

MAP BOOK 88 PAGE 369

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS College Terrace, Inc. is the owner of all the lots in that certain subdivision in Leon County, Florida, known as "College Terrace", a map or plat of said subdivision being recorded in Plat Book 3, page 21 of the public records of Leon County, Florida; and

WHEREAS said College Terrace, Inc. desires to create certain restrictive covenants to run with the lots situate in said subdivision so that said lots shall be secured for the period hereinafter specified solely for establishing a permanent and substantial community within said subdivision,

NOW, THEREFORE, THIS INDENTURE WITNESSETH: that the said College Terrace, Inc. its successors and assigns, does hereby impose the following restrictive covenants to run with all of the lots in said subdivision:

(a) All lots in Blocks A, B, C, and D shall be known and described as residential lots, except lots 21 to 24, inclusive in Block A; 21 to 28 inclusive in Block B; 21 to 28 inclusive in Block C; and 21 to 65 inclusive in Block D. 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 2½ stories in height and a private garage for not more than two cars and a tool or servants room attached to the garage and on the ground floor.

All of blocks A, B, C, and D shall be used for no purpose that is detrimental to the residential character of the remainder of the subdivision.

Lots 21 to 24 in Block A, lots 21 to 28 in Block B, lots 21 to 28 in Block C and lots 21 to 65 in Block D may be used for retail business or for schools and churches.

(b) 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 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 *L. H. Hancock, Howell Wadsworth and* Joe S. Mackery and a registered architect, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority 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 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, and of its designated representative, shall cease on and after January 1, 1977. Thereafter, the approval described in this Covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said Committee.

(c) No building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 10 feet to any side street line, except a detached garage or other outbuilding located 70 feet or more from the front lot line which shall not be located nearer than 3 feet to any side or rear lot line.

(d) No residential structure shall be erected or placed on any plot in Blocks <sup>"A" "B" "C" "D"</sup> ~~1, 2, 3, 4~~ and ~~5~~ which/has an area of said plot less than 6500 square feet or a width of less than 60 feet at the front building setback line.

(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 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 dwelling costing less than \$2500.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 500 square feet in the case of a one-story structure nor less than 500 square feet in the case of a one and one-half or two story structure.

IN WITNESS WHEREOF, College Terrace, Inc. has caused these presents to be executed in its name and its corporate seal hereto affixed this 12<sup>th</sup> day of March, 1947.

COLLEGE TERRACE, INC. (CORPORATE SEAL)

By Joe S. Mackery  
President

Attest: Donald Bradmont  
Secretary

STATE OF FLORIDA,  
COUNTY OF LEON.

Before me the undersigned authority, this day personally appeared JOE S. MACKERY and HOWELL WADSWORTH, President and Secretary, respectively, of COLLEGE TERRACE, INC., a Florida corporation, to me known to be the persons described in and who executed the foregoing mortgage, and severally 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 said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 15 day of March, A. D. 1947.

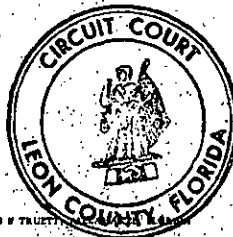
L. L. Mullikin  
Notary Public, State of Florida  
at Large

My commission expires: 12/28/48

NO. 2759  
RECORDED IN THE PUBLIC  
RECORDS OF LEON CO., FLA.  
IN THE BOOK AND PAGE IND.

JUN 12 4 40 PM 1947

AT THE TIME AND DATE NOTED  
GEO. C. CRAWFORD  
CLERK OF CIRCUIT COURT, COLLINS & TRUETT



15 MAR 1947

DEED 109 PAGE 253

EASEMENT

THIS INDENTURE, made and entered into this 1st day of February, 1947, by and between L. H. HANCOCK and MATTIE M. HANCOCK, his wife, JOE S. MACKERY and MAMIE LEE MACKERY, his wife, HOWELL WADSWORTH and ALICE C. WADSWORTH, his wife, of the County of Leon, State of Florida, and COLLEGE TERRACE, INC., A Florida corporation, parties of the first part, and hereinafter referred to as Grantors, and COLLEGE TERRACE, INC., a Florida corporation, party of the second part, hereinafter referred to as Grantee,

W I T N E S S E T H:

THAT WHEREAS, the said Grantors are the owners of the several parcels and tracts of land contiguous to and through which the real estate hereinafter described extends, and

WHEREAS, the said owners desire the Grantee herein to operate a water works plant and distribution system, and to facilitate such an operation have agreed to convey to the Grantee an easement over the said real estate hereinafter described.

