

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That we, JENNINGS A. REHWINKEL and MYRTLE B. REHWINKEL, husband and wife, of the County of Leon and State of Florida, as owners in fee simple of a subdivision known as FAIRFAX ESTATES, UNIT NO. 1, according to map or plat thereof appearing of record at page 75 of Plat Book 4 of the public records in the Office of the Clerk of the Circuit Court in and for Leon County, Florida, do herein and hereby impose upon said land, and upon each and every part of said land so included in said map or plat of said subdivision, the following covenants and restrictions, which shall run with the land and be binding on and upon all persons claiming by, through or under us, or either of us, until the 1st day of October 2002, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless by vote of a majority of the then owners of the lots in said subdivision it is agreed to change said covenants in whole or in part. In any vote taken pursuant to any clause of these covenants each person, or group of persons, shall be entitled to one vote for each lot or major portion thereof owned by such person, or group of persons.

If the parties hereto, or any of us, our heirs or assigns, or any person claiming or 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 subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such covenant, and either to prevent any of them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgment, court order, or otherwise, shall in nowise 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 the land in said subdivision are as follows:

1. All lots in the tract shall be known, designated and used as residential building lots. No building shall be erected, altered, placed, or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two and one-half (2-1/2) stories in height and a private garage for not more than two (2) cars, and which garage may have a storage, laundry, work or tool room attached on the ground floor.
2. No building shall be erected, placed or altered on any lot in this subdivision until the building plans, specifications, and plot plan showing the location of such building, have been approved, in writing, as to conformity and harmony of materials and external designs with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation by the Architectural Control Committee, hereinafter designated.
3. No wall shall be erected, placed or altered on any lot, unless the location and type thereof is approved by the Architectural Control Committee.
4. No building shall be located on any lot nearer than twenty-five (25) feet to the front lot line, or nearer than fifteen (15) feet to any side street line. No building shall be located nearer than seven and one-half (7-1/2) feet to an interior lot line, except that no side yard shall be required for a garage or other

permitted accessory building, located five (5) feet or more from any lot line. Provided, however, that the distance between adjacent houses shall be, at all times, at least fifteen (15) feet. No dwelling shall be located nearer than five (5) feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches, shall not be considered a part of the building.

5. No dwelling shall be permitted on any lot, the ground floor area of which is less than seven hundred (700) square feet for a one-story dwelling, or less than thirteen hundred (1,300) square feet for a two and one-half story dwelling. No dwelling shall be permitted on any lot for less than Seven Thousand (\$7,000.00) Dollars, based on cost levels prevailing on the date these covenants are recorded.

6. No residential structure shall be erected or placed on any building lot, unless the same contains one entire numbered lot, according to the recorded plat of Fairfax Estates, Unit No. 1.

7. 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. No structures 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. No fence shall be erected on any lot nearer to the front lot line than the rear of the structure erected on said lot and such fence shall be of a conventional design and shall be maintained to keep up the appearance of the neighborhood.

10. No animals shall be maintained on any of the lots of said subdivision, except household pets, and not more than twenty-five (25) chickens; provided, that if any chickens are maintained, they shall be kept under fence to the rear of the improvements. Chicken yard shall be kept clean, and offensive odors kept to a minimum acceptable to other residents in the neighborhood.

11. No lot shall be sold to anyone whose ownership would tend to undue lower the value of property owned by others in the subdivision. This covenant should not be construed as to prohibit sale to anyone because of race, color or creed; but to safeguard against sale to anyone because of obnoxious character, unsavory background or reputation would be an anathema to the other owners and consequently lower the value of their property for resale.

Anyone wishing to sell and finding no buyer except one as described above, can appeal to the Architectural Control Committee which would act at that time as a Committee of Appeals. This committee would then call a meeting of all property owners in the subdivision to consider the problem. If no solution of the problem can be found within forty-five (45) days after one wishing to sell has appealed to the Appeals Committee, then he is privileged to sell to any buyer who agrees to the other covenants as provided for this subdivision.

12. The Architectural Control Committee is composed of Jennings A. Rehwinkel, Myrtle B. Rehwinkel and Jennings A. Rehwinkel, Jr. A majority of the Committee may designate representatives to act for the Committee. A majority of the Committee may act for the full Committee on any matter coming before it. In event of death, or resignation of any member of the Committee, the remaining members, or member shall name a successor. No compensation may be claimed by any member of this Committee for his services on the Committee.

