

#3

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RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That Albert Builders, Inc., the owners in fee simple of all of Unit #3 of Kentwood Estates Subdivision, a subdivision as per Plat Book 5, page 52, of the Public Records of Leon County, Florida do hereby impose upon said lands hereinabove described the following covenants and restrictions to run with the land, which covenants and restrictions shall be binding on all parties and all persons claiming under them until January 1, 1999 at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the lots in said subdivision it is agreed to change such covenants in whole or in part.

If the party hereto, or its grantees, successors or assigns, shall violate or attempt to violate, any of the covenants herein, it shall be lawful for any other person, firm or corporation, owning any real property situate in said above described land, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and intervening to prevent him or them from doing so, or to recover damages or other dues for such violation.

Invalidating of any of these covenants by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

A. All lots in the subdivision shall be known and described as residential lots and no structure shall be erected, altered, placed or permitted to remain on any residential building lot other than a one detached single-family dwelling not to exceed two (2) stories in height and a private garage for not more than three (3) cars, and a laundry or tool room attached to the garage on the ground floor.

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

C. There shall be no fences on the front of any residential lot and no side fences except such side fences as shall commence at a point no nearer the street than the back line of the house. All fences erected shall be decorative in nature.

D. No residence shall be erected nearer than 30 feet from the street which said residence faces, or nearer than 10 feet from one side lot line, and not nearer than 7 feet from the other side lot line.

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

F. No residence shall be erected or placed on any building plot which plot has an area of less than 10,000 square feet or a width of less than 60 feet at the front building set back line.

G. The ground floor area of the main structure exclusive of one-story open porches and garages shall not be less than 1000 square feet in the case of a one-story structure and not less than 700 square feet in the case of a structure of more than one story.

H. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by an architectural control committee as to quality and workmanship and materials, harmony of external design and existing structures, and as to location with respect to topography and finished grade elevation. The architectural control committee shall consist of Wilbur D. Albert, Karen Albert and Ann Hagler. A majority of the committee may designate a representative to act for it.

I. The grantor and its successors or assigns, or the owner of any property, or part thereof, hereinabove described, shall have the right to enforce by proper legal proceeding 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 in the above-described subdivision will be sold by it, or its successors or assigns, unless subjects to all of the restrictions enumerated herein, except as above specified, and that the deed conveying same shall convey same subject hereto: and these covenants shall be binding on all parties claiming under the covenant hereof and shall run with the land and be in force and effect as set out above.

J. No residential lot shown on the recorded plat of this subdivision shall be resubdivided into building lots and no more than one single-family residence shall be placed on any one building lot.

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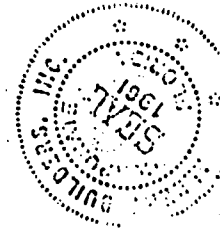
IN WITNESS WHEREOF, the undersigned Albert Builders, Inc. as owners of said land have hereunto set their hands and seals this 20th day of October, 1970.

ALBERT BUILDERS, INC.

By: [Signature] (SEAL)  
Wilbur D. Albert, President

Witnesses:

[Signature]  
[Signature]



STATE OF FLORIDA  
COUNTY OF LEON

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Wilbur D. Albert, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of October, 1970.

[Signature]  
Notary Public, State of Florida  
My Commission Expires April 15, 1972  
Issued by American Title & County Co.  
7/21/72  
W. T. HAGLER  
NOTARY PUBLIC  
STATE OF FLORIDA

232372  
RECORDED IN THE PUBLIC  
RECORDS OF LEON CO. FLA.  
IN 1970  
DEC 21 3 09 PM 1970  
AT THE TIME & DATE NOTED  
PAUL F. PEARSEFIELD  
CLERK OF CIRCUIT COURT