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

OCT 20 2 09 PM 1978

AT THE TIME & DATE NOTED  
PAUL F. HORTONFIELD,  
CLERK OF CIRCUIT COURT.

6/1/78

OFF REC 910 PAGE 1976

RESTRICTIVE COVENANTS

STATE OF FLORIDA,  
COUNTY OF LEON.

THIS DECLARATION OF RESTRICTIVE COVENANTS, made and published this 1st day of JUNE, 1978 by PLANNING CONSULTANTS OF TALLAHASSEE, INC., a corporation chartered under the laws of the State of Florida and having its principal office in Tallahassee, Leon County, Florida.

W I T N E S S E T H :

THAT, WHEREAS, said corporation is the owner of the subdivision known as Woodbern, being a group of tracts situate, lying and being in Leon County, Florida, and described on Exhibit "A" attached hereto and made a part hereof.

WHEREAS, it is to the interest, benefit and advantage of PLANNING CONSULTANTS OF TALLAHASSEE, INC. and to each and every person who shall hereafter purchase any tract 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 PLANNING CONSULTANTS OF TALLAHASSEE, INC., and each and every subsequent owner of any of the tracts in said subdivision, said corporation does hereby set up, establish, promulgate and declare the following restrictions to apply to all of said tracts and to all persons owning said tracts, or any of them hereafter; these restrictions shall become effective immediately and run with the land

and shall be binding upon all persons designating title through PLANNING CONSULTANTS OF TALLAHASSEE, INC., during the lifetime of these restrictions.

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 detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not less than two cars.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any tract until the construction plans and specifications and 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 respect to topography and finish grade elevation. No fence shall be erected nearer the front lot line than the front of the dwelling situated thereon.

3. DWELLING COSTS, QUALITY AND SIZE. No dwelling shall be permitted on any tract unless the ground floor area of the main structure, exclusive of one-story open porches and garages, shall contain at least a minimum 1,500 square feet a one-story dwelling, exclusive of carport, garage, open porches, etc., and at least a minimum 950 square feet on ground floor for a dwelling of more than one story.

4. BUILDING LOCATION. No building shall be located on any lot nearer than 25 feet to the front tract line, or nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet or any combination of setbacks on each side that equals at least 15 feet. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, caves, steps, carports 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. AMENDMENTS. The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein. (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained, and (c) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the aforementioned plat and over the rear five (5) feet of each tract.

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

8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, tent, basement, shack, garage, bar or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.

9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property during construction and sales period.

10. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. 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 purposes.

12. GARAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. ARCHITECTURAL CONTROL COMMITTEE.

a. MEMBERSHIP. The architectural control committee is composed of the officers of PLANNING CONSULTANTS OF FALLAHASSEE, INC. or its successor in interest, which shall consist of at least the president and two other officers. 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 service performed pursuant to this covenant. At any time, the then recorded owners of a majority of the tracts shall have the power through a duly recorded written instrument to change the membership or the committee to withdraw from the committee or restore to it any of its powers and duties.

b. 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 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.

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15. 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 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the tracts has been recorded, agreeing to change said covenants in whole or in part.

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

17. 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.

IN WITNESS WHEREOF, the said PLANNING CONSULTANTS OF TALLAHASSEE, INC., has caused these presents to be executed at Tallahassee, Florida, by its duly authorized officer and its corporate seal to be hereunto affixed on the day and year first above written.

OFF REC 910 MAC1981



PLANNING CONSULTANTS OF TALLAHASSEE, INC.  
BY: Ronette Collins  
Ronette Collins, President

WITNESSES:  
Paul A. Chamberlain

STATE OF FLORIDA,  
COUNTY OF LEON.

