable considerations to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said party of the second part, its successors and assigns forever, the following described real estate, situate, lying and being in the County of Leon in the State of Florida, to-wit:

Commence at the NE corner of Section 12, Township 1 North, Range 1 West, and run thence West along the Northerly boundary of said Section 12 a distance of 44.5 feet to a point marked by a concrete monument on the Westerly boundary of Meridian Road which is the Point of Beginning; from said Point of Beginning run thence South 89° 30' West along said Northerly boundary of Section 12, 2623.51 feet; thence run South 00° 03' East 2377.30 feet to a concrete monument; thence run North 69° 45' East 984.53 feet; thence run South 21° 20' West 252.80 feet; thence run South 1° 27' East 200.00 feet to a concrete monument; thence run South 41° 53' West 410.00 feet; thence run South 83° 58' West 505.37 feet; thence run South 00° 03' East 511.60 feet to a point on the Northerly boundary of Lake Shore Drive; thence run South 50° 39' East along said Northerly boundary of Lake Shore Drive a distance of 200.48 feet to an iron pipe at the beginning of a curve; thence run Southeasterly 171.42 feet along the arc of said curve, through a central angle of 15° 35' to an iron pipe at the end of said curve, thence continue along the Northerly boundary of Lake Shore Drive on a bearing of South 41° 03' East a distance of 323.50 feet to an iron pipe at the Northwesterly corner of Tract 24 as shown on a plat prepared by Broward Davis, Registered Land Surveyor, dated January 9, 1963; thence run North 43° 04' 30" East along the Northerly boundary of said

202813 RECORDED IN THE PUBLIC RECORDS OF LEON CO. FLA. IN THE BOOK 2 PAGE 146. APR 27 10 25 AM 1971 AT THE TIME & DATE NOTED ABOVE JAMES F. WEATHERLY, JR. CLERK OF CIRCUIT COURT

This instrument prepared by John K. Tolson of

TOLSON & STEINMEYER ATTORNEYS AT LAW LEON STATE BANK BLDG. TALLAHASSEE, FLA.



REF: 466 PAGE 147

Tract 24, 400.00 feet; thence continuing along said Northerly boundary of Tract 24 and Tract 36 of said Broward Davis plat, on a bearing of North 88°32'30" East a distance of 566.18 feet to the Northeastery corner of said Tract 36 which is on the Westerly boundary of Yorktown Drive; thence run North 9°36'30" West along said Westerly boundary of Yorktown Drive 272.15 feet; thence run North 88°00' East 280.11 feet to an iron pin marking the NE corner of Lot 15, Block "D" of Meridian Estates, as per map or plat thereof recorded in the office of the Clerk of the Circuit Court of Leon County, Florida; thence run East along the Northerly boundary of said Meridian Estates 1164.37 feet to a point on the Westerly boundary of Meridian Road; thence run North 00°02'20" East along said Westerly boundary of Meridian Road 2181.79 feet to the SE corner of a tract of land decded to James C. and Cecile Clark on the 13th day of June, 1969, by deed recorded in Official Record 367 at page 47 of the official records of Leon County, Florida; thence run North 39°57'40" West along the Southerly boundary of said Tract 266.7 feet; thence run North 00°02'20" East 108.35 feet along the Westerly boundary of said tract; thence run South 88°57'40" East along the Northerly boundary of said tract 200.7 feet to a point on said Westerly boundary of Meridian Road; thence run North 00°02'20" East along said Westerly boundary 963.0 feet to the Point of Beginning. The parcel contains 210.58 acres, more or less, and is a part of Section 12, Township 1 North, Range 1 West, Leon County, Florida.

The parties of the first part own the following undivided interest in said property which is hereby conveyed: James F. Weatherly, Sr. and Bobbie M. Weatherly, his wife, own an undivided one-half interest; James F. Weatherly, Jr., owns an undivided one-fourth interest; Daryl Mae Weatherly Nail owns an undivided one-fourth interest.

