

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, HARBINWOOD ESTATES, INC., a Florida corporation, is the owner in fee simple of the subdivision known as HARBINWOOD ESTATES, Unit No. 2, as per map or plat thereof recorded in Plat Book 4, page 83, of the public records of Leon County, Florida, and

WHEREAS, the owners are now in the process of developing such property into a residential area near the city of Tallahassee, Leon County, Florida, and

WHEREAS, the said owners desire to create certain restrictive covenants to run with the land located in said subdivision so that said lots shall be secured for the period hereinafter specified and such covenants are solely for the purpose of establishing a permanent and substantial community in said subdivision.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2000, at which time said covenants 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 said covenants in whole or in part.

2. If the parties hereto, or any of them, or their heirs, or assigns, shall violate or attempt to violate any part of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

3. 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.

4. All lots in the tract shall be known, designated and used as residential lots. No structure shall be erected, altered, placed, used, maintained or permitted to remain on a residential building plot other than one detached single-family dwelling, not to exceed two stories in height and a private garage for not more than two cars and a servant's room, tool room or storage room attached to the ground floor of the garage.

5. No building shall be located on any residential building plot nearer than 40 feet to any front lot line. No building except a detached garage or other outbuilding located 75 feet or more from the front lot line shall be located nearer than 15 feet to any interior side lot line.

6. No residential structure shall be erected or placed or maintained on any building plot, which plot has an area of less than 15,000 square feet or a width of less than 90 feet at the front building set back line. No residential structure shall be erected, placed or maintained in any plot unless the same contains at least one entire lot according to the said plat of Harbinwood Estates, Unit No. 2.

7. No horses, sheep, cows, goats, swine, or poultry shall be kept, raised, or maintained on the hereinabove described area.

8. No trade or commercial activity shall be carried on upon any lot or plot within the above described area, and no commercial, advertising or display signs and no large or unsightly signs shall be permitted on said land, provided, however, nothing herein contained shall be construed to prevent the developers or their agents from erecting or maintaining on any part of said land owned by them such commercial and display signs or such temporary structure as may be reasonably required by them, for development and sale purposes.

9. 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.

10. No trailer, basement, tent, shack, garage, barn or other outbuildings erected in the lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No trailer may be converted into a permanent residence by placing it on a permanent foundation or by any other means.

11. No dwelling located on any lot in said subdivision shall be less than 1400 square feet in the body of the main structure, exclusive of any open porches, garages and other appurtenances.

12. No building shall be erected, placed or altered on any building plot in this subdivision, until the building plans, specifications, and plat plan 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 H. G. Smith and Carl L. Daniels, and such other persons as they, or the survivors of them, may add to said committee, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee the remaining member, or members, shall have full authority to elect successors and to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or, in any event if no suit to enjoin the erections of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required, and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated

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representative shall cease on and after January 1, 2000. Thereafter the approval described in this covenant shall not be required unless prior to said date and affective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives who shall thereafter exercise the same powers previously exercised by said committee.

13. Harbinwood Estates, Inc., owner, reserves the right to waive minor violations of restrictions until such time as the hereinabove property has been developed and sold in its entirety.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this 7th day of April, A. D. 1964

Signed, sealed and delivered in the presence of:

Charles M. Perkins
Leslie C. Harrell

HARBINWOOD ESTATES, INC. (SEAL)
By: *[Signature]*
President

Attest: *Carl L. Daniels*
Secretary

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 H. G. SMITH and CARL L. DANIELS, as President and Secretary, respectively, of HARBINWOOD ESTATES, INC., to me known to be the persons described in and who executed the foregoing Restrictive Covenants, and they acknowledged before me that they executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of April, A. D., 1964

142522

RECORDED IN THE PUBLIC RECORDS OF LEON CO., FLA. IN THE BOOK & PAGE NO.

Charles M. Perkins
Notary Public, State of Florida et al.

My commission expires: Aug 9, 1967

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APR 14 2 20 PM '64

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