

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, H. G. SMITH and HARRIET O. SMITH, his wife, of the County of Leon, State of Florida, are the owners in fee simple of the subdivision known as Lake Forest, Unit No. 1, as per map or plat thereof recorded in Plat Book 4, at page 44, 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, 1991, 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 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 30 feet to the 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 side lot line.

6.

No residential structure shall be placed on any building plot unless the same contains at least one entire lot according to the recorded plat of Lake Forest, Unit No. 1

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 reasonable 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 tract 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.

11.

No dwelling located on Lots 1 - 14, Block C, shall be less than 1,400 square feet in the body of the main structure exclusive of any open porches, garages, car ports and other appertenances, and no dwelling located on Lots 1 - 5, Block A, or on Lots 6 - 13, Block B, shall be less than 1,200 square feet in the body of the main structure exclusive of any open porches, garages, car ports and other appertenances.

12.

All residential structures shall be in harmony with existing homes in the Lake Forest subdivision, and all dwellings must have a solid foundation on front and sides, sub-flooring for a frame house; furred out inside walls for masonry construction. No residence or outbuildings shall be constructed with a metal roof or composition roof other than shingles.

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13.

H. G. Smith, 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 31<sup>st</sup> day of May, A. D. 1961.

Signed, sealed and delivered  
in the presence of:

H. G. Smith (SEAL)  
H. G. SMITH

John K. Folsom  
Earline O. Watterson

Harriet O. Smith (SEAL)  
HARRIET O. SMITH

STATE OF FLORIDA  
COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared H. G. SMITH and HARRIET O. SMITH, his wife, 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 31<sup>st</sup> day of May, A. D. 1961.

Earline O. Watterson  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
My Commission Expires:

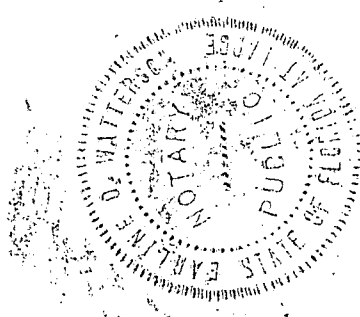
110229

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

Notary Public, State of Florida at Large  
My Commission Expires Aug. 30, 1963  
Bonded by American Surety Co. of N. Y.

1961 MAY 31 PM 2:51

AT THE TIME & DATE NOTED  
PAUL F. HARTFIELD  
CLERK OF COUNTY COURT



LAW OFFICES  
HOPKINS & FOLSOM  
LEWIS STATE BANK BLDG.  
TALLAHASSEE, FLA.