

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That FRED E. DEEB and LEONE DEEB, his wife, and PRISCO RECUPERO and ANTONETTA G. RECUPERO, his wife, the owners in fee simple of all of MELODY HILLS, Unit No. 2, as per map or plat thereof recorded in Plat Book 5, Page 36, of the Public Records of Leon County, Florida, do hereby impose upon the said lands hereinabove described the following covenants and restrictions to run with the land, which covenants and restrictions shall be binding on all parties and all persons claiming under them until January 1, 1999, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the lots in said subdivision it is agreed to change such covenants in whole or in part.

If the parties hereto, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person, firm or corporation owning any real property situate in said above-described land to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and intervening to prevent him or them from so doing, or to recover damages or other dues for such violation.

Invalidating of any 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.

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

NOV 21 4 42 PM 1969

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

This instrument was prepared by:

ROLF HASTINGS

of KEEN, O'KELLEY & SPITZ  
Attorneys at law  
Post Office Box 1879  
Tallahassee, Florida 32302

A. All lots in the subdivision shall be known and described as residential lots and no structure shall be erected, altered, placed or permitted to remain on any residential building lot other than a one (1) detached single-family dwelling not to exceed two (2) stories in height and a private garage for not more than three (3) cars, and a laundry or tool room attached to the garage on the ground floor.

B. No house-trailer, tent, barn, tourist cottage, apartment, duplex apartment, or tenement house shall be erected or placed upon said property.

C. There shall be no fences on the front of any residential lot and no side fences except such side fences as shall commence at a point no nearer the street than the back line of the house. All fences erected shall be decorative in nature.

D. No residence shall be erected nearer than thirty (30) feet from the street which said residence faces, or nearer than ten (10) feet from one side lot line, and not nearer than eight (8) feet from the other side lot line.

E. No part of said property shall be used in any way so as to create or become a nuisance per se.

F. No residence shall be erected or placed on any building plot which plot has an area of less than 10,000 square feet or a width of less than 80 feet at the front building set back line.

G. The ground floor area of the main structure exclusive of one-story open porches and garages shall not

be less than 1,200 square feet in the case of a one-story structure and not less than 625 square feet in the case of a structure of more than one (1) story.

H. 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 an architectural control committee as to quality and workmanship and materials, harmony of external design and existing structures, and as to location with respect to topography and finished grade elevation. The architectural control committee shall consist of Fred E. Deeb and not more than two (2) other persons selected by him. A majority of the committee may designate a representative to act for them.

I. The grantors, their heirs or assigns, or the owner of any property, or part thereof, hereinabove described, shall have the right to enforce by proper legal proceedings in any court full compliance by any other owner of said property, or any part thereof, of all of the restrictions and conditions herein expressed. The grantors agree that no lot in the above-described subdivision will be sold by them, or their heirs or assigns, unless subject to all of the 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 covenants hereof and shall run with the land and be in force and effect as set out above.

J. No residential lot shown on the recorded plat of this subdivision shall be resubdivided into building lots,

and no more than one (1) single-family residence shall be placed on any one (1) building lot.

IN WITNESS WHEREOF, the undersigned as owners of said land, have hereunto set their hands and seals this 20th day of November, 1969.

Fred E. Deeb (SEAL)  
FRED E. DEEB, Individually

LEONE DEEB

By: Leone Deeb (SEAL)  
Fred E. Deeb  
As Her Attorney in Fact

Prisco Recupero (SEAL)  
PRISCO RECUPERO

Antonetta G. Recupero (SEAL)  
ANTONETTA G. RECUPERO

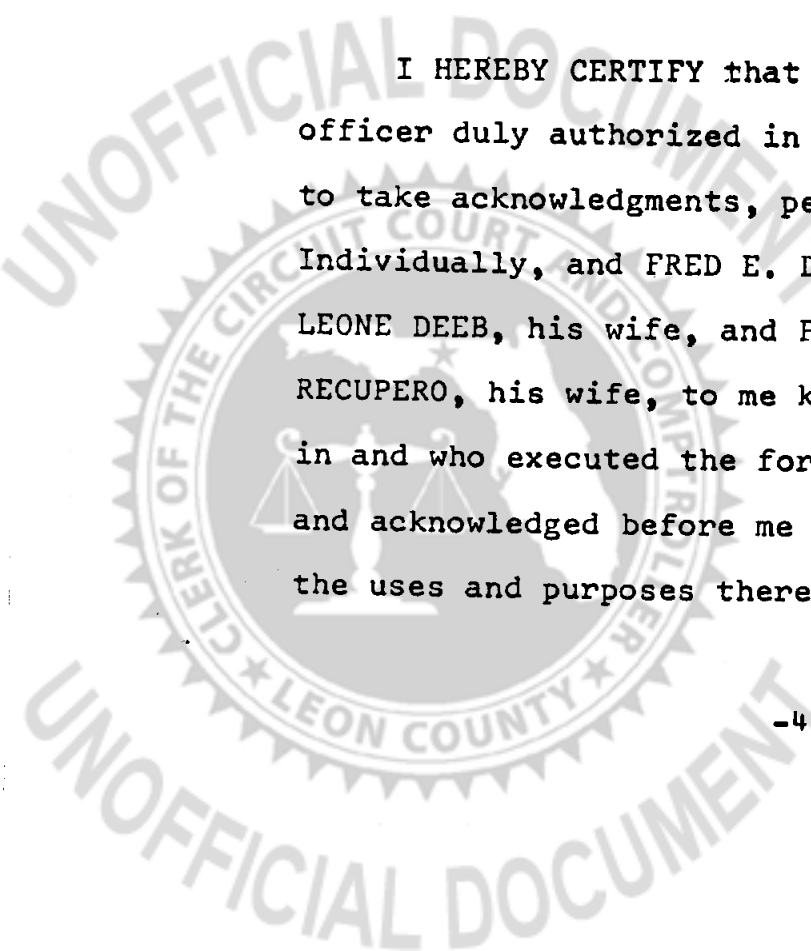
Signed, sealed and delivered in the presence of:

Elizabeth P. Belcher

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 FRED E. DEEB, Individually, and FRED E. DEEB, as Attorney in Fact for LEONE DEEB, his wife, and PRISCO RECUPERO and ANTONETTA G. RECUPERO, his wife, to me known to be the persons described in and who executed the foregoing restrictive covenants, and 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 last aforesaid, this 21st day of November, 1969.

*Elizabeth P. Belcher*  
NOTARY PUBLIC

Notary Public, State of Florida at Large  
My Commission Expires Apr. 1, 1973  
Bonded by Transamerica Insurance Co.

4/1/73

(NOTARIAL SEAL)

