

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, That S. P. DEEB and ANGIE C. DEEB, his wife, and DEEB BUILDERS, INC., a Florida corporation, of the County of Leon, in the State of Florida, covenantors and owners of all the property platted in TERRENCE HEIGHTS, UNIT NO. II, a subdivision according to a map or plat of said subdivision appearing of record in Plat Book 5, page 18, and Plat Book 5, page 23, of the public records of Leon County, Florida, do hereby impose upon the lands hereinabove described the restrictive covenants hereinafter set forth against said lands, to-wit:

A. All lots shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and an attached or detached private garage for not more than three cars, and a laundry or tool room attached to the garage on the ground floor.

B. No building shall be located nearer than thirty-five (35) feet to the front lot line or nearer than fifteen (15) feet to the side street line. No building, except a detached garage or other outbuilding located eighty (80) feet, or more, from the front lot line, shall be located nearer than twelve (12) feet to any side lot line.

C. No residential structure shall be erected or placed on any building plot, which plot has an area of less than ten thousand (10,000) square feet or a width of less than seventy (70) feet at the front building setback line, except lots on a curve. A subdivision of the property covered hereby known as TERRENCE HEIGHTS, UNIT NO. II, has been mapped and approved and recorded with the Clerk of the Circuit Court in Plat Book 5, page 18 and Plat Book 5, page 23, of the public records of Leon County, Florida. The residential lots thereon are hereby approved for use regardless of whether the same contain ten thousand (10,000) square feet or have a minimum width of seventy (70) feet at the front building setback line.

D. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done or kept thereon which may be or become an annoyance or nuisance to the neighborhood.

E. 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.

F. No dwelling shall be permitted on any of the lots in the tract, unless the ground floor area of the main structure, exclusive of one-story open porches and garages shall be at least one thousand (1,000) square feet in the case of a one-story structure, or eight hundred (800) square feet in the case of a one and one-half or two-story structure.

G. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have

THIS INSTRUMENT WAS PREPARED BY
JOHN S. GWYNN OF
COTTEN, SHIVERS, GWYNN & DANIEL
ATTORNEYS AT LAW
127 E. PARK AVE.
TALLAHASSEE, FLA.

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 committee composed of S. P. Deeb, Robert M. Temple and Opal B. Neeley, or any others that they or Deeb Builders, Inc., a Florida corporation, may designate to approve any plans on homes proposed for this subdivision. In the event of death or resignation of any member of said committee, the remaining member or members, or Deeb Builders, Inc., shall have full authority to elect successors and to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee shall run so long as these restrictive covenants are binding upon this subdivision.

H. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2005, at which time said covenants and restrictions shall terminate.

I. If the parties hereto or any of them, or the heirs or assigns of any of them shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 2005, any other person or persons owning lots in TERRENCE HEIGHTS, UNIT NO. II, shall have the right to enjoin any such violation or attempted violation of any of said covenants or restrictions, and shall also have the right to recover any damages or other losses sustained on account of any such violation.

IN WITNESS WHEREOF, the aforesaid individuals have hereunto set their hands and seals and said corporation has caused these presents to be executed and signed in its name by its President and its corporate seal to be affixed, attested by its Secretary this 10th day of January, 1968.

Signed, Sealed and Delivered in the presence of:

