

KNOW ALL MEN BY THESE PRESENTS that We, EARL M. COTTON, JR. and HELEN C. COTTON, his wife, of the County of Leon and State of Florida, and owners in fee simple of the following described tract of land in Leon County, Florida:

Begin at the Southeast corner of Lot 2, Block "Z" of Betton Hill, a subdivision as per plat of Sixth Addition to said Betton Hill recorded in Plat Book 3, Page 181 of the public records of Leon County, Florida; from said point of beginning run thence Westerly along the south line of Lots 2 and 1 of said Block "Z" 243 feet to the Southwest corner of said Lot 1, thence Southwesterly along the Eastern boundary of Chamberlin Drive 34.4 feet to the northern boundary of Trescott Drive, thence Southeasterly along a curve to the right 167.6 feet along said boundary of Trescott Drive to the point of tangent, thence South 34 degrees 21 minutes East 319.2 feet along the northeastern boundary of Trescott Drive to point of curve, thence Southeasterly along a curve to the right 218 feet along said boundary of Trescott Drive to point of tangent, thence South 19 degrees 42 minutes East 514.48 feet along said boundary of Trescott Drive, thence Easterly along a line 60 feet north of and parallel to the north boundary line of property of J. Velma Keen 423.08 feet along the north boundary of Argonne Road to the northwestern boundary of the Centerville Road (now designated Magnolia Drive in the City of Tallahassee), thence North 47 degrees 47 min. East 582 feet along said boundary of the Centerville Road to the most southerly corner of lands known as the "Bryant Estate", thence North 58 degrees 50 minutes West along the property boundary line 1410 feet, more or less, to the east line of said Lot 2, Block "Z", thence Southerly along said Lot line 51.2 feet to the point of beginning, containing 16.13 acres, more or less, situate, in Section 20, Township 1 North, Range 1 East..

Rec'd  
1-28-71

do hereby impose upon the said lands included in said tract and upon each and every part of said tract so included, the following covenants and restrictions to run with the land and which shall be binding on and upon all parties and all persons claiming, through or under, us, or any of us, until the first day of January, A. D. 2005, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the parcels in said tract, it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of us, our heirs or assigns, or any person claiming to claim by, through or under us, or either of us, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract to prosecute any proceedings at law or in equity against the person

This instrument was prepared by  
 JOHN H. COTTEN of  
 COTTEN, SHIVERS, GWYNN & DANIEL  
 Attorneys at Law  
 127 East Park Avenue  
 Tallahassee, Florida  
 COTTEN, SHIVERS, GWYNN & DANIEL - ATTORNEYS AT LAW - P. O. BOX 12 - TALLAHASSEE, FLORIDA

or persons violating or attempting to violate any such covenants and either to prevent him, or them, from so doing or to recover damages or other dues for such violation.

INVALIDATING of any of these covenants by judgment, court order or otherwise shall in no wise affect any of the other provisions, all of which not so invalidated shall remain in full force and effect.

The covenants and restrictions hereby imposed upon all parcels in said tract are as follows, to-wit:

- A. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential plot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three cars, and a laundry or tool room attached to a garage on the ground floor.
- B. No building shall be erected, placed or altered on any building plot in this tract until the building plans, specifications and plat plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structure in the subdivision and as to location of the building with respect to topography and finished ground elevation by a committee composed of Ada Belle Winthrop, A. J. Livingston, Grady W. Hartley, Julian Alford, Mrs. Gertrude Allen, and such other persons as they, or the survivors of them, may add to said committee, 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 elect successors and 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 thirty (30) days after said plans and specifications have 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 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 its designated representative shall cease on and after January 1st, 2005. 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 parcels in this tract 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 nearer the front lot line or nearer the side street line than forty (40) feet or farther from the front lot line or side street line than sixty (60) feet. No building except a detached garage or other out-building located eight (80) feet or more, from the front lot line, shall be located nearer than twelve (12) feet to any side.

- D. No parcel in said tract fronting on Trescott Drive shall be conveyed, divided or subdivided into lots having a width of less than 110 feet. If the frontage on Trescott Drive is 120 feet or less, no parcel shall be conveyed, divided or subdivided into lots having a depth of less than 170 feet. If the frontage on Trescott Drive is more than 120 feet, no parcel shall be conveyed, divided or subdivided into lots having a depth of less than 160 feet. No residential structure shall be erected, placed or maintained on any lot in said tract smaller than permitted by these limitations.
- E. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done or kept 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 as a residence.
- G. The ground floor area of the main building, exclusive of one-story open porches and garages, shall be not less than sixteen hundred and fifty (1650) square feet in the case of a one-story structure nor less than fourteen hundred (1400) square feet in the case of a one and one-half story structure.

IN TESTIMONY WHEREOF, the said EARL M COTTON, JR. and HELEN C. COTTON, his wife, have hereunto set their hands and seals on this 28<sup>th</sup> day of January, A. D. 1971.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

<u>Abner M. ...</u>	<u>Earl M. Cotton, Jr.</u> (SEAL) EARL M. COTTON, JR.
<u>Nancy H. ...</u>	<u>Helen C. Cotton</u> (SEAL) HELEN C. COTTON

STATE OF FLORIDA:

COUNTY OF LEON :

Before me, the undersigned authority, this day personally appeared EARL M. COTTON, JR. and HELEN C. COTTON, his wife, to me well known and known to me to be the persons described in and who executed the above and foregoing instrument of writing and acknowledged before me that they executed the same, freely and voluntarily for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal this 28<sup>th</sup> day of January, 1971.



Nancy H. ...  
NOTARY PUBLIC  
STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES:

The State of Florida at Leon County  
My Commission Expires Oct. 28, 1971.