



OFF. REC. 220 PAGE 227



WARRANTY DEED

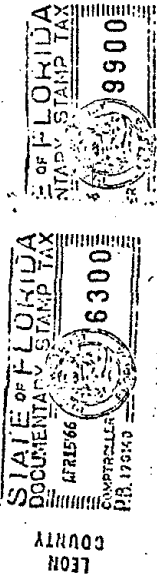
THIS INDENTURE, Made and entered into this 15th day of April, A.D. 1966, by and between J. B. MYRICK and IDA RAA MYRICK, his wife, of Tallahassee, Leon County, Florida, Parties of the First Part; and HOLLY HILLS DEVELOPMENT CORPORATION, a corporation organized and existing under the laws of the State of Florida, with its principal office in Tallahassee, Leon County, Florida, Party of the Second Part,

WITNESSETH:

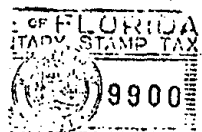
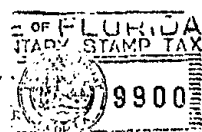
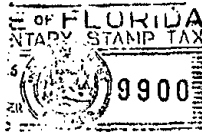
That the said parties of the first part, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do hereby grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, forever, all the following described lands, situate, lying and being in Leon County, Florida, to-wit:

The Northeast one quarter of the Southwest one quarter of Section 22, Township 1 North, Range 1 West containing 40 acres more or less.

Also part of the Northwest one quarter of the Southeast one quarter of Section 22, Township 1 North, Range 1 West, containing 39.92 acres more or less, and also part of the Northeast one quarter of the Southeast one quarter of Section 22, Township 1 North, Range 1 West, containing 0.39 acres more or less, described as follows: Commence at the Northwest corner of the Northeast one quarter of the Southeast one quarter of Section 22, Township 1 North, Range 1 West, and run thence South 89° 14' West 12.53 feet to the point of beginning. From the point of beginning run thence South 00° 46' East 210 feet to a point on the South boundary of Myrick Road, thence North 89° 14' East 4.25 feet along the South boundary of Myrick Road, thence South 00° 46' East 584 feet, thence South 26° 24' 30" East 122.60 feet, thence South 40° 09' West 50.52 feet, thence South 00° 19' East 210 feet to a point on the South boundary of Raa Avenue, thence North 89° 41' East 13.65 feet along the South boundary of Raa Avenue, thence South 00° 06' East 150



LEON COUNTY



feet to a point on the South line of the North one half of the Southeast one quarter of Section 22, Township 1 North, Range 1 West, thence South 89° 41' West along the South line of the North one half of the Southeast one quarter of Section 22, 39.37 feet more or less to the Southeast corner of the Northwest one quarter of the Southeast one quarter of Section 22, thence Westerly along the South line of the Northwest one quarter of the Southeast one quarter of Section 22, 1320 feet more or less to the Southwest corner of the Northwest one quarter of the Southeast one quarter of Section 22, thence Northerly 1320 feet more or less to the Northwest corner of the Northwest one quarter of the Southeast one quarter of Section 22, thence Easterly along the North line of the Northwest one quarter of the Southeast one quarter of Section 22, Township 1 North, Range 1 West, 1307.47 feet more or less to the point of beginning, containing in the total aggregate 80.31 acres more or less.

As part of the consideration for this Deed, the said party of the second part accepts same subject to the following restrictive covenants hereby imposed by the parties of the first part; such restrictions shall run with the land and be binding on and upon all persons claiming by, through or under the parties hereto, their heirs, legal representatives and assigns, until January 1, 1989, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a majority of the then owners of the lots in the subdivision hereinafter mentioned, it is agreed to change said covenants in whole or in part; in any vote taken pursuant to any clause of these covenants each person or group of persons shall be entitled to one vote for each lot or major portion thereof owned by such person or group of persons; and further, if the parties hereto, or any of them, their heirs, successors or assigns, or any person claiming, or to claim by, through or under the parties hereto, or either of them, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situate in said subdivision, in addition to the parties of the first part herein, to prosecute any proceedings against the person or persons violating or attempting to violate such covenants and either to prevent any of them from so doing or

to recover damages or other dues for such violation, and further invalidation of any of these covenants by judgment, court order or otherwise, shall in nowise affect any of the other provisions, all of which not so invalidated shall remain in full force and effect.