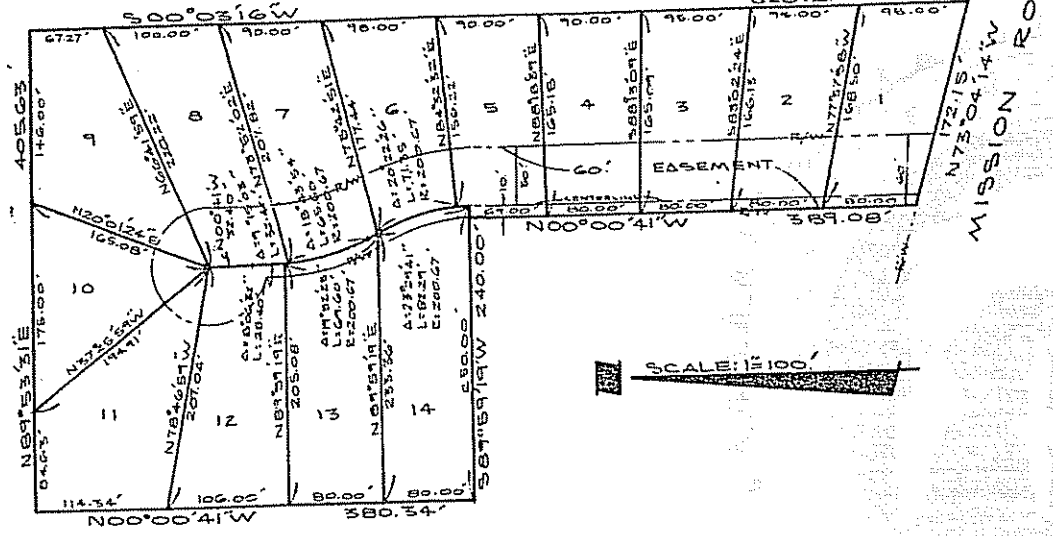
I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RONETTE COLLINS to me known to be the person described as President of PLANNING CONSULTANTS OF TALLAHASSEE, INC., a Florida corporation, in and who executed the foregoing RESTRICTIVE COVENANTS and acknowledged before me that that person executed the foregoing RESTRICTIVE COVENANTS 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 is the act and RESTRICTIVE COVENANTS of that corporation.

WITNESS my hand and official seal in the County and State named above this 1st day of May, 1978.

Ronette Collins  
NOTARY PUBLIC  
My Commission Expires: 10/19/80

Notary Public, State of Florida  
My Commission Expires Oct. 19, 1980  
Issued by Leon County Supervisor of Records

REF 910 PAGE 1982



WOODBERN GROVE

EXHIBIT "A"

UTILITY AND ROADWAY EASEMENT

OFF. 943 PAGE 686  
THIS INSTRUMENT, made this \_\_\_\_\_ day of \_\_\_\_\_,

A.D., 1979, between PLANNING CONSULTANTS OF TALLAHASSEE, INC., RALPH J. COLLINS AND RONETTE H. COLLINS, hereinafter called "Grantors," and the CITY OF TALLAHASSEE, a municipal corporation created and existing under the laws of the State of Florida, hereinafter called "Grantee":

W I T N E S S E T H :

That the said Grantors, for and in consideration of the sume of Ten and No/100 (\$10.00) Dollars and other good and valuable considerations to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby grant to Grantee an easement for road purposes, and for utility purposes, over, across and under that certain property lying and being in Leon County, Florida, described on Exhibit "A" attached hereto and made a part hereof by reference.

Grantors does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Should said property ever be abandoned or discontinued to be used for the uses herein conveyed, the same shall revert to Grantor, its successors and assigns.

IN WITNESS WHEREOF, the said PLANNING CONSULTANTS OF TALLAHASSEE, INC., had caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered  
in the presence of:

*Ronette H. Collins*  
*Ralph J. Collins*

PLANNING CONSULTANTS OF TALLAHASSEE, INC.

By: *Ronette H. Collins*  
Title: President



RECORDED IN THE PUBLIC  
RECORDS OF LEON CO. FLA.  
IN THE BOOK & PAGE 118,  
OCT 22 1 47 PM 1979  
AT THE TIME & DATE NOTED  
PAUL F. HARTSFIELD  
CLERK OF CIRCUIT COURT

480574



OFF 943 PAGE 687  
REC

Signed, sealed and delivered  
in the presence of

[Signature]  
[Signature]  
Louis J. W. Carter  
John B. Barnes

[Signature]  
Ronette H. Collins  
[Signature]  
Ralph J. Collins

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 acknowledgements, personally appeared RONETTE H. COLLINS, well known to me to be the President of the corporation named herein, and that she severally acknowledged executing the foregoing in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in her by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the county and state last aforesaid this 4 day of June A.D., 1979.

