

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That we, Victor M. Cawthon and Richard L. Wilson, as Covenantors and Trustees under that certain trust deed dated May 30, 1955, and recorded in Deed Book 186, Page 318 of the public records of Leon County, Florida, and by virtue of that deed the owners in fee simple of a tract of land known as San Luis Ridge, Unit No. Two, a subdivision in W $\frac{1}{2}$ of Sec. 27, T-1-N, R-1-W in Leon County, Florida, according to the map or plat thereof recorded in Plat Book 3, Page 215, 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 and which shall be binding on all parties and all persons claiming under it until January 1, 1988, 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 such 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, firm or corporation, owning any real property situated in said subdivision to prosecute any proceedings 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.

- A. All numbered 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 one detached single-family dwelling not to exceed two stories in height and a private garage, and a laundry or tool room attached to the garage on the ground floor.
- B. No more than one single-family residence shall be placed on any one building lot.
- C. No residential building or structure shall be located nearer than forty feet to the front lot line.

- D. No building or structure shall be constructed or built on any residential lot in such a manner as to leave less than ten (10') feet between the side boundary of the lot on one side and the portion of the building or structure nearest that boundary, and less than fifteen (15') feet between the other side boundary of the lot and the portion of the building or structure nearest it, and less than fifteen (15') feet between the rear boundary of the lot and the portion of the building or structure nearest it; and an additional restriction is placed on buildings or structures constructed on corner residential lots prohibiting any building or structure on such a lot to be constructed or built in such manner as to leave less than twenty (20') feet between the street side boundary of the lot on one side and the portion of the building or structure nearest that boundary.
- E. No main residential structure shall have less than 1300 square feet in living area exclusive of porches, attached garages and carports.
- F. Garage apartments will be permitted only in the case that a two-story residence is built as the main structure and in such cases such garage apartment must be connected to the main residence by the use of a breezeway or other suitable means to be approved by the building committee referred to in Paragraph "H" of these restrictive covenants. Such garage apartments will be permitted solely for the occupancy by domestic servants and under no circumstances shall such garage apartments be rented.
- G. No trailer, tent, shack, or barn shall be erected or allowed to remain on any residential lot except during the erection of a building on such lot, in which event they shall not be used as a residence or dwelling during such period and shall be removed immediately upon the completion of the main dwelling structure.
- H. No building shall be erected, placed or altered on any residential lot in the subdivision until the building plans, specifications and plot plans showing the location of such building have been approved, in writing, as to conformity and harmony of external design with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation by a designated committee.
- I. No house or other structure shall be built with concrete block without being stuccoed or plastered outside, asbestos siding, or frame exterior except as specifically approved by the above-designated committee.
- J. 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.
- K. No animals shall be allowed or permitted except household pets.
- L. The restrictions apply to the numbered residential lots and not to the commercial area.
- M. The invalidation of any restriction herein by the judgment of any court shall not affect any of the other restrictions, which shall remain in full force and effect.

IN WITNESS WHEREOF the said Covenantors have hereunto set their hands and seals this 3rd day of June, A. D. 1958.

Signed in the presence of:

Mary E. Lefevre Victor M. Cawthon (Seal)
Victor M. Cawthon, as Trustee

Mrs. C. P. Manning Richard L. Wilson (Seal)
Richard L. Wilson, as Trustee

DEED 229 PAGE 651

STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, VICTOR M. CAWTHON and RICHARD L. WILSON, to me well known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal at Tallahassee, County of Leon, State of Florida, this 3rd day of June, A. D. 1958.



Jesse King
Notary Public
Notary Public, State of Florida at Large
My Commission Expires June 14, 1958
Bonded by Citizens Life & Casualty Co.

RECORDED IN PUBLIC
RECORDS OF LEON CO. FLA.
IN THE BOOK & PAGE IND.
JUN 3 11 28 AM '58
AT THE TIME POSTHONORATED
GEORGE W. HARRIS
CLERK OF CIRCUIT COURT



DEED 1677 PAGE 413

Name of Line _____

Account No. _____

EASEMENT

STATE OF Florida

COUNTY OF Leon

Received of SOUTHEASTERN TELEPHONE COMPANY, hereinafter called the Company, the sum of _____

One Dollars (\$1.00), in consideration of which the

undersigned, John Y. & Jeanette Humphress and Leroy and Mary Call Collins, whose Post Office Address is 524 Beverly Ct. and Washington Sq. Bldg., do hereby grant and convey to said Company, its successors and assigns, the right, privilege and easement to go in, upon, along and across that tract of land owned by the undersigned in

Leon County, Florida, to-wit:

A tract of land in Section 27 Township 1N, R1W, as described in detail on page 335 of Deed Book 142 of the Public Records of Leon County, Florida.

together with the right to construct, operate and maintain continuously upon said land, its lines, with poles, wires and other necessary apparatus, fixtures and appliances; with the right to permit the attachment of the wires and appliances of any other company, or person, to said poles; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereto or therefrom; together with the right to cut away and keep clear of said lines all trees and other obstructions that may now or hereinafter in any way interfere with or be likely to interfere with the proper operation of said lines. Any timber cut on said land by or for said Company shall remain the property of the owner of said timber.

The undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out. Said Company shall not be liable for, or bound by, any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the said John Y. Humphress & Jeanette Humphress, have hereunto set their hands and seals, this day of September 20, 1954

Signed, sealed and delivered in the presence of:

John W. Brown
M. M. Ashby

John Y. Humphress (SEAL)
Jeanette Humphress (SEAL)
Mary Call Collins (SEAL)

STATE OF Florida
COUNTY OF Leon

DEED 167 PAGE 414

Before me, the undersigned authority, this day personally appeared John Y. Humphress, Leroy Collins
their wives
and Jeanette Humphress, Mary Call Collins, known to me and known by me to be the persons
described in and who executed the foregoing instrument of writing, and acknowledged that they executed the same as and for their
own free act and deed and for the uses and purposes therein expressed; and the said Jeanette Humphress,
Mary Call Collins ^{WIVES} of the said John Y. Humphress and Leroy Collins
upon an examination made and taken by me separate and apart from her said husband, acknowledged that she executed the said in-
strument freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband:

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 20 day of February, 1954
Susan L. Mullikin

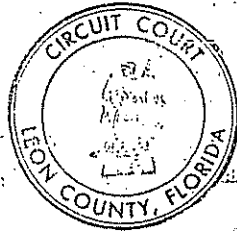
Notary Public, State of Florida; my
commission expires: 12/29/54

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, this day personally appeared _____
well known to me and known by me to be the person described in and who executed the foregoing instrument of writing and
_____ acknowledged that _____ executed the same as and for _____ own free act and deed for the uses and purposes
therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 19____.

Notary Public, State of _____; my
commission expires: _____



NO. 46846 FILED
RECORDED IN THE PUBLIC
RECORDS OF LEON CO., FLA.
IN THE BOOK AND PAGE NO.
MAR 3 10 45 AM '54
AT THE TIME AND DATE NOTED
GEO. C. CRAWFORD
CLERK OF CIRCUIT COURT

1.88
1.70
10/11

REL: 444 PAGE 210

EASEMENT

THIS INDENTURE, Made as of this 7th day of Dec., A. D. 1970, between MILTON W. CAROTHERS and JULIA S. CAROTHERS, his wife, of the County of Leon, State of Florida, Parties of the First Part, and CITY OF TALLAHASSEE, a municipal corporation created and existing under the laws of the State of Florida, Party of the Second Part,

WITNESSETH:

That the said Parties of the First Part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to them in hand paid by the said Party of the Second Part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto the said Party of the Second Part a perpetual easement for the use by the Party of the Second Part, its successors and assigns, for an underground sanitary sewer line under and across the following described piece, parcel or strip of land, situate, lying, and being in the County of Leon,

State of Florida, to-wit:

The West 6 feet of Lot 2, Block I, San Luis Ridge, Unit No. 2, a subdivision appearing of record in Plat Book 3, Page 215, of the Public Records of Leon County, Florida

It is understood and agreed by and between the Parties of the First Part and the said Party of the Second Part that the underground sanitary sewer line and equipment of the Party of the Second Part installed or located, or to be installed or located, under and across the parcel or strip of land hereinabove described shall at all times be and remain the absolute property of the Party of the Second Part, its successors and assigns, and subject to its complete dominion and control, and the right is hereby granted to the said Party of the Second Part, its successors and assigns and its agents and employees to enter upon said parcel or strip of land hereinabove described for the purpose of excavating, inspecting, installing, repairing, and/or removing said underground sanitary sewer line and equipment therefrom.

232086
RECORDED IN THE PUBLIC RECORDS OF LEON CO. FLA. IN THE BOOK & PAGE IND.

DEC 14 3 49 PM 1970

AT THE TIME & DATE NOTED PAUL C. HARRISFIELD CLERK OF CIRCUIT COURT

This instrument was prepared by Roy J. Rhodes of Home, Kincaid, Brown & Stephens Suite one, Dorian Building Tallahassee, Florida 32302

REC: 444 PAGE 211

The above conveyance is made upon the condition that should the City or its assigns at any time abandon the said land hereinabove described or cease to use them for underground sanitary sewer line purposes, the title and rights herein and hereby granted and conveyed shall forthwith revert to and vest in the said Parties of the First Part or in their heirs, successors and assigns.

IN WITNESS WHEREOF, the Parties of the First Part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence as witnesses:

James H. Walker

James H. Walker

Milton W. Carothers (SEAL)

MILTON W. CAROTHERS

James H. Walker

As to Parties of the First Part

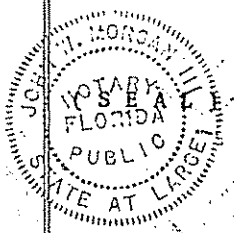
Julia S. Carothers (SEAL)

JULIA S. CAROTHERS

STATE OF FLORIDA,
COUNTY OF LEON:

BEFORE ME, the undersigned authority, this day personally appeared MILTON W. CAROTHERS and JULIA S. CAROTHERS, his wife, to me well known and known to me to be the persons described in and who executed the foregoing Easement as the Parties of the First Part, and acknowledged the execution thereof to be the free act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said county and state, this the 7th day of DECEMBER, A. D. 1970.



John W. Morgan III

Notary Public

My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 10, 1977
Issued by American Title & Casualty Co.

