

OFF. REC. 369 PAGE 399

CORRECTION TO RESTRICTIVE COVENANTS

STATE OF FLORIDA,)

COUNTY OF LEON.)

THIS DECLARATION OF CORRECTION TO RESTRICTIVE COVENANTS, made and published this 22^d day of July, 1969, by CENTURY CONSTRUCTION CORPORATION (hereinafter referred to as CENTURY), a corporation chartered under the laws of the State of Florida and having its principal office in Tallahassee, Leon County, Florida, and by M. & T. CORPORATION (hereinafter referred to as M. & T.), a corporation chartered under the laws of the State of Florida and having its principal office in Tallahassee, Leon County, Florida.

W I T N E S S E T H :

THAT, WHEREAS, CENTURY is the owner of the subdivision known as SCENIC HEIGHTS UNIT NO. 4, being a subdivision of all those certain lots, tracts or parcels of land situate, lying and being in Leon County, Florida, and described as:

SCENIC HEIGHTS UNIT NO. 4, a subdivision of part of Section 21; Township 1 North, Range 1 West, Leon County, Florida; lying within 3 miles of the City of Tallahassee, Florida, as per map or plat thereof recorded in Plat Book 5, Page 2, of the Public Records of Leon County, Florida.

and

WHEREAS, M. & T. was the previous owner of the said SCENIC HEIGHTS UNIT NO. 4, and did set up, establish, promulgate and declare certain protective covenants governing and regulating the use and occupancy of the said SCENIC HEIGHTS UNIT NO. 4, and declared the same to be covenants running with the land, said covenants being dated May 22, 1969 and recorded in Official Records Book 363, Page 419 in the Public Records of Leon County, Florida; and

WHEREAS, an error has been discovered in paragraph numbered twelve (12) of the said Covenants, and it is to the interests, benefit, and advantage of CENTURY and M. & T. and to each and every person or corporation which shall hereafter purchase any lot in said subdivision that such error be corrected;

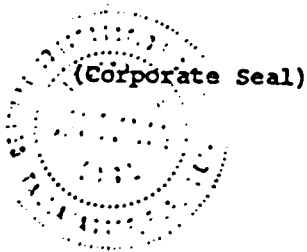
NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by CENTURY and M. & T. and each and every subsequent owner of any of the lots in the said subdivision, said CENTURY CONSTRUCTION CORPORATION joined by M. & T. CORPORATION does hereby promulgate and declare the following correction to paragraph numbered twelve (12) of the said Covenants to apply to all of said lots and to all persons owning said lots, or any of them in the same manner, force and effect and duration as the original Restrictive Covenants.

"12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition."

With this correction and none others CENTURY and M. & T. hereby ratify and confirm the original Restrictive Covenants dated May 12, 1969 and recorded in Official Records Book 363, Page 419, in the Public Records of Leon County, Florida.

IN WITNESS WHEREOF, the said CENTURY CONSTRUCTION CORPORATION joined by M. & T. CORPORATION has caused these presents to be executed at Tallahassee, Florida, by their respective officers, and their respective corporate seals attested by the corporate secretaries to be hereunto affixed on the day and year first above written.

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CENTURY CONSTRUCTION CORPORATION

BY Frederick E. Turner (SEAL)
Frederick E. Turner, President

ATTEST:

Carol Ann Turner (SEAL)
Carol Ann Turner, Secretary

Signed, sealed, and delivered in the presence of:

Linda A. Hernandez

Francis Mota

(Corporate Seal)

M. & T. CORPORATION

BY Louis R. Turner (SEAL)
Louis R. Turner, President

ATTEST:

Frederick E. Turner (SEAL)
Frederick E. Turner, Secretary

Signed, sealed, and delivered in the presence of:

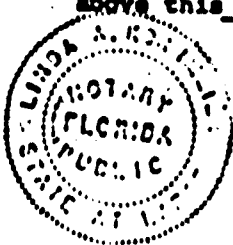
Francis Mota

Linda A. Hernandez

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 FREDERICK E. TURNER and CAROL ANN TURNER, to me known to be the persons described in and who executed the foregoing instrument as President and Secretary respectively of CENTURY CONSTRUCTION CORPORATION, the corporation named and identified therein as owner, and severably acknowledged to and before me that they executed the same as officers in the name and as the act and deed of said corporation.

WITNESS my hand and seal in the state and county named above this 22nd day of July, 1969.



Linda A. Hernandez
NOTARY PUBLIC
My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Aug. 17, 1972
Issued by American Fire & Security Co.

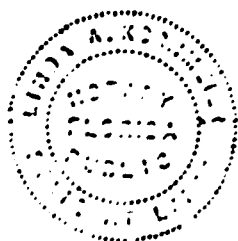
4/17/72

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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 LOUIS R. TURNER and FREDERICK E. TURNER, to me known to be the persons described in and who executed the foregoing instrument as President and Secretary respectively of M. & T. CORPORATION, the corporation named and identified therein as the previous owner, and severally acknowledged to and before me that they executed the same as officers in the name and as the act and deed of said corporation.

