

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 consid-  
eration 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 44.3 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, 2633.61 feet;  
thence run South 00°03' East 2377.33 feet to a concrete monument;  
thence run North 69°45' East 994.58 feet; thence run South 21°25' 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°36' 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 56°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 323.56 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, 1968;  
thence run North 43°04'50" East along the Northerly boundary of said

UNRECORDED  
288313  
RECORDED IN THE PUBLIC  
RECORDS OF LEON CO. FLA.  
ON APR 21 1971 PAGE 146  
APR 27 11 55 AM 1971  
AT THE TIME & PLACE ABOVE  
SAID INSTRUMENT WAS  
FILED FOR RECORD  
CLERK OF COUNTY COURT

This instrument  
prepared by  
John K. Folsom  
of

FOLSOM  
& STEINMEYER  
ATTORNEYS AT LAW  
LEWIS STATE BANK BLDG.  
TALLAHASSEE, FLA.

COUNTY

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 66.18 feet to the Northeastly corner of said Tract 36 which is on the Westerly boundary of Yorktown Drive; thence run North 9°56'30" West along said Westerly boundary of Yorktown Drive 272.15 feet; thence run North 83°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 deeded to James C. and Cecile Clark on the 18th 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 88°57'40" West along the Southerly boundary of said Tract 200.7 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 953.0 feet to the Point of Beginning. The parcel contains 210.55 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 Kall 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.

FOLLOM  
L. STEINMEYER  
ATTORNEY AT LAW  
ONE STATE BANK BLDG  
TALLAHASSEE, FLA.

STATE OF FLORIDA  
DOCUMENTARY  
SUR. TAX  
\$110.00

STATE OF FLORIDA  
DOCUMENTARY  
SUR. TAX  
\$110.00

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DOCUMENTARY  
SUR. TAX  
\$110.00

STATE OF FLORIDA  
DOCUMENTARY STAMP TAX  
LEON COUNTY  
APR 22 1971  
1710

Signed, sealed and delivered  
in the presence of:

*[Signature]*  
*[Signature]*

*[Signature]* (Seal)  
JAMES F. WEATHERLY, SR.

*[Signature]* (Seal)  
BOBBIE M. WEATHERLY

JAMES F. WEATHERLY, JR. (Seal)

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

MARY ALICE WEATHERLY (Seal)

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

DARYL MAE WEATHERLY NALL (Seal)

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

ORIDA  
DOCUMENTARY STAMP TAX  
\$9900

LEON COUNTY  
STATE OF FLORIDA  
DOCUMENTARY STAMP TAX  
APR 22 1971  
\$9900

LEON COUNTY  
STATE OF FLORIDA  
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APR 22 1971  
\$9900

LEON COUNTY  
STATE OF FLORIDA  
DOCUMENTARY STAMP TAX  
APR 22 1971  
\$9900

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 7<sup>th</sup> day of April, 1971.

NOTARY PUBLIC  
FORSON & STEINMEYER  
ATTORNEYS AT LAW  
LEWIS STATE BANK BLDG  
TALLAHASSEE, FLA.

*[Signature]*  
Notary Public, State of Florida at Large  
My commission expires: July 8, 1972

COUNTY

REC-690 REC-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. apply only to single family residential structures constructed on  
FOLSOM, ESQ. property zoned as residential.

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

387705  
RECORDED IN THE PUBLIC  
RECORDS OF LEON CO. FLA.  
DATE RECORDED & PAGE NO.  
OCT 26 11 42 AM 1974

REC'D  
CLERK OF COUNTY COURT  
LEON COUNTY, FLORIDA

WARRANTY DEED  
C O U N T E N E N T

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:

Lucy S. Hitchner  
Miss M. Taylor

WEATHERLY'S, INC. (Seal)

BY: James F. Weatherly Sr.  
President



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

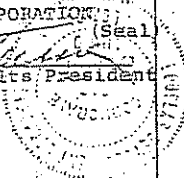
Bobbie M. Weatherly (SEAL)  
BOBBIE M. WEATHERLY

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 NALL  
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  
125 S. CALHOUN ST.  
TALLAHASSEE, FLA.

WITNESS my hand and official seal this 12<sup>th</sup> day of December, 1974.

*Larry S. Sitchner*  
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 MURDOCK-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 12<sup>th</sup> day of December, 1974.

*Larry S. Sitchner*  
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 MURDOCK-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 13<sup>th</sup> day of December, 1974.

*Larry S. Sitchner*  
Notary Public, State of Florida  
at Large  
3-8-76

My Commission Expires:  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MARCH 8, 1976  
BONDED THROUGH MURDOCK-HUCKLEBERRY, INC.

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

UNOFFICIAL COPY OF THE ORIGINAL DOCUMENT

CE  
INDEX

RESTRICTIVE COVENANTS  
OF  
LAKESHORE ESTATES NO.7  
OR 1336/1608

RECORDED IN THE PUBLIC  
OFFICE OF THE CLERK OF  
LEON COUNTY, FLORIDA  
AUG 26 2 28 PM 1957  
CLERK OF COUNTY

900024

KNOW ALL MEN BY THESE PRESENTS: That Century Development of Tallahassee, Inc., with its principal office and place of business in Tallahassee, Leon County, Florida, the owner in fee simple of all LAKESHORE ESTATES, Unit No. 7, a subdivision as per map or plat thereof recorded in Plat Book 10, Page 2, 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, 2023, at which time said covenants shall be automatically extended for successive ten (10) year periods unless a majority of the then owner's 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 Development of Tallahassee Inc., 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.  
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 (7.5) 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.

DR1336/1609

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, screen, 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.

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 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 DEVELOPMENT OF TALLAHASSEE, INC., 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 22nd day of August, 1988.

WITNESSES:

*Virginia L. Welby*  
*James J. Small*

Century Development of Tallahassee, Inc.

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 DEVELOPMENT OF TALLAHASSEE, INC., 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 24th day of August, 1988.

*Keith K. Ricketson*

Notary Public, State of Florida  
My Commission Expires March 28, 1992  
Bonded Through Troy Fair - Insurance Inc.

Prepared By:

*Century Construction Corp.*  
*8508-A Capital Circle*  
*Tall., Fl. 32301*