

REF: 320 WMB20

RESTRICTIVE COVENANTS ON CAMELIA SUBDIVISION,
A SUBDIVISION IN LEON COUNTY, FLORIDA, ACCORD-
ING TO MAP OR PLAT THEREOF APPEARING OF RECORD
IN PLAT BOOK 5, PAGE 28, OF THE PUBLIC
RECORDS OF LEON COUNTY, FLORIDA.

KNOW ALL MEN BY THESE PRESENTS:

That W. H. Robinson and Inez Gardner Robinson, his wife,
Robert Lindsey and Sonja P. Lindsey, his wife, Homer A.
Brinkley and Irma W. Brinkley, his wife, and Robert F.
Brinkley and Wilma H. Brinkley, his wife, as covenantors
and owners in fee simple of Camelia Subdivision, a sub-
division in Leon County, Florida, according to the map or
plat thereof recorded in Plat Book 5, page 28, of
the public records of Leon County, Florida, do hereby impose
upon the said lands hereinabove described the following
covenants and restrictions to run with the land and which
shall be binding on all parties and all persons claiming
under them until August 1, 2003, at which time said cove-
nants shall be automatically extended for successive periods
of ten years unless by vote of a majority of the then owners
of the lots it is agreed to change such covenants in whole or
in part.

If the parties hereto, or their grantors, heirs 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 sub-
division to prosecute any proceedings 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 so doing, or to recover damages or other dues
for such violation.

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AT THE OFFICE OF THE CLERK
OF THE PUBLIC RECORDS
IN THE CITY OF TALLAHASSEE
FLORIDA

REF: 320 PAGE 021

Invalidation of any 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.

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. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$10,000.00 based upon cost 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 1,000 square feet for a one-story dwelling, nor less than 750 square feet for a dwelling of more than one-story.

3. 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 20 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 7 1/2 feet to the side lot line provided that as to any interior lot line one side lot line may be 7 1/2 feet and the other 7 1/2 feet. Provided, however, that the distance between adjoining houses shall at all times be at least 15 feet. 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.

4. 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 7,500 square feet.
5. 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.
6. 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.
7. ARCHITECTURAL CONTROL COMMITTEE. No building shall be placed or altered on any residential lot in the subdivision until the building plans, specifications and plot plans showing the location of such building have been approved, in writing, as to conformity and harmony of external design with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation by a committee composed of any three (3) of the following four (4) persons: Homer A. Brinkley, Robert T. Brinkley, Robert Lindsey and W. H. Robinson or their heirs or by a representative designated by a majority of the members of such a committee.

In the event said committee or designated representative shall not within thirty days after such specifications and plot plan have been submitted to it, approve or reject such plans and specifications or plot plan, then such approval will

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not be required and these covenants will be deemed to have been fully complied with. 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.

8. 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 thirty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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. This paragraph shall apply to all of the restrictive covenants herein contained with the exception of the first numbered restrictive covenant which shall terminate twenty-five years from the date these covenants are recorded and which covenant shall not be subject to the automatic extension provided as to the other covenants in this instrument.

9. 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 violation or to recover damages.

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10. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF the covenantors have hereunto set their hands and seals this 28th day of June, 1968.

W. H. Robinson (SEAL)
W. H. ROBINSON

Wesley Gardner Robinson (SEAL)
WESLEY GARDNER ROBINSON

Robert Lindsey (SEAL)
ROBERT LINDSEY

Sonja P. Lindsey (SEAL)
SONJA P. LINDSEY

Homer A. Brinkley (SEAL)
HOMER A. BRINKLEY

Irma W. Brinkley (SEAL)
IRMA W. BRINKLEY

Wilma H. Brinkley (SEAL)
WILMA H. BRINKLEY

By: Robert T. Brinkley
Robert T. Brinkley, as
Attorney in Fact for W. H.
Robinson, Inez Gardner
Robinson, Robert Lindsey,
Sonja P. Lindsey, Homer A.
Brinkley, Irma W. Brinkley
and Wilma H. Brinkley

Robert T. Brinkley (SEAL)
ROBERT T. BRINKLEY, Individually

Signed, sealed and delivered
in the presence of:

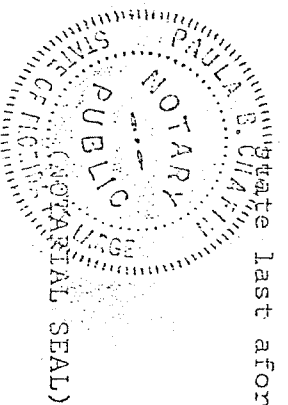
Charles W. [Signature]
Earl B. Clark

REF: 220 PM 625

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 Robert T. Brinkley as Attorney in Fact for W. H. Robinson and Inez Gardner Robinson, his wife, Robert Lindsey and Sonja P. Lindsey, his wife, Homer A. Brinkley and Irma W. Brinkley, his wife, and Wilma H. Brinkley, wife of Robert T. Brinkley, and Robert T. Brinkley, individually, to me known to be the person described in and who executed the foregoing restrictive covenants, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the county and State of Florida last aforesaid this 28th day of June, 1968.



Paula B. Chaffin
NOTARY PUBLIC
Notary Public, State of Florida at Large
My Commission Expires Sept. 10, 1970
Bonded by Transamerica Insurance Co.

This instrument was prepared by:

CRAS. H. SPITZ
of KEEN, OKELLEY & SPITZ
Attorneys at law
Post Office Box 1879
Tallahassee Florida 32302