Colleen C. Pike

[Signature] (SEAL)
S. P. DEEB

Sarah M. Duiker

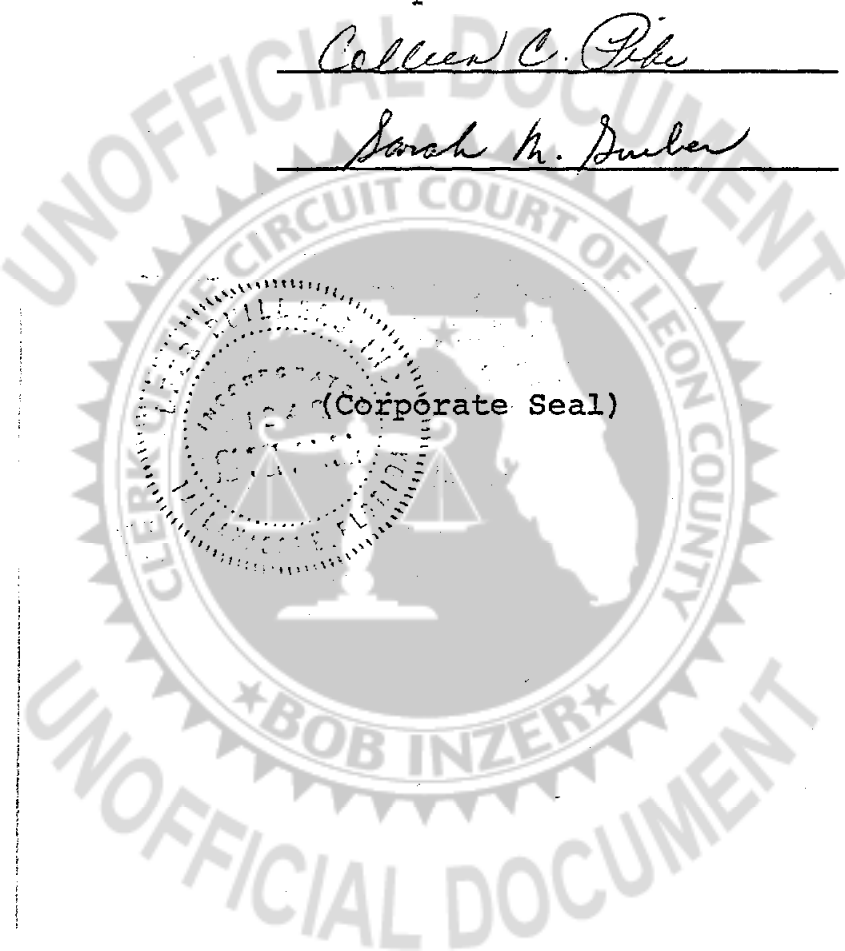
[Signature] (SEAL)
ANGIE C. DEEB

DEEB BUILDERS, INC.

By: [Signature]
S. P. DEEB, President

Attest: [Signature]
OPAL B. NEELEY, Secretary

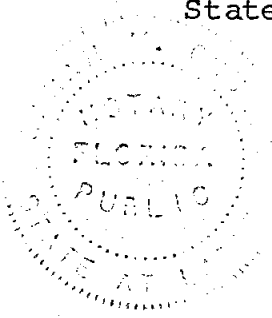
(Corporate Seal)



STATE OF FLORIDA:
COUNTY OF LEON:

Before me, the undersigned authority, this day personally appeared S. P. DEEB and ANGIE C. DEEB, his wife, to me known to be the persons described in and who executed the foregoing Restrictive Covenants, and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of January, A. D. 1968.



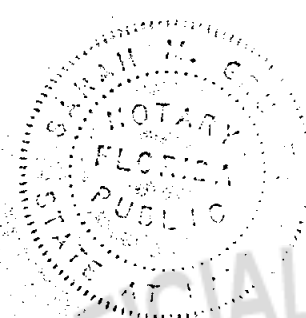
Sarah M. Gubel
Notary Public, State of Florida
at Large.

My Commission Expires March 9, 1970
Notary Public, State of Florida at Large
Banded By American Fire & Casualty Co.

STATE OF FLORIDA:
COUNTY OF LEON:

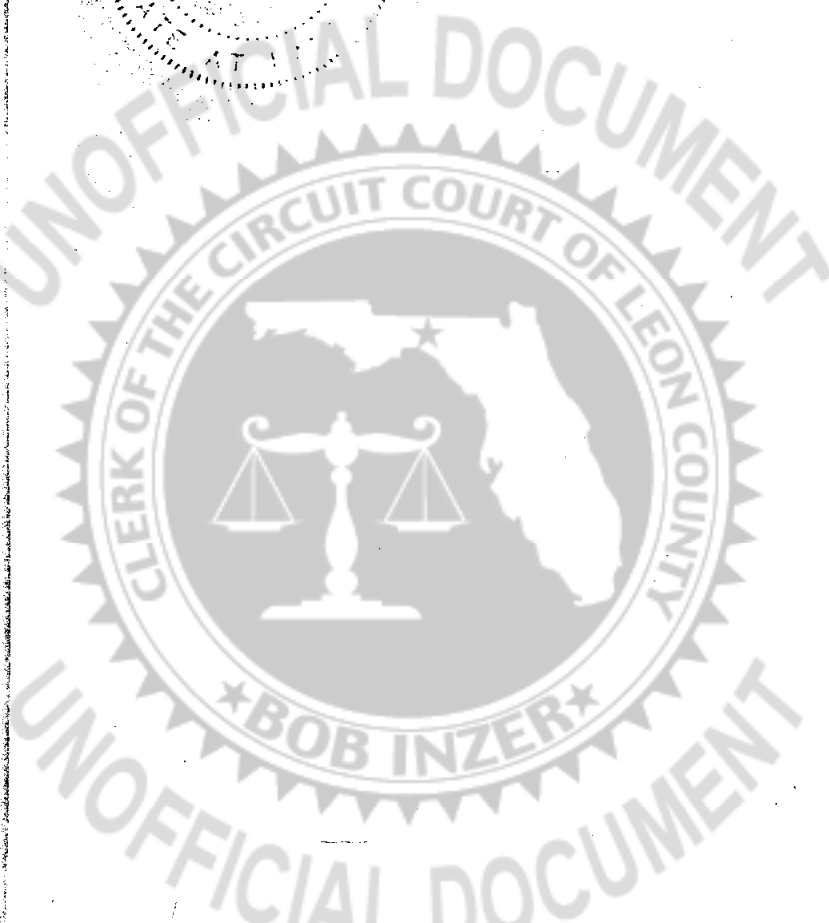
Before me, the undersigned authority, this day personally appeared S. P. DEEB and OPAL B. NEELEY, as President and Secretary, respectively, of DEEB BUILDERS, INC., a Florida corporation, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of January, A. D. 1968.



Sarah M. Gubel
Notary Public, State of Florida
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