NOW THEREFORE, THIS INDENTURE WITNESSETH: That the said Grantors, for and in consideration of the sum of Ten Dollars and other good and valuable consideration to them in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said Grantee, its successors and assigns, a permanent right and easement over, across and upon the following-described real estate, situate in Leon County, Florida, to-wit:

Begin at the Northwest Corner of Lot 7, Block "A" of COLLEGE TERRACE according to the map or plat of same recorded in Plat Book 3, page 21 of the public records of Leon County, Florida, which is the point of beginning, run thence East along the North boundary of said Lot 7, a distance of 20 feet, thence South 20 feet, thence West 10 feet, thence 95 feet, to a point on the North boundary line of Ponce Avenue, thence West 10 feet, thence North 115 feet to the Point of Beginning.

Also,

Begin at the Southeast corner of Lot 20, Block "A" of College Terrace, which is the Point of Beginning, run thence East Ten (10) feet along the Northern boundary line of Fancee Avenue; thence North on a line parallel to the Eastern boundary line of Lot 20; of said Block "A", for a distance of One Hundred fifteen (115) feet to the Northern boundary line of Lot 21, of said Block "A", thence West Ten (10) feet to the Eastern boundary line of Lot 20, of said Block "A", thence South along said boundary line One Hundred fifteen (115) feet to the Point of Beginning.

Also,

Begin at a point on the Northern boundary line of Lot 21, Block "B" of College Terrace, Ten (10) feet East of the Northwest corner of Lot 21 of said Block "B", and run thence South Two Hundred thirty (230) feet, on a line parallel to the Eastern boundary line of Lot 20 and Lot 29, of said Block "B", to a point on the Northern boundary of Hampton Avenue, thence West along said Hampton Avenue boundary line, a distance of Ten (10) feet, thence North along the Eastern boundary line of Lot 29, of said Block "B", a distance of One Hundred ten (110) feet, thence West on a line parallel to and a distance of - One Hundred ten (110) feet North of - the Northern boundary line of said Hampton Avenue, for a distance of Twelve Hundred Hundred (1200) feet, to a point on the Western boundary line of Lot 48, of said Block "B", thence North Ten (10) feet to a point on the Western boundary line of Lot One (1), of said Block "B", thence East on a line One Hundred ten (110) feet South of - and parallel to - the Northern boundary of said Block "B", for a distance of Twelve Hundred Hundred (1200) feet to a point on the Eastern boundary line of Lot 20, of said Block "B", thence North along said Eastern boundary line of Lot 20, of said Block "B", for a distance of One Hundred ten (110) feet to the Northwest corner of Lot 21, of said Block "B", thence East a distance of Ten (10) feet along the Northern boundary line of Lot 21, of said Block "B", to the Point of Beginning.

Also,

Begin at the Northeast corner of Lot 20, Block "C" of College Terrace, which is the Point of Beginning; from said Point of Beginning, run East Ten (10) feet along the Northern boundary line of Lot 21, of said Block "C"; thence South Two Hundred thirty (230) feet to a point on the Northern boundary line of Howard Avenue, thence West along said boundary line Ten (10) feet to a point, thence run North One Hundred ten (110) feet to a point, thence run West along a line One Hundred ten (110) feet North of - and Parallel to - the Northern boundary line of Howard Avenue, for a distance of Twelve Hundred (1200) feet to a point on the Western boundary line of Lot 48, of said Block "C", thence North Ten (10) feet to a point on the Western boundary line of Lot 1, of the said Block "C", thence run East on a line One Hundred ten (110) feet South of - and parallel to the Southern boundary of Hampton Avenue, for a distance of Twelve Hundred (1200) feet to.

a point on the Eastern boundary line of Lot 20, of said Block C, thence North along said Eastern boundary line of Lot 20, of said Block C, a distance of One Hundred ten (110) feet, to the Point of Beginning.