SUBJECT to the following restrictive covenant which is hereby imposed on said property and shall run with the land and shall be binding on the party of the third part, its successors and assigns, to-wit:

1. That all residential dwellings constructed on said property shall contain a minimum living space of 1350 square feet, exclusive of porches, attached garages, garages and carports.

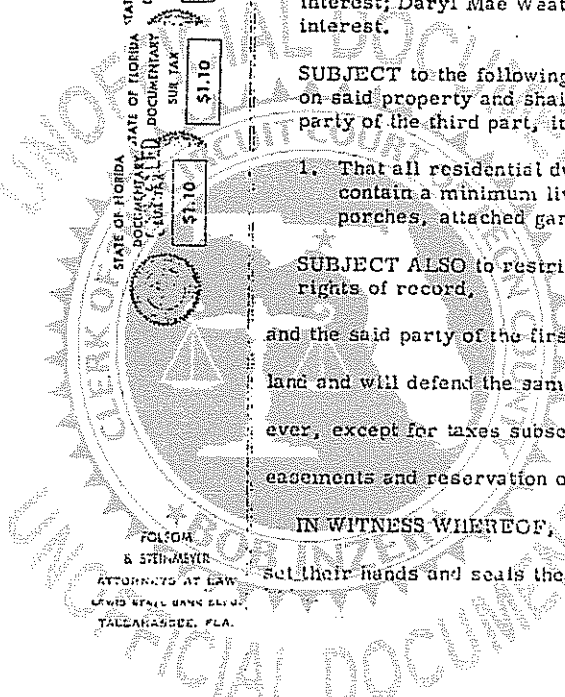
SUBJECT ALSO to restrictions, easements and reservations of mineral rights of record.

and the said party of the first part does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, except for taxes subsequent to 1970, and except as to restrictions, easements and reservation of mineral rights above referred to.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

FOLSON & STEINMEYER
ATTORNEYS AT LAW
LEWIS WALL BANK BLDG.
TALLAHASSEE, FLA.

STATE OF FLORIDA DOCUMENTARY SUR TAX \$110.00
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STATE OF FLORIDA DOCUMENTARY STAMP TAX LEON COUNTY APR 27 1971 1710

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STATE OF FLORIDA DOCUMENTARY STAMP TAX LEON COUNTY APR 27 1971 1710
LEON COUNTY

Signed, sealed and delivered in the presence of:

James F. Weatherly Sr.
Robert P. ...

James F. Weatherly Sr. (Seal)
JAMES F. WEATHERLY, SR.

STATE OF FLORIDA DOCUMENTARY STAMP TAX LEON COUNTY APR 27 1971 9900

Bobbie M. Weatherly (Seal)
BOBBIE M. WEATHERLY

JAMES F. WEATHERLY, JR. (Seal)

STATE OF FLORIDA DOCUMENTARY STAMP TAX LEON COUNTY APR 27 1971 9900

By: *James F. Weatherly Sr.*
James F. Weatherly, Sr., His Attorney in Fact

MARY ALICE WEATHERLY (Seal)

STATE OF FLORIDA DOCUMENTARY STAMP TAX LEON COUNTY APR 27 1971 9900

By: *James F. Weatherly Sr.*
James F. Weatherly, Sr., Her Attorney in Fact

DARYL MAE WEATHERLY NALL (Seal)

STATE OF FLORIDA DOCUMENTARY STAMP TAX LEON COUNTY APR 27 1971 9900

By: *James F. Weatherly Sr.*
James F. Weatherly, Sr., Her Attorney in Fact

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 JAMES F. WEATHERLY, SR., individually, and as Attorney in Fact for James F. Weatherly, Jr., Mary Alice Weatherly and Daryl Mae Weatherly Nall, and BOBBIE M. WEATHERLY, his wife, to me known to be the persons described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same.

WITNESS my hand and official seal this 22nd day of April, 1971.

Robert P. ...
Notary Public, State of Florida at Large
My commission expires: July 2, 1972

