

STATE OF FLORIDA

COUNTY OF LEON

WHEREAS, Lynnwood Homes Inc. is the owner of the property embraced in the Lyndale Subdivision, Leon County, Florida, as evidenced by Plat of Survey of said Subdivision made by L.G. Flanagan in March, 1954, and recorded August 16, 1954 in Book 3 at page 122, in the office of the Clerk of Circuit Court of Leon County, Florida, and,

WHEREAS, the said Subdivision is intended for residential purposes only.

NOW THEREFORE, in consideration of the foregoing and the benefits flowing to the present and future owners of the property included in said Subdivision, Lynnwood Homes Inc., does hereby impose the following protective and/ or restrictive covenants which shall be applicable to all lots contained in the said Lyndale Subdivision in Leon County, Florida.

a. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.

b. No building shall be located nearer to the front line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than twenty three (23) feet to the front lot line, nor nearer than fifteen (15) feet to any side street line. No building, except a detached garage or other outbuilding located twenty three (23) feet or more from the front lot line, shall be located nearer than five (5) feet to any side lot line.

c. No residential structure shall be erected or placed on any building plot, which plot has an area of less than eight thousand (8,000) square feet or a width of less than fifty five (55) feet at the front building setback line.

d. 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.

e. No trailer, basement, tent, shack, garage, barn, or other outbuilding 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.

f. No dwelling costing less than four thousand five hundred (\$4,500) dollars 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 six hundred fifty square feet (650).

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until the year of our Lord Nineteen Hundred Eighty Five (1985) at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

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.

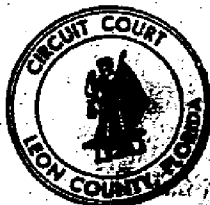
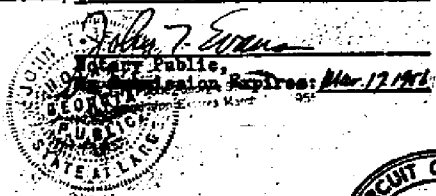
Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Lymanwood Homes Inc., has caused its duly authorized official to execute this instrument on this the fifteenth (15) day of November nineteen hundred fifty four (1954).

LYMANWOOD HOMES INC., (SEAL)

By: *W. J. Mangham*
Vice President

Signed, sealed and delivered in the presence of:



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AT THE TIME AND DATE NOTED
GEN. S. CHRISTOPHER
CLERK OF CIRCUIT COURT