

DEED 258 PAGE 291

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, RICHLAND DEVELOPMENT CORPORATION, a Florida corporation, is the owner, in fee simple, of a subdivision located in Leon County, Florida, known as RICHLAND SUBDIVISION, UNIT NO. 3, according to that certain plat thereof recorded in Plat Book 4 at page 21, of the public records of Leon County, Florida, and

WHEREAS, the owner is now in the process of developing such property into a residential area in or near the City of Tallahassee, Leon County, Florida, and

WHEREAS, the said owner desires to create certain restrictive covenants to run with the lots situated in said subdivision so that said lots shall be secured for the period hereinafter specified, and such covenants are solely for the purpose of establishing a permanent and substantial community within said subdivision.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

1.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1987, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of a majority of the then owners of the lots it is agreed to change said restrictive covenants in whole or in part.

2.

If the parties hereto, or any of them or their heirs, or assigns, shall violate or attempt to violate any part 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.

3.

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.

4.

All lots in the tract shall be known, designated and used as residential lots. No structures shall be erected, altered, placed or permitted to remain on a residential building plot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars and a servant's room, tool room or storage room attached to the ground floor of the garage.

5.

No building shall be located on any residential building plot nearer than 35 feet to the front lot line, nor nearer than 15 feet to any side street line. No building except a detached garage or other outbuilding located 75 feet or more from the front lot line shall be located nearer than 10 feet to any interior side plot line.

6.

No residential structure shall be placed on any building plot unless the same contains at least one entire lot according to the recorded plat of Richland Subdivision, Unit No. 3.

7.

No horses, sheep, cows, goats, swine or poultry shall be kept, raised, or maintained on the hereinabove described area.

8.

No trade or commercial activity shall be carried on upon any lot or plot within the above-described area and no commercial

LAW OFFICES  
HOPKINS & FOLSON  
LEWIS STATE BANK BLDG.  
TALLAHASSEE, FLA.

DEED 258 PAGE 293

advertising or display signs and no large or unsightly signs shall be permitted on said land, provided, however, nothing herein contained shall be construed to prevent the developer or its agents from erecting or maintaining on any part of said land owned by it such commercial and display signs or such temporary structure as may be reasonably required by it for development and sale purposes.

9.

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.

10.

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.

11.

No dwelling shall be less than 1250 square feet in the body of the main structure exclusive of any open porches, garages, car-ports and other appurtenances.

12.

No building shall be erected on any lot in said subdivision unless the design and location of such building have been approved in writing by a Committee appointed by the Grantor herein before named, its successors and assigns, or by a Committee elected by a majority of the owners of lots in said subdivision; however, in the event such Committee is not in existence or fails to approve or disapprove such design or location within 15 days after the same has been submitted to such committee, then such approval by such Committee will not be required, provided the design and location of such building conforms to and are in harmony with existing structures in said subdivision. In any case, either with or without the approval of the Committee, no dwelling shall be constructed on said property which does not comply with the square

footage and set back requirements as set forth above.

13.

RICHLAND DEVELOPMENT CORPORATION, owner, reserves the right to waive minor violations of restrictions until such time as the hereinabove described property has been developed and sold in its entirety.

IN WITNESS WHEREOF, the said RICHLAND DEVELOPMENT CORPORATION has caused this instrument to be signed in its name by its President and its corporate seal to be affixed the 22nd day of June, 1960.

Signed, sealed and delivered RICHLAND DEVELOPMENT CORPORATION

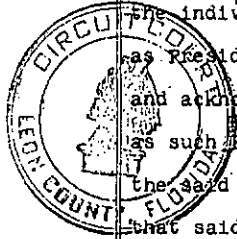
in the presence of:

John K. Folsom  
Lawrence Sever

By: Walter S. Richardson II  
WALTER S. RICHARDSON, II,  
President

STATE OF FLORIDA  
COUNTY OF LEON

Before me, the undersigned authority, personally appeared WALTER S. RICHARDSON, II, to me well known and known to me to be the individual described in and who executed the foregoing instrument as President of the above named RICHLAND DEVELOPMENT CORPORATION and acknowledged to and before me that he executed such instrument as such President, of said corporation, and that the seal affixed to the said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.



WITNESS my hand and official seal this 22nd day of June,

A. D. 1960.

100944

RECORDED IN THE PUBLIC  
RECORDS OF LEON CO. FLA.  
INDEXED

JUN 22 1960

LAW OFFICES  
HOPKINS & FOLSOM  
LEWIS STATE BANK BLDG.  
TALLAHASSEE, FLA.



Earline C. Watterson  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Aug. 30, 1963  
Bonded by American Surety Co. of N. Y.