IN WITNESS WHEREOF, We hereunto set our hands and seals at Tall-

hassee, Florida, this 3<sup>rd</sup> day of October A. D. 1963.

Signed, sealed and delivered  
in the presence of:

Margaret M. Mathews Jennings A. Rehwinkel (SEAL)  
William J. Coe Myrtle B. Rehwinkel (SEAL)  
 Jennings A. Rehwinkel.  
 Myrtle B. Rehwinkel.

STATE OF FLORIDA  
COUNTY OF LEON

Before me, the undersigned authority, this day personally appeared Jennings A. Rehwinkel and Myrtle B. Rehwinkel, his wife, well known to me and known by me to be the persons so named in and described in and who executed the foregoing instrument of writing and acknowledged the execution thereof as and for their own free act and deed and for the uses and purposes therein expressed.

Witness my hand and Notarial Seal at Tallahassee, Florida, this 3<sup>rd</sup> day of October A. D. 1963.

Margaret M. Mathews  
 N. P. STATE OF FLORIDA AT LARGE  
 MY COMMISSION EXPIRES: 8-21-65

137824

RECORDED IN THE PUBLIC  
RECORDS OF LEON COUNTY,  
FLORIDA, PAGE 111.

NOV 18 9 19 AM '63

THE PUBLIC STATE ARCHIVE  
LEON COUNTY, FLORIDA  
CLERK OF COUNTY COURT

REF: 268 PAGE 501

Tallahassee, Florida  
May 24, 1967

AMENDMENT TO RESTRICTIVE COVENANTS, Relating to  
Unit I, Fairfax Estates as Recorded in Book III, Page 76,  
Public Records of Leon County, Florida

We, Jennings A. Rehwinkel and Myrtle B. Rehwinkel, husband and wife, owners of majority lots in Unit I of Fairfax Estates, a subdivision a plat of which appears of record at Page 75 of Plat Book 4 of the Public Records of Leon County, Florida, having received approval of other owners of lots in said subdivision, to wit: Tallahassee Lions Club of Tallahassee, Florida, and University of Florida Foundation, Inc. of Gainesville, Florida, amend Paragraph numbered 8 of Restrictive Covenants relating to this subdivision to permit trailers on Lots 1, 2, 3 and 4, Block "B" of this subdivision, subject to the approval of the Architectural Committee. Trailers are not permitted on other lots of the subdivision at this time.

Originals of the permissions granted by the Tallahassee Lions Club and the University of Florida Foundation, Inc. are attached for recording purposes.

Signed

  
Jennings A. Rehwinkel.

  
Myrtle B. Rehwinkel.

180077

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

1967 MAY 24 AM 8:05

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

REC: 268 PAGE 502

Tallahassee, Florida  
May 22, 1967

We, The Tallahassee Lions Club, owners of Lot # 4, Block "A" in Unit ONE, Fairfax Estates, on the request of the Owners of the majority lots in said sub-division, give our permission for altering the Restrictive Covenants relating to this subdivision so that House Trailers may be permitted on Lots 1, 2, 3, and 4, Block "B" of the sub-division, and these lots only. It is specifically understood that House Trailers will not be permitted on other lots in this sub-division.

APPROVED in Board Meeting on above date.

Signed: Clarence Gabbett  
President

ATTESTED: W. J. McEwan  
Secretary

OFF. 268 PAGE 503  
REC. 268 PAGE 503

UNIVERSITY OF FLORIDA FOUNDATION, INC.  
TIGERT HALL • GAINESVILLE 32601  
AREA 904 - 376-3261



May 11, 1967

Dear Jennings:

I have investigated the deed of a lot in your subdivision in Tallahassee and I see it is subject to restrictive covenants in Official Records Volume III, page 76 of the public records of Leon County, Florida. I assume this means that it is zoned against certain types of construction. The University of Florida Foundation would not want to become involved in requesting a zoning change. However, we would not object to any change you would want to make yourself.

If you could find a buyer we would be glad to sell it for any amount between \$800.00 and \$900.00.

Thanking you for your interest, I am

Sincerely yours,

*R. C. Beaty*  
R. C. Beaty  
Consultant

Mr. Jennings Rehwinkel  
508 Talaflo Street  
Tallahassee, Florida 32303