

3/7/78

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RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
IN THE BOOK 3 PAGE 1ND.

REC 915 PAGE 2228

Dec 21 11 10 AM 1978

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

RESTRICTIVE COVENANTS
OF
PLANTATION WOODS

THIS INDENTURE, made, executed and delivered this 21
day of December, 1978, by WEST FLORIDA CONSTRUCTION CO.,
INC., a Florida corporation, organized and existing under the
laws of the State of Florida, with its principal office and place
of business in Tallahassee, Leon County, Florida.

W I T N E S S E T H :

THAT, WHEREAS, said corporation is the owner of the sub-
division known as Plantation Woods, being a subdivision of land
situate, lying and being in Leon County, Florida, and described
as follows:

All of PLANTATION WOODS, a subdivision as per
map or plat thereof recorded in Plat Book 8,
Page 21, of the Public Records of Leon
County, Florida.

WHEREAS, it is to the interest, benefit and advantage of
WEST FLORIDA CONSTRUCTION CO., 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 shall 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 WEST FLORIDA CONSTRUCTION
CO., INC., and each and every subsequent owner of any of the lots
in said subdivision, said corporation 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, hereafter; these protective covenants shall become
effective immediately and run with the land and shall be binding
upon all persons claiming under and through WEST FLORIDA CONSTRUC-
TION CO., INC.

This instrument prepared by
ZEN H. WILKINSON of
PENNINGTON & WILKINSON
Attorneys at Law
Post Office Box 3995
Tallahassee, Florida 32303

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 (1) detached single-family dwelling not to exceed two and one-half (2-1/2) stories in height and private garage for not more than two (2) 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 structure, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or located on any lot nearer to any street than the front of the dwelling situated thereon. Approval shall be as provided in paragraph eleven (11) below.

3. DWELLING SIZE. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one-story open porches and garages, shall contain at least seven hundred (700) square feet for a one-story dwelling, and at least five hundred (500) square feet for a dwelling of more than one story exclusive of carport, garage, open porches, etc.

4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than twenty-five (25) feet to the front lot line, or nearer than fifteen (15) feet to any side street line. No building shall be located nearer than seven and one-half (7-1/2) feet to each side or any combination of setbacks on each side that equals at least fifteen (15) feet, provided that no such setback shall be less than five (5) feet. No dwelling shall be located on any interior

lot nearer than thirty-five (35) feet to the rear lot line. For the purposes of this covenant, eaves, and open porches shall not be considered as a part of any building; provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than sixty (60) feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than eight thousand seven hundred fifty (8,750) square feet.

6. 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.

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

8. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet to advertise the property for sale or lease.

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

10. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from

the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

11. ARCHITECTURAL CONTROL COMMITTEE.

a. MEMBERSHIP. The architectural control committee initially shall be composed of three (3) persons to be appointed by WEST FLORIDA CONSTRUCTION CO., INC. 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 the services performed pursuant to this covenant.

b. PROCEDURES. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, or any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

12. 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 thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (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.

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

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

15. AMBIGUITIES. So long as WEST FLORIDA CONSTRUCTION CO., INC. owns any lot or lands within the above-described property, it may amend these restrictive covenants if it is deemed necessary by the Board of Directors to clarify any ambiguities. WEST FLORIDA CONSTRUCTION CO., INC. further reserves the right and shall have the power to grant variances and/or waivers as to any violations of these restrictive covenants which WEST FLORIDA CONSTRUCTION CO., INC. deems to be insubstantial in nature and in material violation hereof.

DONE AND EXECUTED this 20th day of December.

1978.

WITNESSES:

Cynthia L. [Signature]
John D. Boyce

WEST FLORIDA CONSTRUCTION CO., INC.

BY: Lomax Smith
LOMAX SMITH, President

(CORPORATE SEAL)
(not shown)

STATE OF FLORIDA,
COUNTY OF LEON.

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LOMAX SMITH to me known to be the person described as President of WEST FLORIDA CONSTRUCTION CO., INC., a Florida corporation, in and who executed the foregoing RESTRICTIVE COVENANTS OF PLANTATION WOODS, and acknowledged before me that that person executed the foregoing RESTRICTIVE COVENANTS OF PLANTATION WOODS in the name of and for that corporation, affixing the corporate seal of that corporation thereto; that as such corporate officer that person is duly authorized by that corporation to do so; and that the foregoing RESTRICTIVE COVENANTS OF PLANTATION WOODS is the act and RESTRICTIVE COVENANTS OF PLANTATION WOODS of that corporation.

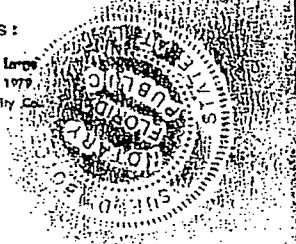
WIT REC. 915 PAGE 2233

WITNESS my hand and official seal in the County and State
named above this 20th day of December, A. D. 1978.

Sue D. Boyce
NOTARY PUBLIC
My Commission Expires:

Notary Public, State of Florida of Large
My Commission Expires June 11, 1979.
Bonded By American Fire & Casualty Co.

6-11-79



SRD NO. 112.1
SECTION 55504-2601
STATE ROAD 9-263-A
COUNTY Leon

RIGHT OF WAY EASEMENT

REC'D ALL MEN BY THESE PRESENTS that Millard F. Caldwell and Mary Harwood Caldwell, his wife, as Grantors, in consideration of One Dollar and other valuable considerations to them in hand paid, receipt whereof is acknowledged, do hereby grant and convey unto the STATE OF FLORIDA, as Grantee, and its assigns, a perpetual and exclusive easement for right of way for public road purposes over, under, upon and across the following described lands situate in Leon County, Florida, to-wit:

That part of:

All lands lying between Lot X and Lot 616, and Lot 606 and Lot 604, of Section 6, Township 1 North, Range 1 West; between the South boundary of Section 8 and the North boundary of Section 17, Township 1 North, Range 1 West; between Lot 615 and Lot 614, Section 17, Township 1 North, Range 1 West, delineated on the Florida Pecon Endowment Company plat, recorded in Plat Book 1, at pages 4 and 5 of the public records of Leon County.

