Courtesy of Stewart Title of Tallahassee, Inc. (850) 422-2960
East Highlands - Terminated 1/1/1964 PB 2/83

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

Signed, sealed and delivered in presence of: T. S. Johnson (SEAL)
Matilda Johnson Mary M. Johnson (SEAL)
Frances M. Tyler.

STATE OF NORTH CAROLINA,
COUNTY OF WAYNE:

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority duly authorized to administer oaths and to take acknowledgements, T. S. Johnson and Mary M. Johnson, his wife, to me well known and well known to me to be the persons described in and who as such executed the above and foregoing instrument and severally acknowledged before me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

And the said Mary M. Johnson, well known by me to be the wife of the said T. S. Johnson, upon a private examination by me this day taken and made separate and apart from her said husband, did acknowledge and declare that she executed said instrument for the purpose of renouncing, relinquishing, releasing and conveying all of her right, title, interest and estate, whether of dower, homestead or separate estate, legal or equitable, in and to the premises therein described, and that she did so without any compulsion, constraint, apprehension or fear of or from her said husband.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Goldsboro, in the State and County aforesaid, this the 18 day of August, A.D.1939.

Frederick D. Dove
Notary Public in and for Wayne County
N.C. My Commission expires:11/5/39

(N.P.SEAL)

STATE OF FLORIDA,

COUNTY OF LEON

BE IT REMEMBERED,That on this 25th day of August, A. D. 1939, the foregoing instrument of writing was presented for record to the subscriber, Clerk of the Circuit Court in and for the County aforesaid, and the same being properly authenticated, I have duly recorded the same.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court the day and year last above written.

Frank V. Lamy, Clerk.
By Myrtle B. Donnelly, D.C.

RESTRICTIVE COVENANTS ON EAST HIGHLANDS SUBDIVISION IN THE CITY OF TALLAHASSEE, FLORIDA.

WHEREAS, EMERY MADDOX and VERA K. MADDOX, his wife, are the owners of all of the lots located in "EAST HIGHLANDS", a subdivision situated in the City of Tallahassee, Leon County, Florida, a map and plat thereof being recorded in Plat Book 2, Page 83 of the Public Records of Leon County, Florida, said lots being numbered and described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 in Block A, and Lots 1, 2, 3, 4, 5, 6, 7, and 8 in Block B, all contained in said EAST HIGHLANDS SUBDIVISION, and

WHEREAS, the said EMERY MADDOX and VERA K. MADDOX intend to convey all the lots owned by them in said subdivision known as "EAST HIGHLANDS SUBDIVISION", in the City of Tallahassee, to other parties by warranty deeds containing by reference to this instrument or direct language restrictive covenants on the part of the purchasers therein similar to or identical to the restrictive covenants hereinafter set out. To that end and in order to effectuate that purpose the restrictions herein imposed shall inure to each and all of the purchasers of said lots and their respective heirs, executors, administrators and assigns.

NOW THEREFORE, the following restrictive covenants are herein and hereby imposed upon each

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subdivision, located in the City of Tallahassee. The said covenants are as follows, to-wit:

(a) All lots and tracts shall be known and described as residential lots and no residential structure other than one detached single family dwelling, not to exceed two stories in height, shall be erected on any lot in "EAST HIGHLANDS SUBDIVISION"; no garage larger than a two car garage shall be erected on any lot in "EAST HIGHLANDS SUBDIVISION"; and no building erected on any lot in "East Highlands Subdivision" shall be used for any commercial purpose.

(b) No building shall be erected on any residential building plot nearer than 25 feet to the front line, nor nearer than five (5) feet to any side line. The side line restrictions shall not apply to a garage located on the rear of a lot, except that on corner lots no structure shall be permitted nearer than fifteen (15) feet to the side street line.

(c) No building shall be erected on any residential building plot if such plot has a frontage of less than that platted for the narrowest platted lot in that block.

(d) No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

(e) No person of other than the Caucasian race shall own, use or occupy any property in this subdivision except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality, employed by an owner or tenant.

(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 residence of a temporary character be permitted.

(g) No dwelling costing less than $1,000.00 shall be permitted on any lot in the tract, and the ground floor square foot area thereof shall not be less than 750 square feet in the case of a one story structure, nor less than 600 square feet in the case of a one and a half or two story structure.

(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, 1964, at which time said covenants and restrictions shall terminate.

(i) If any of the parties hereto, or any of their successors in title or the administrators, executors or assigns of such shall violate or attempt to violate any of the covenants or restrictions herein contained before January 1, 1964, any other person or persons owning lots in "EAST HIGHLANDS SUBDIVISION" shall have the right to have enjoined 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.

(j) Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions and shall remain in full force and effect.

IN WITNESS WHEREOF, the said EMERY MADDOX and VERA K. MADDOX, his wife, have hereunto set their hands and seals this the 26th day of August, A. D. 1939.

Signed, sealed and delivered in the presence of:

Esther Wilfong

Emery Maddox (SEAL)
EMERY MADDOX

Myrna Frink

Vera K. Maddox (SEAL)
VERA K. MADDOX

STATE OF FLORIDA

COUNTY OF LEON:

Personally appeared before me, the undersigned authority, EMERY MADDOX and VERA K. MADDOX, his wife, both well known to me to be the individuals described in and who acknowledged and declared that they and each of them executed the foregoing restrictive covenants on EAST HIGHLANDS SUBDIVISION in the City of Tallahassee, Florida, as and for their own free act and deed and for the uses and purposes therein mentioned and set forth.

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