[Signature]  
Notary Public

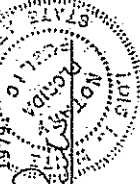


MY Commission Expires:  
April 15, 1980. 5/15/80

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 acknowledgements, personally appeared RONETTE H. COLLINS AND RALPH J. COLLINS, well known to me to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 4 day of June A.D., 1979.



[Signature]  
Notary Public

My Commission Expires:

March 27 1979

This Instrument Prepared by:  
The Grantor  
P.O. Box 3863  
Tallahassee, Florida 32303

LEGAL DESCRIPTION FOR PLANNING CONSULTANTS  
UTILITY EASEMENT

MAY 24, 1979

Commence at a concrete monument marking the Northwest Corner of Missionwood Subdivision (also the most Northwesterly Corner of Lot 5, Block "A" of Missionwood Subdivision) recorded in Plat Book 6, Page 37, of the Public Records of Leon County, Florida, and run thence South 00 degrees 03 minutes 16 seconds West along the Westerly Boundary of Missionwood Subdivision 820.07 feet to a point on the Northerly right of way boundary of Mission Road;

Thence North 73 degrees 04 minutes 14 seconds West along said right of way boundary 114.66 feet to the Point of Beginning;

From said Point of Beginning run North 00 degrees 00 minutes 41 seconds West 405.84 feet to a point of curve to the left;

Thence Northwesterly along said curve with a radius of 250.67 feet through a central angle of 27 degrees 58 minutes 57 seconds for an arc distance of 122.42 feet (the chord of said arc being North 14 degrees 00 minutes 09 seconds West 121.21 feet) to a point of reverse curve;

Thence along said curve with a radius of 150.67 feet through a central angle of 27 degrees 58 minutes 57 seconds for an arc distance of 73.58 feet (the chord of said arc being North 14 degrees 00 minutes 09 seconds West 72.86 feet);

Thence North 00 degrees 00 minutes 41 seconds West 37.38 feet to a point on a cul-de-sac with a radius of 50.00 feet, the center of said cul-de-sac being located South 89 degrees 59 minutes 19 seconds West 50.00 feet;

Thence Westerly, Southerly, and Easterly along said cul-de-sac with a radius of 50.00 feet through a central angle of 258 degrees 30 minutes 29 seconds for an arc distance of 225.88 feet to a point on a curve concave to the East;

Thence along said curve with a radius of 210.67 feet through a central angle of 24 degrees 48 minutes 20 seconds for an arc distance of 91.21 feet (the chord of said arc being South 15 degrees 35 minutes 28 seconds East 90.50 feet) to a point of reverse curve;

Thence along said curve with a radius of 190.67 feet through a central angle of 27 degrees 58 minutes 57 seconds for an arc distance of 93.12 feet (the chord of said arc being South 14 degrees 00 minutes 09 seconds East 92.20 feet);

Thence South 00 degrees 00 minutes 41 seconds East 387.56 feet to a point on the aforementioned right of way boundary of Mission Road;

Thence South 73 degrees 04 minutes 14 seconds East along said right of way boundary 62.72 feet to the Point of Beginning.


