

## RESTRICTIVE COVENANTS

OF

LAKESHORE ESTATES, UNIT NO. 3

KNOW ALL MEN BY THESE PRESENTS: THAT DOUGLAS DEVELOPMENT CORPORATION, a Florida corporation, with its principal office and place of business in Tallahassee, Leon County, Florida, the owner in fee simple of all of LAKESHORE ESTATES, UNIT NO. 3, a subdivision as per map or plat thereof recorded in Plat Book 7, Page 32, Public Records of Leon County, Florida; except Lots 1 through 15, inclusive, Block F, and Lots 1 through 5, inclusive, Block K, thereof, and CENTURY CONSTRUCTION CORPORATION, a Florida corporation, with its principal office and place of business in Tallahassee, Leon County, Florida, the owner in fee simple of Lots 1 through 15, inclusive, Block F, and Lots 1 through 5, inclusive, Block K, of LAKESHORE ESTATES, UNIT NO. 3, a subdivision as per map or plat thereof recorded in Plat Book 7, Page 32, Public Records of Leon County, Florida (the two owners being hereinafter collectively referred to as Grantor), does hereby impose upon the lands hereinabove described the following covenants and restrictions to run with the land and which shall be binding on Grantor and all persons claiming by, through or under said Grantor, until January 1, 2011, at which time said covenants shall be automatically extended for successive ten (10) year periods unless a majority of the then owners of the lots shall agree to change them in whole or in part.

If Grantor, or any person claiming by, through or under Grantor, or their heirs or assigns, or any other person shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said development or subdivision 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 so doing or to recover damages for such violation.

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

1. All lots in the subdivision shall be known and described as residential lots. No structure shall be erected, altered, placed, or permitted to remain on any of said lots, other than single family dwellings not to exceed two stories in height and a private garage or carport for not more than three cars and a laundry or tool room attached to the garage or house on the ground floor. Nothing herein shall prevent the construction of basements under the dwelling.

2. No building shall be erected or placed upon any lot in the subdivision unless the design and location of such buildings have been approved in writing as to conformity and harmony of external design and location with existing structures in the subdivision by the President of CENTURY CONSTRUCTION CORPORATION, or by a committee of stockholders of the corporation, appointed by said individual for that purpose, which said approval shall not be unreasonably withheld. If said approval is not granted or denied within thirty (30) days after submission of adequate plans and specifications, these covenants shall be considered as complied with.

3. No building shall be located upon any residential building plot nearer to the front lot line than 25 feet, nor nearer than 15 feet to any side-corner lot street line. No building shall be located nearer than 25 feet to any rear lot line. As to side-interior lot lines, the building set-backs may be seven and one-half (7 1/2) feet on each side; or any combination of set-backs on each side of a lot line so that as to interior lot lines, the buildings will be at least 15 feet apart, provided that no side-interior building set-back on a lot shall be less than 5 feet.

4. 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.

5. No trailer, basement, (except as otherwise herein provided)

tent, shack, garage, barn, apartment, duplex, tenement house or other outbuilding shall be erected or placed on the property or at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

6. The ground floor area of the main structure of a dwelling shall not be less than 1350 square feet exclusive of open porches, garages and carports, in the case of a one-story structure and not less than 675 square feet in the case of a structure of more than one story. All structures of more than one story shall have a total floor area of not less than 1300 square feet.

7. Nothing herein shall prevent any dwelling being built on more than one (1) lot as shown on the recorded plat, but no lot shall be subdivided to secure more than one building plot.

8. No fences shall be erected or maintained on any lot in front of any dwelling located thereon. An ornamental fence not to exceed four (4) feet in height may be used to the rear of the front wall. For the purpose of these restrictions, screens or walls used to hide or shield any entry-way or terrace shall be considered a part of the dwelling.

9. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No dwelling shall be used as a business or business office open to the general public.