The said covenants and restrictions hereby imposed upon the land in said subdivision are as follows:

1. The said party of the second part shall promptly subdivide said land into residential lots and streets and the said subdivision shall contain a minimum of one hundred sixty (160) lots, each lot having a minimum frontage of ninety (90) feet, except for triangular shaped lots on sharp curves, and the minimum depth of seventy (70) of such lots must be at least one hundred twenty-five (125) feet, and the minimum depth of the remaining lots must be at least one hundred thirty-five (135) feet.
2. As to those lots which shall be subdivided, any part or all of which lie within a distance of four hundred (400) feet of Unit 4 of Holly Hills, as per Plat Book 3, page 243, they shall be made subject to the following restrictions:
 - a. All lots in the tract shall be known, designated, and used as residential building lots. No building 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 which may have a servant's room attached to the garage on the ground floor. Such servant's room cannot be rented as a garage apartment.
 - b. The ground floor area of the main structure of one story homes, exclusive of open porches, garages, carports and other appurtenances, shall be not less than thirteen hundred (1300) square feet, and in case of a one and one-half story or two story structure, the ground floor space shall not be less than eleven hundred (1100) square feet, excluding open porches, garages, carports and other appurtenances. Further, there shall be no concrete block structures and no homes shall be built on a concrete slab.
 - c. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building lot nearer than thirty (30) feet to the front lot line or side street line. No building except a detached garage located sixty (60) feet or more from the front lot line, shall be located nearer than ten (10) feet to any side lot line.

- d. No residential structure shall be erected or placed on any building lot unless the same contains at least one entire numbered lot according to the recorded plat.
- e. 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.
- f. No animals, livestock, or poultry of any kind shall be raised, reared or kept on any lot, except that dogs, cats or household pets may be kept, provided such animals shall not be kept, bred or maintained for any commercial purpose.
- g. 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.
- h. No trade or commercial activity shall be carried on upon any lot within said subdivision and no sign of any kind shall be displayed to the public view on any lot, except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sale period.
- i. No off-grade structure shall be erected without a solid curtain wall on all sides.
- j. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- k. All residential structures shall be in harmony with existing homes in the neighborhood. No building shall be constructed with a metal roof or composition roof other than shingle.
- l. No residence shall be built with asbestos siding.
- m. No house or other structure shall be constructed of frame exterior except in conjunction with masonry construction.
- 3. As to those lots in the property to be subdivided which lie more than four hundred (400) feet from Unit 4 of Holly Hills, as per Plat Book 3, page 243, public records of Leon County, Florida, they are hereby subject to the following restrictions:
 - a. All lots in the tract shall be known, designated, and used as residential building lots. No building 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 which may have a servant's room attached to the garage on the ground floor. Such servant's room cannot be rented as a garage apartment.
- b. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building lot nearer than thirty (30) feet to the front lot line or side street line. No building except a detached garage located sixty (60) feet or more from the front lot line, shall be located nearer than ten (10) feet to any side lot line.
 - c. No residential structure shall be erected or placed on any building lot unless the same contains at least one entire numbered lot according to the recorded plat.
 - d. 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.
 - e. No animals, livestock or poultry of any kind shall be raised, reared or kept on any lot, except that dogs, cats or household pets may be kept provided such animals shall not be kept, bred or maintained for any commercial purpose.
 - f. 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.
 - g. No trade or commercial activity shall be carried on upon any lot within said subdivision and no sign of any kind shall be displayed to the public view on any lot, except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sale period.
 - h. No dwelling shall be permitted on any lot with a ground floor area of the main structure, exclusive of one-story open porches, garages, carports and other appurtenances, less than twelve hundred (1200) square feet in the case of a one-story structure, nor shall the ground floor area be less than One Thousand (1000) square feet in the case of a one-half story or two-story structure.
 - i. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

- j. All residential structures shall be in harmony with existing homes in the neighborhood.
- k. No residence shall be built with asbestos siding.
- l. No house or other structures shall be constructed of frame exterior except in conjunction with masonry construction.

And the said parties of the first part do hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, except as aforesaid.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals on the day and year first hereinabove written.

Signed, Sealed and Delivered in the presence of:

Sylvan Strickland
John H. Cotten

J. B. Myrick (SEAL)
J. B. MYRICK

Ida Raa Myrick (SEAL)
IDA RAA MYRICK

STATE OF FLORIDA :
COUNTY OF LEON :

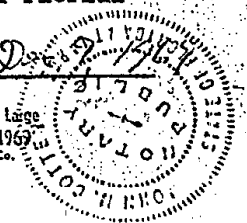
Before me, the undersigned authority, this day personally appeared J. B. MYRICK and IDA RAA MYRICK, his wife, to me known to be the persons described in and who executed the foregoing Warranty Deed, and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 15 day of April, A.D. 1966.

John H. Cotten
Notary Public, State of Florida
at Large.

My Commission expires: Dec 9 1969

Notary Public, State of Florida at Large
My Commission Expires Dec. 9, 1969
Issued By American Fire & Casualty Co.



167638
RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
IN THE BOOK & PAGE IND.
1966 APR 15 PM 3:09
AT THE TIME & DATE NOTED
PAUL F. HARTSFIELD
CLERK OF THE CIRCUIT COURT

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

Whereas, Holly Hills Development Corporation, a Florida corporation, is the owner of the following described land in Leon County, Florida, to wit:

The Northeast Quarter of the Southwest Quarter of Section 22, Township 1 North, Range 1 West containing 40 acres more or less.

