

STATE OF FLORIDA:
COUNTY OF LEON:

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 27
of October 1971, by ROWELL PROPERTIES, INC., a corporation chartered un-
der the laws of the State of Florida and having its principal office in Tallahassee,
Florida.

W-I-T-N-E-S-S-E-T-H

THAT, WHEREAS, said corporation is the owner of the subdivision known as PINE
FOREST and being a subdivision of all of those certain lots, tracts or parcels of
land situate, lying and being in Leon County, Florida, and commencing at the South-
west corner of Section 4 Township 1 South, Range 1 East, Leon County, Florida, and
run thence North 1527.94 feet; thence East 825 feet; thence South 1534.13 feet;
thence South 89 degrees 18 minutes East 162.66 feet to a concrete monument, said con-
crete monument being the Point Of Beginning; from said Point Of Beginning run thence
North 0 degrees 09 minutes West 1475.83 feet to a concrete monument lying on the
South boundary of the right-of-way of Old St. Augustine Road; thence South 68 degree
46 minutes East 647.95 feet along the South boundary of the right-of-way of Old St.
Augustine Road to an iron pipe, thence South 1247.0 feet to an iron pipe; thence
North 89 degrees 18 minutes West 604.10 feet to the Point Of Beginning, containing
18.39 acres, more or less, said plat recorded hat Book 6 Page 36,
Public Records, Leon County, Florida.

WHEREAS, it is to the interest, benefit and advantage of ROWELL PROPERTIES, 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 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 ROWELL PROPERTIES, INC., and each and every subsequent owner of any
of the lots in said subdivision, said ROWELL PROPERTIES, INC., does hereby set up,
establish promulgate and declare the following protective covenants to apply to all
of said lots and to all persons owning said lots or any of them. therea...
protective covenants shall become effective immediately and run with

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RECORDS OF LEON CO. FLA.
BY THE CLERK & WITNESSES
OCT 29 10 26 AM 1971
THE CLERK OF THE DISTRICT COURT
WALTER HANSTFIELD
CLERK OF CIRCUIT COURT

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shall be binding on all persons claiming under them:

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars.

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 altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in 14 below.

3. No building shall be located on any lot nearer than 30 feet to the front lot line, nor nearer than 15 feet to any side street line, nor nearer than 6 feet to one interior lot line and 10 feet to the other, being a total of 16 feet to any side lot line. If a residence building shall be erected on more than one lot by a person owning the several lots, then the restrictions contained in this paragraph apply to the composet of the lots.

4. No residence shall be erected or allowed to occupy any portion of any lot of said subdivision unless the heated area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1000 square feet.

5. No fence or wall of any kind shall be erected upon or allowed to occupy any of the said lots except as may be approved by the Architectural Control Committee.

6. 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.

7. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

8. 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.

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

10. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected maintained or permitted upon any lot.

11. 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 that they are not kept, bred or maintained for any commercial purpose.

12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot unless such system is designed located and constructed in accordance with the requirements, standards and recommendations of Leon County Health Department. Approval of such systems as installed shall be obtained from such authority.

14. ARCHITECTURAL CONTROL COMMITTEE.

a. MEMBERSHIP. The architectural control committee is composed of at least three members. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee.

the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee.

b. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writings. In the event the committee, or its designated representative, fails to approve or disapprove within 30-days after the plans and specifications have been submitted to it, or in any event, approval will not be required.

15. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 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.

16. ENFORCEMENT. Enforcement shall be by proceeding law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violating or to recover damages.

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

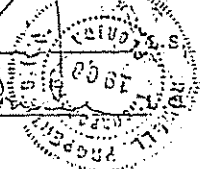
18. The owners reserve unto themselves the right to release at any time of the property in the aboved named subdivision from any minor violations of the foregoing restrictions.

IN WITNESS WHEREOF, said Rowell Properties, Inc. has caused these present to be executed in Tallahassee its President, and its corporate seal attested by its Secretary to be hereunto affixed on the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]
Notary Public, County, Florida
LEON 6-3-75
My Commission Expires June 3, 1977

ROWELL PROPERTIES, INC.
Subdivision Owner
By: *[Signature]*
President
ATTEST: *[Signature]*
Secretary



REC. 529 PAGE 113

JOINDER IN RESTRICTIVE COVENANTS

WHEREAS, on October 27, 1971, Rowell Properties, Inc., did impose certain restrictive covenants upon 18.39 acres, more or less, which was platted as Pine Forest subdivision, according to the plat thereof recorded in Plat Book 6, page 36, of the public records of Leon County, Florida; and,

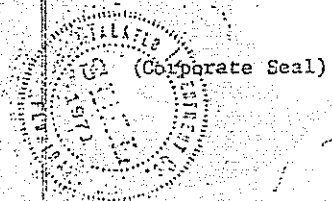
WHEREAS, at the time said restrictive covenants were imposed upon the lots in said subdivision, Talaflo Investment Co., a Florida corporation, was in fact the owner in fee simple of the 18.39 acres, more or less, embraced in said plat of Pine Forest subdivision; and,

WHEREAS, Talaflo Investment Co. wishes to approve, concur in and adopt the restrictive covenants as set forth in said instrument recorded in Official Records Book 493, page 421, of the public records of Leon County, Florida;

NOW, THEREFORE, Talaflo Investment Co. does hereby join in the declaration of said restrictive covenants hereinabove referred to and does hereby ratify and approve said covenants the same as if it had imposed said restrictive covenants on the land described in said plat on the 27th day of October, 1971, the date of the recording of said covenants in Official Records Book 493, page 421, of the public records of Leon County, Florida.

