

*Expired*

RESTRICTIVE COVENANTS  
OF  
LEHIGH, UNIT NO. 3

AT THE TIME & DATE NOTED  
PAGE 278

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

116625

KNOW ALL MEN BY THESE PRESENTS: That LEHIGH DEVELOPMENT CORPORATION, a Florida corporation, as owner of the following described property in Leon County, Florida, to-wit:

All lots in LEHIGH, UNIT NO. 3, a subdivision, as per map or plat thereof recorded in Flat Book 4, Page 49, of the Public Records of Leon County, Florida;

and as covenantor, does hereby impose upon the lands hereinabove described the following covenants and restrictions to run with the land and which shall be binding on grantors and all persons claiming by, through or under said grantors, until January 1, 1990, at which time said covenants shall terminate, unless a majority of the owners of the lots in said subdivision shall, in writing, extend the same for successive periods of time.

If grantors, or any person claiming by, through or under grantors, 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 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 covenants and either to prevent him or them from so doing or to recover damages or other dues 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 and shall be residential lots. No structure shall be erected, altered, placed or permitted to remain on any of said lots, 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 laundry or tool room attached to the garage or house on the ground floor. Nothing herein shall prevent the construction of basements under the dwellings.

2. No buildings shall be erected or placed upon any lot in the subdivision, nor shall any existing building be

altered or remodeled, unless the design and location of such building or such alterations have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision by a Committee consisting of WELTON SMITH, CHARLES H. DEEB and T. T. TURNBULL, or their designees, or as such Committee shall be from time to time constituted by appointment by the undersigned developer, which said approval shall not be unreasonably withheld; provided, however, that no such approval shall be necessary subsequent to January 1, 1970. All buildings in the subdivision shall be brick or brick-veneer construction, or stuccoed concrete block, or other masonry construction approved by the Committee designated above; provided, however, that exposed wood, masonite or other materials may be used to dress-off or complete the architectural design of the dwelling, or used otherwise with the approval of the Committee.

3. No building shall be located upon any residential building plot nearer to the front lot line than 35 feet, nor nearer than 20 feet to any side street line. No building except a detached garage or other outbuilding located 100 feet or more from the front lot line shall be located nearer than 12 feet to any side lot line. Any outbuilding not attached to the main dwelling shall be finished on the exterior with the same materials as the main dwelling, or shall be wood or other construction properly painted and finished to blend harmoniously with the main dwelling, as shall be approved by the Committee designated in paragraph 2.

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. No manufacturing, trade, commercial enterprise or nursery school, or business activity of any kind shall be carried on, at or upon any of the said residential lots and no "for sale" signs and no signs or advertisements indicating that any business, trade, profession or otherwise is carried on or offered to be carried on, at or upon any of said lots, shall be placed upon any lot or allowed to exist thereon. This restriction does not apply to the normal signs or advertising usual or customary by a contractor or by Developer during the course of construction of any dwelling or prior thereto.

5. No trailer, basement, tent, shack, garage, barn, or other outbuilding 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.

6. No dwelling shall contain less than 1,200 square feet in the main body of the dwelling, which square foot

area shall be exclusive of utility rooms, carports, open porches, or open covered terraces.

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

8. No fences shall be erected or maintained on, and no part of any lot in front of the dwelling shall be enclosed by a fence, except that an ornamental fence not to exceed 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 an entry-way or terrace shall be considered a part of the dwelling.

9. No horses, goats, cattle, swine or poultry shall ever be kept or maintained upon any lot, and no animal shall be kept or raised commercially in the subdivision. This restriction shall not, however, prevent or prohibit the keeping of domestic pets.

10. No shrubbery or trees that will obstruct the view of motorists shall be planted or allowed to remain closer than 20 feet to a street intersection, except ornamental shrubbery not to exceed 3 feet in height.

11. In the event that a minor violation of any of these restrictions shall inadvertently occur, which said violation shall not be of such a nature as to defeat the intent and purpose of these covenants, the developer of the subdivision reserves the right to waive such minor violation for a period of ten years from the date of the recording of these restrictions.

IN WITNESS WHEREOF, the said LEHIGH DEVELOPMENT CORPORATION, by its proper officers, has hereunto set its hand and corporate seal this the 29th day of December, 1961.

LEHIGH DEVELOPMENT CORPORATION

By *Edward J. Miller*  
President

ATTEST: (CORPORATE SEAL)

*Arthur A. Bowden*  
Secretary

STATE OF FLORIDA

COUNTY OF LEON

BEFORE ME, the undersigned authority, personally appeared EDW. J. HILL and BETTY J. BOWDEN, President and Secretary, respectively, of LEHIGH DEVELOPMENT CORPORATION, a Florida corporation, to me well known and known to be such officers, and they acknowledged before me that they executed the above and foregoing Restrictive Covenants as such officers, for the corporation, and for the uses and purposes therein contained.

WITNESS my hand and official seal this 29<sup>th</sup> day of December, 1961.

*J. B. [Signature]*

Notary Public, State of Florida  
My Commission Expires March 2, 1963  
Bonded to the amount of \$10,000.00