Also part of the Northwest Quarter of the Southeast Quarter of Section 22, Township 1 North, Range 1 West, containing 39.92 acres more or less, and also part of the Northeast Quarter of the Southeast Quarter of Section 22, Township 1 North, Range 1 West, containing 0.39 acres, more or less, described as follows: Commence at the northwest corner of the Northeast Quarter of the Southeast Quarter of Section 22, Township 1 North, Range 1 West, and run thence south 89 degrees, 14 minutes west 12.53 feet to the point of beginning. From the point of beginning run thence south 00 degrees, 46 minutes east 210 feet to a point on the south boundary of Myrick Road, thence north 89 degrees, 14 minutes east 4.25 feet along the south boundary of Myrick Road, thence south 00 degrees, 46 minutes east 584 feet, thence south 26 degrees 24 minutes, 30 seconds east 122.60 feet, thence south 40 degrees, 09 minutes west 50.52 feet, thence south 00 degrees, 19 minutes east 210 feet to a point on the south boundary of Raa Avenue, thence north 89 degrees, 41 minutes east 13.65 feet along the south boundary of Raa Avenue, thence south 00 degrees, 06 minutes east 150 feet to a point on the south line of the North Half of the Southeast Quarter of Section 22, Township 1 North, Range 1 West, thence south 89 degrees, 41 minutes west along the south line of the North Half of the Southeast Quarter of Section 22, 39.37 feet more or less to the southeast corner of the Northwest Quarter of the Southeast Quarter of Section 22, thence westerly along the south line of the Northwest Quarter of the Southeast Quarter of Section 22, 1320 feet more or less to the southwest corner of the Northwest Quarter of the Southeast Quarter of Section 22, thence northerly 1320 feet more or less to the northwest corner of the Northwest Quarter of the Southeast Quarter of Section 22, thence easterly along the north line of the Northwest Quarter of the Southeast Quarter of Section 22, Township 1 North, Range 1 West, 1307.47 feet more or less to the point of beginning, containing in the total aggregate 80.31 acres, more or less.

170883
RECORDED
1966 AUG 3 PM 4:11

1966 AUG -3 PM 4:11

ATTEST
PUBLIC NOTARY

REC: 205 PAGE 75

Whereas, Holly Hills Development Corporation obtained title to said land by a warranty deed from J. B. Myrick and Ida Rae Myrick, his wife, dated April 15, 1966, recorded in Official Records Book 220, page 227, of the public records of Leon County, Florida, and

Whereas, said conveyance created certain restrictive covenants specified therein running with the land, but the grantors therein omitted from said restrictive covenants a provision for an Architectural Control Committee so that Holly Hills Development Corporation could appoint such committee and have unrestricted control of the identity of such committee at all times.

Now, therefore, Holly Hills Development Corporation, a Florida Corporation, does hereby impose upon said land the following restrictive covenants, to wit:

No building shall be erected, placed, or altered on any building lot in this subdivision until the building plans, specifications, and plot plan 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 buildings with respect to topography and finished ground elevation, by the Architectural Control Committee. The Architectural Control Committee as presently constituted is composed of Leo Crutchfield, Forrest R. Coxen and J. Vern Williams, all of Tallahassee, Florida. The committee may designate a representative to act for it. Holly Hills Development Corporation shall have the power to change the membership of the committee at any time by a recorded written instrument. In the event said committee, or its designated representative, fails to approve or disapprove the design and location of any plan submitted, within a period of thirty days after the same has been submitted to it, such approval shall be deemed to have been granted and this covenant deemed to have been fully complied with.

RECORDED TO

The foregoing restrictive covenants shall run with the land for the same period of time stated in said deed recorded in Official Records Book 220, pages 227-232, and shall be deemed to be a part of the restrictive covenants and provisions governing the restrictive covenants imposed by said deed, and shall be construed in all respects as if contained in said deed.

(A portion of said 80.31-acre tract has been subdivided as Holly Hills Unit No. 7, the plat of which was recorded June 14, 1966 in Plat Book 5, page 9, in the office of the clerk of Circuit Court of Leon County. The recital, on page 1 of this instrument, of ownership of the entire 80.31-acre tract is not an assertion of a claim adverse to the rights of the public created by the dedication of streets incidental to said plat, but is in recognition thereof, and such rights are hereby ratified and confirmed. The restrictive covenants involved herein shall apply equally to the subdivided portion of said land and the unsubdivided portion.)

IN WITNESS WHEREOF, Holly Hills Development Corporation has executed this instrument this 13th day of July, 1966.

Signed, sealed and delivered in the presence of:

Sylvan Strickland
Patricia C. Hicks

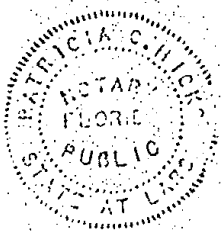
HOLLY HILLS DEVELOPMENT CORPORATION

By: _____
Leo Crutchfield, President

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 acknowledgments, personally appeared LEO CRUTCHFIELD, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same for the uses and purposes therein mentioned, as President of Holly Hills Development Corporation, a Florida corporation.

WITNESS my hand and official seal in the county and state last aforesaid this 2nd day of August, 1966.



Patricia C. Hicks
Notary Public

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES SEPT. 16, 1968
BONDED THROUGH ERIC W. GILBERT/HR33