WITNESS my hand and seal in the state and county named above this 22nd day of July, 1969.



Liaison O. K...
NOTARY PUBLIC
My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Apr. 17, 1972
Bonded by American Surety & Guaranty Co.

4/17/72

209512

RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
IN INSTRUMENT PAGE 10B.

JUL 2 4 13 PM '69

AT THE TIME & DATE AFORESAID
PAUL P. HAYFIELD
CLERK OF CIRCUIT COURT

This instrument was prepared by
Harry A. Williams of
ETWIN, PENNINGTON, VARN & JACOBS
Attorneys at Law
300 South Gadsden Street
Tallahassee, Florida

ETWIN, PENNINGTON, VARN & JACOBS — TALLAHASSEE, FLORIDA

OFF. REC. 363 PAGE 419

RESTRICTIVE COVENANTS

STATE OF FLORIDA

COUNTY OF LEON

THIS DECLARATION OF RESTRICTIVE COVENANTS, made and published this May 2nd, 1969, by M. & T. CORPORATION, a corporation chartered under the Laws of the State of Florida and having its principal office in Tallahassee, Leon County, Florida.

W I T N E S S E T H :

THAT, WHEREAS, said corporation is the owner of the subdivision known as SCENIC HEIGHTS UNIT NO. 4, being a subdivision of all of those certain lots, tracts or parcels of land situate, lying and being in Leon County, Florida, and described as

Scenic Heights Unit No. 4, a subdivision of part of Section 21, Township 1 North, Range 1 West Leon County, Florida; lying within 3 miles of the City of Tallahassee, Florida, as per map or plat thereof recorded in Plat Book 5, page 2, of the Public Records of Leon County, Florida.

and

WHEREAS, it is to the interest, benefit and advantage of M. & T. CORPORATION and to each and every person or corporation which shall hereafter purchase any lot in said subdivision that certain protective covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land;

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by M. & T. CORPORATION and each and every subsequent owner of any of the lots in said subdivision, said corporation does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said lots and to all persons owning said lots,

207860

RECORDED IN THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA

MAY 23 3 47 11 1969

AT THE TIME & DATE ABOVE PAUL F. HORTON, CLERK OF CLERK COURT

Given, Published, View & Assent—TALLAHASSEE, FLORIDA

or any of them, hereafter; these protective covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through M. & T. CORPORATION until 2000 A. D.

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

2. ARCHITECTURAL CONTROL. 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 the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in 14 below.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one-story open porches and garages, shall contain at least 1,000 square feet for a one-story dwelling, exclusive of carport, garage, open porches, etc., and at least 900 square feet for a dwelling of more than one story.

4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side

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street line than the minimum setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 7½ feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line.

5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,500 square feet.

6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

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10. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in broing for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

12. GARBAGE AND REFUSE DISPOSAL. No lot shall be ured or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fence shall be

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erected nearer the front lot line than the front of the dwelling situated thereon.

14. ARCHITECTURAL CONTROL COMMITTEE.

a. MEMBERSHIP. The architectural control committee is composed of the Officers of CENTURY CONSTRUCTION CORPORATION, a Florida corporation with its principal place of business in Tallahassee, Florida which shall consist of at least the president and two other officers. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

b. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after the plans and specifications have been submitted to it, or any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

15. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 38 years from the date these

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covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

16. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violating or to recover damages.

17. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said M. & T. CORPORATION has caused these presents to be executed at Tallahassee, Florida, by its officers, and its corporate seal attested by its secretary to be hereunto affixed on the day and year first above written.

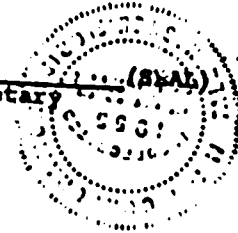
(Corporate Seal)

M. & T. CORPORATION
BY [Signature] (SEAL)
LOUIS R. TURNER, President

Signed, Sealed and delivered in the presence of:

[Signature]
[Signature]

ATTEST
[Signature] (SEAL)
FREDERICK E. TURNER, Secretary



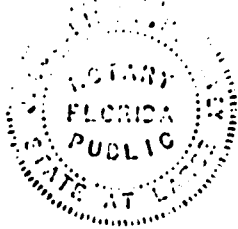
STATE OF FLORIDA,
COUNTY OF LEON.

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LOUIS R. TURNER and FREDERICK E. TURNER, To me known to be the persons described in and who executed the foregoing instrument as

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President and Secretary, respectively, of M. & T. CORPORATION, the corporation named and identified therein as owner, and severally acknowledged to and before me that they executed the same as such officers in the name and as the act and deed of said corporation.

WITNESS my hand and official seal in the said County and State, this 22nd day of May, A.D. 1969.



Josephine M. McBarney
NOTARY PUBLIC
My commission expires:

Notary Public, State of Florida at Large
My Commission Expires April 20, 1973
Bonded by American Fire & Casualty Co.
4-20-73

This instrument was prepared by
Larry G. Ullensvang of
ERVIN, PENNINGTON, VARN & JACOBS
Attorneys at Law
305 South Gadsden Street
Tallahassee, Florida