

Circle 8 Acres

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That W. J. BOYNTON, III, an unmarried man, of the County of Leon and the State of Florida, being the owner in fee simple of the following described real property situate, lying and being in Leon County, Florida, to wit:

Begin at the Southeast corner of the Southwest Quarter of Section 28, Township 2 North, Range 1 East, and run thence North 89 degrees 43 minutes 30 seconds West along the Section line 805.28 feet, thence North 00 degrees 18 minutes 30 seconds West 431.12 feet to the South boundary of the 66 foot right of way of Ox Bottom Road, thence South 87 degrees 56 minutes 00 seconds East along said South right of way boundary 806.05 feet to the East boundary of the Southwest Quarter of said Section 28, thence South 00 degrees 17 minutes 30 seconds East along said East boundary 405.92 feet to the Point of Beginning, containing 7.7 acres, more or less.

ALSO

Beginning at the Northeast corner of the Northwest Quarter of Section 33, Township 2 North, Range 1 East, and running thence South 15.60 chains to the Thomasville Road, thence along said Road South 27 degrees West 2.59 chains, thence along said Road South 3 degrees West 3.00 chains, thence West 10.67 chains, thence North 21 chains, thence East 12.20 chains to the place of beginning, containing in all 25 acres, more or less.

makes the following declaration of restrictions covering the above described real property, specifying that this declaration shall constitute a covenant running with the land and that this declaration shall be binding upon the owner and upon all persons deraigning title through the undersigned. These restrictions, during their lifetime, shall be for the benefit of and limitation upon all present and future owners of the real property.

- 1. No lots shall be used except for residential purposes. No buildings shall be erected, altered, placed or

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RECORDED IN THE PUBLIC RECORDS OF LEON CO. FLA. IN THE BOOK & PAGE IND.

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AT THE U.S. DISTRICT COURT PAUL F. HARTSFIELD CLERK OF THE CIRCUIT COURT

permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height, and one stable for horses; except that, with the written consent of the owner, who must approve the planned construction, one detached utility building may be erected upon each lot.

2. 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 in writing as to quality of workmanship and material, external design and as to location of the building with respect to topography and finished elevation by W. J. BOYNTON, III, or someone designated by him. After approval in writing has been given and construction has once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. Completion of construction in accordance with approved plans and specifications must be within eight (8) months after the commencement of construction on any lot.

3. The approval or disapproval as required in these covenants shall be in writing. In the event those designated fail to approve or disapprove within thirty (30) days after plans and specifications have been submitted to them, or in any event, if no suit to enjoin the construction has been commenced prior to its completion, approval will not be required and the related covenants shall be deemed to have been complied with fully.

4. The exterior structure material of exterior walls of any dwelling built on any lot shall be at least two-thirds (2/3) brick or stone masonry, unless specifically waived in writing by W. J. BOYNTON, III, or someone designated by him to have such authority; concrete blocks are not to be considered brick or stone masonry. It shall not be permissible to utilize asbestos siding or concrete block on the exterior walls of any

residence unless a written waiver is obtained from W. J. BOYNTON, III, or someone designated by him.

5. No dwelling shall be erected on any lot unless said dwelling shall contain at least one thousand six hundred square feet of heated area exclusive of porches and garages. No two-story dwelling shall be erected unless the ground floor shall contain at least one thousand square feet of heated area, exclusive of porches and garages. In the event a structure contains more than one story, the ground floor area must be completely finished as living area and at least five hundred square feet of the second floor area must be completely finished as living area. All dwellings shall have attached to the main building a carport or garage, large enough to place two automobiles therein, having the entrance facing a side lot line or the rear lot line. In no event shall the entrance be permitted to face the front lot line of said property. Carports shall be screened on the sides which are visible from the road running in front of the property in such a manner that objects located in the carport shall present a broken and obscure view from the outside thereof.

6. No building shall be constructed on any lot unless the area of said lot is 1.3 acres or more. No building shall be erected nearer than one hundred feet from the front lot line nor nearer than fifty feet from the side lot line, unless written waiver is obtained from W. J. BOYNTON, III, or someone designated by him.

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

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

permanently, nor shall any such building, with the exception of approved outbuildings, be allowed on any lot.

9. 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, horses and ponies, may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

10. No sign of any kind shall be displayed to the public view on any lot except 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 sale.

11. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All structures owned and users of said lot must comply with all state and county sanitary laws, rules and regulations.

12. No barbed wire or other obtrusive fences shall be placed on any lot and no bamboo shall be allowed to grow on any lot.

13. All driveways shall be constructed of a hard surface material such as concrete or asphalt.

These covenants are to run with the land and shall be binding on all parties and persons claiming under the owners herein for a period of fifty years, at which time said covenants shall terminate, unless a majority of the owners of portions of the above described property shall in writing extend the same for successive periods of time.

If the parties hereto, or any of them their heirs or assigns, or anyone claiming under them shall violate or attempt to violate any of the covenants herein, it shall be lawful for

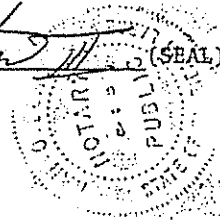
any other person or persons owning any part of the herein described real property to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing so or to recover damages or other legal remunerations for such violation. The party bringing the action or suit shall be entitled to recover in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney, if the party bringing the suit is the prevailing party in such action.

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6 day of February, A. D. 1968.

Signed, sealed and delivered in the presence of:

Alan Hengel  
Gayle Berger      W. J. Boynton III  
W. J. BOYNTON, III



STATE OF FLORIDA )  
COUNTY OF Alachua )

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared W. J. BOYNTON, III, an unmarried man, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same for the purposes therein stated.

WITNESS my hand and official seal in the county and state aforesaid this 6 day of February, A. D. 1968.

Alan O. Boynton  
NOTARY PUBLIC

My commission expires:  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES NOV. 2, 1971  
BONDED THROUGH F. D. W. RIEBEL HONOLULU