

PROTECTIVE COVENANTS
DATED: Not shown
RECORDED: Nov 13 '52
DEED BOOK 150, Page 45

Protective Covenants Relating to Eppes Heights - Unit No. 1, a Subdivision in the Northwest Quarter of Section 2, and in the Northeast Quarter of Section 3, Township 1 South, Range 1 West, as per plat recorded on Page 93 of Plat Book 3 of the Public Records in the Office of the Clerk of the Circuit Court, in and for Leon County, Florida.

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 Paragraph 1.

3. DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot at a cost of less than \$6,000.00 (except that on Lots 28, 29, 30, 31 and 32 in Block A; Lots 12, 13 and 14 in Block B; Lots 21, 22, 23 and 24 in Block C; Lots 1, 2 and 3 in Block E, this amount shall be reduced to \$4,000.00), based upon costs levels prevailing on the date these covenants are recorded. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 700 square

feet for a one-story dwelling, nor less than 600 square feet for a dwelling of more than one-story, except that on Lots 28, 29, 30, 31 and 32 in Block A; Lots 12, 13 and 14 in Block B; Lots 21, 22, 23 and 24 in Block C; Lots 1, 2 and 3 in Block E, this area shall be reduced to 600 square feet for a one-story dwelling.

4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building 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 10 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 60 feet or more from the minimum building set-back line. No dwelling shall be located on any interior lot nearer than 5 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 7,000 square feet, except that on Lots 28, 29, 30, 31 and 32 in Block A; Lots 12, 13 and 14 in Block B; Lots 21, 22, 23 and 24 in Block C; Lots 1, 2 and 3 in Block E, a dwelling may be erected on any lot having a width of 50 feet at the minimum setback line, and with an area of at least 5,000 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. ARCHITECTURAL CONTROL COMMITTEE. The architectural control committee is composed of Frank Stoutamire, Tom Atkinson, Fred Parker, all of Tallahassee, Florida. A majority of the committee may designate a representative to act for it. In the event of 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 representatives 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.

10. 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 plans and specifications have been submitted to it, or in 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.

11. GENERAL PROVISIONS - 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 twenty-five years from the date these 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.

12. ENCROACHMENT. 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 violation or to recover damages.

13. 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 undersigned, as owner of all the lots comprising Eppes Heights, Unit No. 1, has hereunto set his hand and seal the day and year first above written.

SIGNED: Frank Stoutamire (SEAL)
Trustee

in the presence of two witnesses.

ACKNOWLEDGED October 13, 1952, by Frank Stoutamire, Trustee, as and for his own free act and deed and for the uses and purposes therein expressed, before Ruth T. Gregory, N.P. State of Florida at Large. Commission expires Dec. 7, 1953. (N.P. SEAL).