

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That ALBERT BUILDERS, INC. owner in fee simple of all of the lots in SHERWOOD PARK, UNIT 3, a subdivision as per map or plat thereof recorded in Plat Book 6, Page 9, of the Public Records of Leon County, Florida, desiring to restrict the use and occupancy of all of the lots owned by them in said subdivision for the purpose of enhancing their value and for the benefit of present and future owners of the property in said subdivision, do hereby impose upon the same the following covenants and restrictions to run with the land and which shall be a binding upon all persons claiming by, through, or 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 either one detached single-family dwelling, no structure to exceed two and one-half stories in height, and a private garage for not more than two cars; provided, however, that such garage shall not have living quarters above it.

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 wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Procedure for approval shall be as specified in paragraph 11 hereof.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost less than \$10,000.00 based upon cost levels prevailing on the date these covenants are recorded. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 square feet for a one-story dwelling, nor less than 750 square feet for a dwelling of more than one story..

4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line than 20 feet, or nearer than 15 feet to any side street line. No building shall be located nearer than 7-1/2 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 60 feet or more from the minimum building setback line; provided that as to any interior lot line one side lot line may be 5 feet and the other 10 feet; provided, however, that the distance between adjacent houses shall at all times be at least 15 feet. No dwelling shall be located on any lot nearer than 5 feet to the rear lot. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a 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 70 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 7,400 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 structures 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.

8. FENCES. No fence shall be erected on any lot nearer to the front lot line than the rear of the structure erected on said lot and such fence shall be of a conventional design and shall be maintained to keep up the appearance of the neighborhood.

9. ANIMALS. No animals shall be maintained on any of the lots of said subdivision except household pets, not more than 25 chickens; provided that if any chickens are maintained, they shall be kept under fence to the rear of the improvements.

10. ARCHITECTURAL CONTROL COMMITTEE. The architectural control committee is composed of WILBUR D. ALBERT and KAREN F. ALBERT. A majority of the committee may designate representatives to act for it. In the event of 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 or to withdraw from the committee or restore to it any of its powers and duties.

11. PROCEDURE. 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 30 days after plans and specifications have

been submitted to it, or in 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. TERMS. These covenants are to run with the land and shall be binding on all persons claiming under them for a period of thirty years from the date the covenants are recorded, after which time said covenants shall be automatically extended for a successive period of ten years unless instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants in whole or in part.

13. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against 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 judgements or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, as owners of said land, have hereunto set their hands and seals this 17th day of June, 1970.



(CORPORATE SEAL)

ALBERT BUILDERS, INC. (SEAL)

Wilbur D. Albert
WILBUR D. ALBERT, PRES. (SEAL)

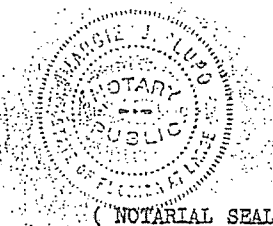
Signed and sealed in the presence of:

James R. Rudetta
Helene McKenna

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 knowledgments, personally appeared WILBUR D. ALBERT, Known to me as the President of Albert Builders, Inc., 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 19th day of June, 1970.



(NOTARIAL SEAL)

George J. Lupo
NOTARY PUBLIC
Notary Public, State of Florida at Large.
My Commission Expires Feb. 5, 1972.
Bonded by Phoenix of Hartford.

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RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
IN THE 5002 & PAGE IND.
Oct 7 10 02 AM 1970
AT THE TIME & DATE NOTED
PAUL F. HARRISFIELD
CLERK OF CIRCUIT COURT