

OFF. 885 PAGE 239

DEC 21 12 00 PM 1977

AT THE TIME & DATE NOTED
PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT

RESTRICTIVE COVENANTS OF
AUTUMN ESTATES

This indenture made, executed, and delivered this 21st day of December, 1977 by WEST FLORIDA CONSTRUCTION COMPANY INC., a Florida partnership organized and existing under the Laws of the State of Florida, with its principal office and place of business in Tallahassee, Leon County, Florida.

WITNESSETH:

THAT, WHEREAS, said corporation is the owner of the subdivision known as AUTUMN ESTATES, being a subdivision of land situate, lying and being in Leon County, Florida, and described as follows:

All of AUTUMN ESTATES, a subdivision as per map or plat thereof recorded in Plat Book 8 Page 8 of the Public Records of Leon County, Florida.

WHEREAS, it is to the interest, benefit and advantage of WEST FLORIDA CONSTRUCTION COMPANY, INC., and to each and every person who shall hereafter purchase any lot in said subdivision that certain protective covenants, governing and regulating the use and occupancy of the same shall 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 WEST FLORIDA CONSTRUCTION COMPANY, INC., and each and every subsequent owner of any of the lots in said subdivision, said partnership 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, or any of them, hereafter; these protective covenants shall become effective immediately and run with the land and shall be binding upon all persons claiming under and through WEST FLORIDA CONSTRUCTION COMPANY, INC.

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 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 structure, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or located on any lot nearer to any street than the front of the dwelling situated thereon. Approval shall be as provided in 11 below.
3. DWELLING 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 700 square feet for a one-story dwelling, and at least 550 square feet for a dwelling of more than one-story exclusive of carport, garage, open porches, etc.

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 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 7.5 feet to each side or any combination of setbacks on each side that equals at least 15 feet, provided that no such setback shall be less than 5 feet. No dwelling shall be located on any interior lot nearer than 35 feet to the rear lot line. For the purpose of this covenant, eaves, and open porches shall not be considered as a part of any 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 60 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,750 square feet.

6. **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.

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

8. **SIGNS.** No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet to advertise the property for sale or lease.

9. **LIVESTOCK AND POULTRY.** No animal, 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.

10. **SIGHT DISTANCE AT INTERSECTIONS.** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and 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.

11. **ARCHITECTURAL CONTROL COMMITTEE.**

a. **MEMBERSHIP.** The architectural control committee initially shall be composed of three persons to be appointed by WEST FLORIDA CONSTRUCTION COMPANY, INC. A majority of the committee may designate a representative to set 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 the services performed pursuant to this covenant.

b. **PROCEDURES.** 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

11b PROCEDURES (continued)

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.

12. 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 30 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 them owners of the lots has been recorded; agreeing to change said covenants in whole or in part.

13. ENFORCEMENT. Enforcement shall be by proceeding 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.

14. SEVERABILITY. Invalidation of any one of these covenants by judgement of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

15. AMBIGUITIES. So long as WEST FLORIDA CONSTRUCTION COMPANY, INC. owns any lot or lands within the above described property it may amend these restrictive covenants if it is deemed necessary by the General Partners to clarify any ambiguities. WEST FLORIDA CONSTRUCTION COMPANY, INC., further reserves the right and shall have the power to grant variances and/or waivers as to any violations of these restrictive covenants which WEST FLORIDA CONSTRUCTION COMPANY, INC., deems to be insubstantial in nature and in material violation hereof.

Done and executed this 21st day of DEC., A.D. 1977

WITNESSES:

[Signature]
[Signature]

WEST FLORIDA CONSTRUCTION COMPANY, INC.
BY: [Signature]
ITS: President

STATE OF FLORIDA
COUNTY OF LEON

Before me personally appeared Lomax Smith
to me well known and known to me to be the person described in and who executed
the following instrument, and acknowledged to and before me that he
executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 21st day of December
A.D. 1977.

[Signature]
Notary Public
State of Florida at Large

My Commission Expires: 3/6/81

Notary Public, State of Florida at Large
My Commission Expires March 6, 1981
SIGNED BY AMERICAN FIDELITY & GUARANTY COMPANY

