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RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, That Geo. Wa. Koucky, Inc., a Florida corporation, with its principal place of business in Tallahassee, Leon County, Florida, as covenantor and owner of parts of Blocks "AA", "DD", "CC", "U", "T", of Indian Head Acres, as shown by plat in Plat Book 3, Page 166, records of Leon County, Florida, being specifically,

Lots 20 through 41 inclusive, of Block "AA"

Lots 1 through 17 inclusive, of Block "DD"

Lots 13 through 30 inclusive of Block "U"

Lots 1 through 4 inclusive of Block "CC"

Lots 13 through 25 inclusive, of Block "T"

does hereby impose upon the lands hereinabove described the restrictive covenants hereinafter set forth against said lands, to run with the land, to-wit:

1. Said property shall be used solely and only for residential purposes and no business, trade or manufacture shall be carried on upon any part of same, nor shall any commercial use be permitted on any part thereof. No residential structure other than one detached single family dwelling shall be erected on any lot and shall not exceed two stories in height; provided, however, that this restriction shall not prevent the erection of a private garage or one garage apartment for use in connection with the residence dwelling on said property, nor prevent the construction of basements under dwellings.

2. No house trailer, tent, barn, tourist cottage, apartment, duplex apartment or tenement house shall be erected or placed upon said property.

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3. No barbed wire fence shall be erected or maintained on or enclosing any of said property and no fence whatsoever shall be erected thereon that is over 4 feet in height, except that ornamental trellises may be erected and maintained.

4. No residence shall be erected nearer than 50 feet from the street which said residence faces, nor nearer than 15 feet from any side lot line, except that in cases of corner lots where the house faces the intersection, when in such instance, the front line of the house shall not be less than 50 feet from the intersection nor the side of the house nearer than 15 feet from either lot line.

5. No part of said property shall be used in any way so as to create or become a nuisance per se.

6. No residence shall be erected, placed or allowed to remain on any building plot which plot has an area of less than 15,000 square feet or a width of less than 80 feet at the front building setback line. Nothing herein is to prevent the building of one residence on two lots, in which instance said residence may be built in the middle of said two lots.

7. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1000 square feet.

8. No residence shall be erected on any of said lots until the plans and specifications of said residence have been approved in writing by Geo. Wm. Koucky, which said approval shall not, however, be unreasonably withheld.

9. The grantor and its representatives and assigns, or the owner of any property, or part thereof hereinabove described shall have the right to enforce, by proper legal proceedings in any court, full compliance by any other owner of said property or any part thereof of all the restrictions and conditions herein expressed.

The grantor agrees that no lot above described will be sold by it or its representatives, unless subject to all of the restrictions enumerated herein, except as above specified, and that the deeds conveying the same shall convey same subject thereto, and these covenants shall be binding on all parties claiming under the covenantor hereof and shall run with the land, and be in force and effect until January 1, 1979.

10. The invalidation of any restriction herein by the judgment of any court, shall not affect any of the other restrictions.

IN WITNESS WHEREOF, the said corporation, covenantor herein, has caused these presents to be executed in its corporate name, by its President and attested by its Secretary, this the 10 day of May, A. D. 1956.

ATTEST:

GEO. WM. KOUCKY, INC.

Myrtice S. Koucky  
Secretary

By GEO. WM. KOUCKY  
President

Signed, Sealed and Delivered in our presence:

Dennis B. ...  
B. R. Mc ...

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 GEO. WM. KOUCKY and MYRTICE S. KOUCKY, well known to me to be the President and

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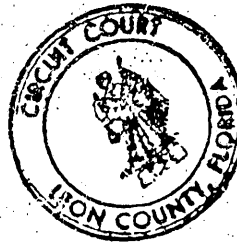
Secretary respectively of the corporation named grantor in the foregoing instrument, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 10<sup>th</sup> day of May, A. D. 1956.

*James B. ...*  
Notary Public, State of Florida at Large.

My commission expires: \_\_\_\_\_

Notary Public, State of Florida at Large  
My Commission Expires August 1, 1957  
Issued by American Surety, Inc.



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RECORDED IN THE PUBLIC RECORDS OF LEON CO. FLA. IN THE BOOK 3 PAGE 190.

MAY 10 2 35 PM '56

AT THE TIME DATE NOTED  
GEO. G. CHAMFORD,  
CLERK OF CIRCUIT COURT.