10. In the event that a minor violation of any of these restrictions shall inadvertently occur, which said minor violation shall not be of such a nature to defeat the intent and purpose of these covenants, the Grantor, for a period of five (5) years from and after this date, reserves the right to waive such minor violation.

11. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and

sanitary condition.

12. Grantor agrees that no lot in the above-described sub-division will be sold by them, or their heirs or assigns, unless subject to all of the restrictions enumerated herein, except as above specified, and that the deed conveying same shall convey same subject thereto; and these covenants shall be binding upon all parties claiming under the covenants hereof and shall run with the land and be in force and effect as set out above.

IN WITNESS WHEREOF, DOUGLAS DEVELOPMENT CORPORATION, a Florida corporation, and CENTURY CONSTRUCTION CORPORATION, a Florida corporation, have caused these presents to be executed and signed in their respective names by their President and their corporate seals to be affixed this 30<sup>th</sup> day of August, 1974.

Signed, sealed and delivered in the presence of:

Edward C. Powell  
Gene T. Guido

DOUGLAS DEVELOPMENT CORPORATION  
BY: Fred E. Turner  
FRED E. TURNER  
President

(CORPORATE SEAL)

Edward C. Powell  
Gene T. Guido

CENTURY CONSTRUCTION CORPORATION  
BY: Fred E. Turner  
FRED E. TURNER  
President

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF LEON

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, FRED E. TURNER, well known to me, and known to me to be the President of DOUGLAS DEVELOPMENT CORPORATION, described in and who executed the foregoing instrument, and acknowledged before me that he executed the same in the name of and

on behalf of said corporation, affixed the corporate seal of said corporation thereto; that as such corporate officer he is duly authorized by that corporation so to do; and that the foregoing instrument is the act and agreement of said corporation.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal this 30<sup>th</sup> day of August, A. D. 1974.

*Thomas R. Smith*  
Notary Public  
4-9-78  
Notary Public, State of Florida at Large  
My Commission Expires April 9, 1978

STATE OF FLORIDA  
COUNTY OF LEON

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, FRED E. TURNER, well known to me, and known to me to be the President of CENTURY CONSTRUCTION CORPORATION, described in and who executed the foregoing instrument, and acknowledged before me that he executed the same in the name of and on behalf of said corporation, affixed the corporate seal of said corporation thereto; that as such corporate officer he is duly authorized by that corporation so to do; and that the foregoing instrument is the act and agreement of said corporation.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal this 30<sup>th</sup> day of August, A. D. 1974.

*Thomas R. Smith*  
Notary Public  
4-9-78  
Notary Public, State of Florida at Large  
My Commission Expires April 9, 1978

320315  
9-3-74  
RECORDED IN THE PUBLIC  
RECORDS OF THE COUNTY OF LEON  
FLORIDA  
DATE OF RECORDING  
FILED IN BOOK NO. 155548  
BY CLERK OF COUNTY COURT



THIS INDENTURE, made and entered into this 14th day of October, A.D. 1949, by and between LEON T. CHEREK and MARGARET D. CHEREK, his wife, of the County of Duval and State of Florida, parties of the first part, and A.M. MIDDLEBROOKS and ROB R. MIDDLEBROOKS, of the County of Leon and State of Florida, each of whose postoffice address is Tallahassee, Florida, parties of the second part,

W I T N E S S E T H:

The said parties of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations to them this day in hand paid by the said parties of the second part, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said parties of the second part, their heirs and assigns, in fee simple forever, the following pieces, parcels, lots or tracts of land, located, situated, lying and being in the County of Leon and State of Florida, more particularly described as follows, to-wit:

All of Section One (1) lying South of the Mill Branch and arm of Lake Jackson;

Lots Two (2) and Three (3) of Section Two (2);

Lots One (1), (otherwise described as the Northeast Quarter (NE $\frac{1}{4}$ ), Two (2), Four (4), Five (5), Six (6), and Eight (8), of Section Eleven (11);

All of Section Twelve (12);