IN WITNESS WHEREOF, Talaflo Investment Co. has caused these presents to be executed in its name by its officer, duly authorized in the premises, and its corporate seal to be affixed, this 17th day of June, A. D. 1972.

This instrument was prepared in the law office of
AUSLEY, AUSTLEY, McMULLEN, McNEHEE & CAROTHERS
Tallahassee, Florida Building, Tallahassee, Florida
By E. MARTIN McNEHEE



TALAFLO INVESTMENT CO.

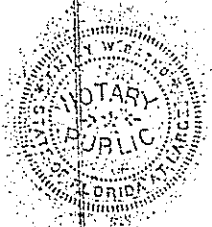
By J. Edwin White
J. Edwin White
As its President

OFF. REC. 529 PAGE 114

STATE OF FLORIDA,
COUNTY OF LEON.

BEFORE ME, the undersigned authority, this day personally appeared J. EDWIN WHITE, as President of TALAFLO INVESTMENT CO., a Florida corporation, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein expressed, that he affixed thereto the official seal of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Tallahassee, Leon County, Florida, this 12th day of June, A. D. 1972.



Emmanuel W. Bolko
NOTARY PUBLIC, State of Florida at Large
Notary Public, State of Florida at Large.
My Commission Expires: Aug. 6, 1972.

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RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
IN THE BOOK & PAGE IND.
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AT THE TIME & DATE NOTED
PAUL F. MARTSFIELD
CLERK OF CIRCUIT COURT

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RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
IN THE BOOK & PAGE NO.

OFF. REC. 534 PAGE 599

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JOINDER IN DEDICATION

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

WHEREAS, the plat of Pine Forest subdivision was dedicated on July 15, 1971, by Rowall Properties, Inc., a Florida corporation, said plat being accepted and recorded on October 26, 1971, in Plat Book 6, page 36, of the public records of Leon County, Florida; and,

WHEREAS, at the time of the dedication of said plat, Talaflo Investment Co., a Florida corporation, was in fact the owner in fee simple of the 18.39 acres as described on said plat by virtue of a warranty deed dated April 20, 1971, recorded in Official Records Book 465, page 682, of the public records of Leon County, Florida; and,

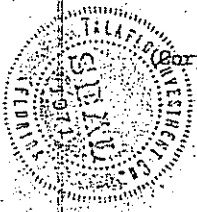
WHEREAS, at the time of the dedication of said plat and at all times since said dedication, Talaflo Investment Co. was and is the owner of all land shown by said plat as being dedicated for public use, including all roads, streets, alleys and other rights of way, all parks and recreation areas and all easements for utilities, drainage and all other purposes incident thereto as shown and depicted on said plat; and,

WHEREAS, Talaflo Investment Co. has examined said plat and approves of same as shown by the official plat recorded in Plat Book 6, page 36, of the public records of Leon County, Florida;

NOW, THEREFORE, Talaflo Investment Co. does hereby join in the dedication of said plat and does hereby confirm said dedication, with the same force and effect as if it had executed the plat at the time of its original dedication and recording, reserving, however, unto the said Talaflo Investment Co., its successors and assigns, the reversion or reversion in and to all roads, streets, alleys and other rights of way, all parks and recreation areas and all easements for utilities, drainage and all other purposes incident thereto, should the same be renounced, disclaimed, abandoned or the use thereof discontinued as prescribed by law by appropriate official action of the proper officials having charge of jurisdiction thereof.

This instrument was prepared in the law office of
AUSLEY, AUBLET, McMULLIN, McGENEE & CAROTHERS
Reynolds Square Building, Tallahassee, Florida
By E. MARTIN McGENEE

IN WITNESS WHEREOF, Talaflo Investment Co. has caused these presents to be executed in its name by its officer, duly authorized in the premises, and its corporate seal to be affixed, this 12th day of June, A. D. 1972.



(Corporate Seal)

TALAFLO INVESTMENT CO.

By J. Edwin White
J. Edwin White
As its President

STATE OF FLORIDA,
COUNTY OF LEON.

BEFORE ME, the undersigned authority, this day personally appeared J. EDWIN WHITE, as President of TALAFLO INVESTMENT CO., a Florida corporation, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein expressed, that he affixed thereto the official seal of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Tallahassee, Leon County, Florida, this 12th day of June, A. D. 1972.



Emily W. Batta
NOTARY PUBLIC, State of Florida at Large
Notary Public, State of Florida at Large.
My Commission Expires Aug. 6, 1974.

My Commission Expires: _____