  
Leland L. Burton, Jr.  
Professional Land Surveyor  
Florida Certificate No. 2400

EXHIBIT A  
PAGE 1 OF 2

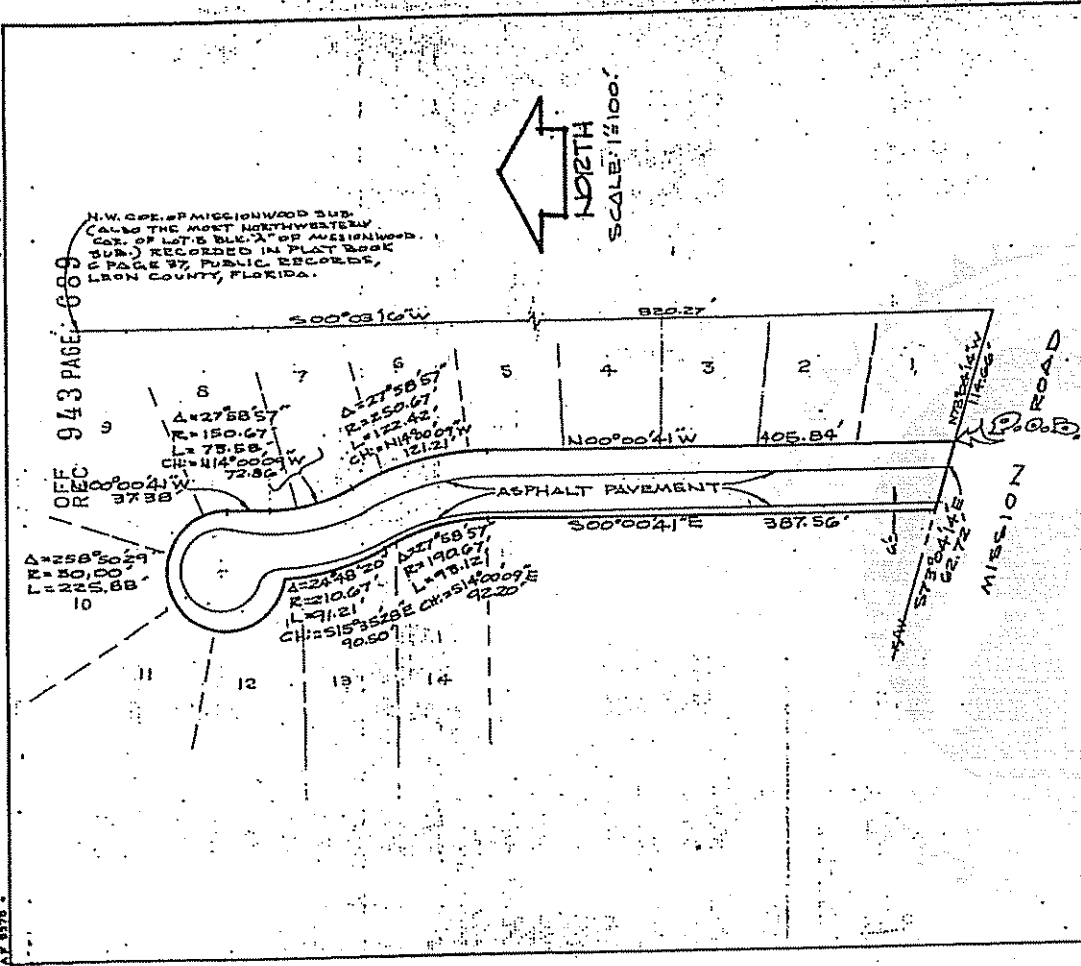


EXHIBIT A  
 PAGE 2 OF 2

BARRETT, DAFFIN & CARLAN, INC.  
 ARCHITECTS ENGINEERS PLANNERS SURVEYORS  
 P.O. DRAWER 12339 TALLAHASSEE, FLORIDA 32308 P.O. DRAWER 12339 PENSACOLA, FLORIDA 32573

DESCRIPTION: PLAT OF UTILITY EASEMENT

SEC \_\_\_\_\_ TWP \_\_\_\_\_ R1NG \_\_\_\_\_ RECORDED \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 DATE OF SURVEY 24 MAY 1979 I hereby certify the survey shown herein to be true and correct to the best of my knowledge and belief.  
 F.B. \_\_\_\_\_ PAGE \_\_\_\_\_  
 SCALE 1/2" = 100'

REGISTERED LAND SURVEYOR

NOT VALID UNLESS EMBOSSED WITH SEAL

RECEIVED \_\_\_\_\_ FILE NO. \_\_\_\_\_