That part of Section Thirteen (13) described as follows: Begin at a point 1520 feet south of the northwest corner of Section Thirteen (13) and run thence East 1320 feet, more or less, or one-half the east and west distance of the Southwest quarter of the Northwest quarter (SW $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of Section Thirteen (13), run thence South 560 feet, thence run West 1320 feet, more or less to the west boundary line of Section Thirteen (13), thence run North 560 feet to the point of beginning, containing sixteen and three-quarters (16  $\frac{3}{4}$ ) acres, more or less;

All that part of Section Thirteen (13) described as follows:



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Begin at a point 1678 feet west of the northeast corner of said Section Thirteen (13), run thence West 860 feet, thence South 1320 feet, thence run East 560 feet, thence North 1320 feet to the point of beginning;

Lots One (1) and Six (6) of Section Fourteen (14);

All of Lot Five (5) of Section Fourteen (14), except the south fifteen (15) chains thereof;

That part of Section Fourteen (14) described as follows:

Begin at a point 15 chains north of the southwest corner of Lot Five (5), run thence East 30 feet, thence South to the north right-of-way line of State Road No. Ten (10), formerly State Road No. 1, thence run north-westerly along said right-of-way to the west line of said Lot Five (5), thence run North to the point of beginning;

ALL IN TOWNSHIP ONE (1) NORTH, RANGE ONE (1) WEST,

containing Sixteen Hundred (1600) acres, more or less;

The parties of the first part hereby except from this conveyance and hereby expressly reserved unto themselves, their heirs and assigns forever, an undivided one-half interest in all oil, gas, and other minerals located beneath the surface of the land hereinabove described and covered by this instrument.

It is further stipulated, understood and agreed that the said Leon T. Cheek, for and throughout the remainder of his lifetime expressly retains hunting rights over and upon the said described premises equal to that of the parties of the second part, their heirs and assigns, and that such right hereby reserved and retained shall include the privilege of entering upon and hunting game upon any or all of said premises during the remainder of the life of the said Leon T. Cheek; and the right to keep said land properly posted in the names of the parties of the second part with the posters to be furnished by the said Leon T. Cheek at his own expense.

The word "Game" as used in this instrument shall be construed to include all food birds and wild animals, the shooting of which is not prohibited by the laws of the State of Florida or the United States.

It is expressly stipulated, understood and agreed that taxes against the said premises levied and assessed for the year 1949, shall be pro-rated between the respective parties hereto as of the date of the delivery of this instrument.

The said parties of the first part do hereby fully warrant the title to the premises hereby conveyed and will forever defend the same against the lawful claims of all persons whomsoever, save and except as hereinabove limited.

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands and seals this the day and year first above written.

Signed, sealed and delivered in the presence of Leon T. Cheek (SEAL)

John H. Donahoe Margaret D. Cheek (SEAL)

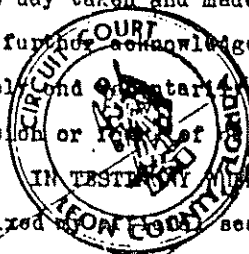
Flournoy B. Clark

STATE OF FLORIDA  
COUNTY OF DUVAL

I hereby certify that on this day personally appeared before me, the undersigned authority, Leon T. Cheek and Margaret D. Cheek, his wife, both to me well known and known by me to be the persons described in and who as subh executed the above and foregoing instrument of writing, and severally acknowledged before me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

And the said Margaret D. Cheek, well known by me to be the wife of the said Leon T. Cheek, on a private examination by me this day taken and made separate and apart from her said husband, did further acknowledge and declare that she executed the same freely and voluntarily without any compulsion, constraint, apprehension or fear of her said husband.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my seal, this the 17th day of October, A.D. 1949.



16956

Flournoy B. Clark  
Notary Public, State of Florida  
at Large. My commission expires:

REC'D 4 1949 /3/

AT THE COURT HOUSE, JACKSONVILLE, FLORIDA