ALSO:

Lot "X", Lot 616, Lot 606, Lot 604 in said Section 8;

ALSO:

Lot "ZZ", Lot 614, Lot 615 in said Section 17.

ALSO:

Lots 600, 601, 602, 603, 287, 288, 289, 290, 291, 293, 294, 297, 298 in Section 9, Township 1 North, Range 1 West of said Florida Pecon Endowment Company Subdivision.

ALSO:

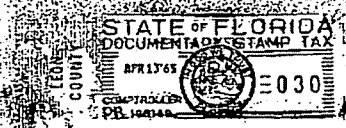
The land lying between Lots 601 and 602, and between Lots 288, 289, 290 and 291.

EXCEPT:

"A right of way for public road 60 feet in width lying 30 feet of the following described centerline: Commence at a point being the Southeast corner of Lot No. 302A in the subdivision of Section 9, Township 1 North, Range 1 West as shown by plat of the same filed in the office of the Clerk of the Circuit Court of Leon County, Florida, and recorded in Plat Book 1, page 4, and run thence North on the East boundary line of said Lot No. 302A a distance of 93 feet, thence run South 58 degrees 25 minutes East 328.3 feet to a point, thence run South 4 degrees 05 minutes West a distance of 35.6 feet to the point of beginning of said center line, thence continue South 4 degrees 05 minutes West a distance of 1921.75 feet to a point of curve, thence run in a Southwesterly direction along a curve to the right with a radius of 346.85 feet and a central angle of 71 degrees 35 minutes for a distance of 433.4 feet to point of tangent,

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APR 17 1965
PAUL E. HARRISFIELD
CLERK OF THE CIRCUIT COURT

DOCUMENTARY STAMPS
STATE
FEDERAL



thence run South 75 degrees 40 minutes West 1656.8 feet to point of curve, thence in a Southwesterly and Southerly direction along a curve to the left with a radius of 345.19 feet and a central angle of 75 degrees 45 minutes for a distance of 456.32 feet to point of tangent and the end of said centerline."

lying within 50 feet each side of the following described line: Begin at the Southwest corner of Section 8, Township 1 North, Range 1 West (Northwest corner of Section 27, Township 1 North, Range 1 West); thence South 89°48'30" East 1666.42 feet to a point; thence North 89°30'50" East 2743.56 feet to the beginning of a curve, concave to the Northwesterly having a radius of 1910.08 feet; thence run Northeasterly 763.15 feet along said curve through a central angle of 22°53'40" to the end of curve, said point being the beginning of a curve, concave to the Southeasterly having a radius of 5846.51 feet; thence run Northeasterly 170.40 feet along said curve through a central angle of 1°40'12" to the East line of said Section 8 (West line of Section 9, Township 1 North, Range 1 West) at a point 2421.89 feet South of the Northeast corner of the SE 1/4 of said Section 8 (Northwest corner of the SW 1/4 of said Section 9); thence continue Northeasterly 671.44 feet along said curve through a central angle of 6°34'48" to the end of curve; thence North 74°52'10" East 421.73 feet to a point, said point being a bearing equation of North 74°52'10" East Back = North 74°50'40" East Ahead; thence North 74°50'40" East 506.48 feet to the beginning of a curve, concave to the Northwesterly having a radius of 619.02 feet; thence run Northeasterly 1022.54 feet along said curve through a central angle of 71°34'40" to the end of curve; thence North 3°16' East 1622.54 feet to the centerline of State Road 157 said point being the end of line herein described; containing 2.94 acres, more or less, exclusive of area within 40 feet each side of the above described line which is existing right of way.

STATE ROAD DEPARTMENT OF FLORIDA
DIVISION OF RIGHTS OF WAY
DESCRIPTION APPROVED
APR 1 1965 BY S.C.

TO HAVE AND TO HOLD the same unto said Grantee and its assigns, together with the right to enter upon said land and construct and maintain a public road thereon, with all such fills, cuts, drains, ditches and other incidents which the Grantee may deem necessary or convenient in connection therewith and together with immunity unto the said Grantee from all claims for damage to Grantors' contiguous lands, if any, arising from or growing out of such construction and/or maintenance.

IN WITNESS WHEREOF the Grantors have hereunto set their hands and seals this 6th day of April, 1965.

Signed, sealed and delivered in presence of:

Anne C. Baetta
Bessie A. Saunders

Signature of TWO witnesses required above by Florida law

Willard F. Caldwell (Seal)
Mary Harwood Caldwell (Seal)

STATE OF Florida
COUNTY OF Leon

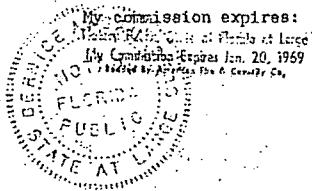
Before me, the undersigned authority, this day personally appeared

Millard F. Caldwell and his wife Mary Harwood Caldwell

to me well known and known to me to be the individual g described in and who executed the foregoing instrument, and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 6th day of April,

A. D. 196 65



Bernice A. Saunders
Notary Public in and for
the County and State aforesaid.

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, this day personally appeared

_____ to me well known and known to me to be the individual _____ described in and who executed the foregoing instrument, and acknowledged before me that _____ executed the same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____,

A. D. 196__.

My commission expires:

Notary Public in and for
the County and State aforesaid