Also,

Begin at the Northeast corner of Lot 20, Block D of College Terrace, which is the Point of Beginning, thence run East Ten (10) feet along the Northern boundary line of Lot 21, of said Block D, thence South One Hundred twenty (120) feet, thence West along a line One Hundred twenty (120) feet South of and parallel to the Southern boundary line of Howard Avenue, for a distance of Twelve Hundred ten (1210) feet, to a point on the Western boundary line of Lot 65, of said Block D, thence North a distance of Ten (10) feet, thence East along a line One Hundred ten (110) feet South of and parallel to the Southern boundary line of Howard Avenue, for a distance of Twelve Hundred (1200) feet to a point on the Eastern boundary line of Lot 20, of said Block D, thence run North along said Eastern boundary line of Lot 20, of said Block D, One Hundred ten (110) feet, to the Point of Beginning.

For the sole purpose of installing, operating and maining water pipes, pumps, wells, machinery, and such other equipment and fixtures as may be incidental to the operation of said water works system.

The said Grantee shall have the unrestricted right of ingress and egress over and upon said lands, for the purposes aforesaid, and the Grantors shall in no way obstruct the same unless by the written permission and consent of the Grantee, its 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:

Walter Blumhardt

Dwight Moody

L. Estlin Knobel (SEAL)

Mattie M. Hancock (SEAL)

Joe S. Mackery (SEAL)

Mamie Lee Mackery (SEAL)

Frank Knobel (SEAL)

Alvin C. Knobel (SEAL)

COLLEGE TERRACE, INC.  
(Corporate Seal)

By Joe S. Mackery  
President

Attest Frank Knobel  
Secretary

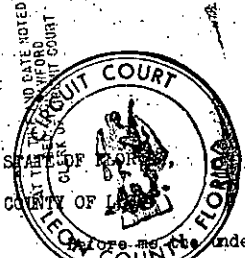


STATE OF FLORIDA,  
COUNTY OF LEON.

Before me, the undersigned authority, this day personally appeared L. H. HANCOCK and MATTIE M. HANCOCK, his wife, JOE S. MACKERY and MAMIE LEE MACKERY, his wife, and HOWELL WADSWORTH and ALICE C. WADSWORTH, his wife, to me well known and known by me to be the persons described in and who executed the foregoing instrument of writing, and severally 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 MATTIE M. HANCOCK, wife of the said L. H. HANCOCK, MAMIE LEE MACKERY, wife of the said JOE X. MACKERY, and ALICE C. WADSWORTH, wife of the <sup>Said</sup> HOWELL WADSWORTH, upon examinations made and taken by me separate and apart from their said respective husbands, acknowledged freely and voluntarily and without any compulsion, constraint, apprehension, or fear of or from their said husbands.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 1st day of February, A. D. 1947.

*Edna Blanche Miller*  
Notary Public, State of Florida  
at Large  
Notary Public, State of Florida at Large  
My commission expires December 12, 1951.  
Bonded by American Surety Co. of N.Y.



14063  
RECORDED IN THE PUBLIC RECORDS OF LEON CO. FLA. IN THE BOOK AND PAGE IND.

Before me, the undersigned authority, this day personally appeared JOE S. MACKERY and HOWELL WADSWORTH, President and Secretary respectively, of COLLEGE TERRACE, INC., a Florida corporation, to me known to be the persons described in and who executed the foregoing instrument of writing, and severally 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 of said corporation, and the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 1st day of February, A. D. 1947

*Edna Blanche Miller*  
Notary Public, State of Florida at Large  
My commission expires December 12, 1951.  
Bonded by American Surety Co. of N.Y.  
Notary Public, State of Florida at Large  
My commission expires 12-12-1951