

RESTRICTIVE COVENANTS

DR 1188 PC 1462

This indenture made, executed, and delivered this 18th day of December, 1985, by ASSOCIATED MORTGAGE INVESTORS, organized and existing under the laws of the State of Massachusetts and authorized to do business in the State of Florida, whose business address is P. O. Box 3286, Tallahassee, Florida, 32315.

WITNESSETH:

WHEREAS said corporation is the owner of the subdivision known as Oak Valley Estates being a subdivision of land situate, lying and being in Leon County, Florida, and described as follows:

Lots 1-7 inclusive, Blk G, Lots 1-18 inclusive Blk H, and Lots 1-3 inclusive Blk J, Oak Valley Estates as per plat thereof recorded in Plat Book 9 at Page 65, of the Public Records of Leon County, Florida.

WHEREAS, it is to the interest, benefit and advantage of ASSOCIATED MORTGAGE INVESTORS and to each and every person who shall hereafter purchase any lot in said subdivision that certain protective covenants, governing and regulating the use and occupancy of the same shall be established, set forth and declared to be covenants running with the land;

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by ASSOCIATED MORTGAGE INVESTORS and each and every subsequent owner of any of the lots in said subdivision, said corporation does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said lots and to all persons owning said lots, or any of them, hereafter; these protective covenants shall become effective immediately and run with the land and shall be binding upon all persons claiming under and through ASSOCIATED MORTGAGE INVESTORS.

1. **LAND USE AND BUILDING TYPE.** No lot shall be used except for residential purposes.
2. **DWELLING SIZE.** No dwelling shall be permitted on any lot unless it is at least 900 square feet.
3. **BUILDING LOCATION.** No building shall be located on any lot nearer to the front lot line or nearer to the side street than the minimum setback lines determined by the Leon County Building Code.
4. **NUISANCES.** 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.
5. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one sign of not more than ten square feet to advertise the property for sale or lease.
6. **LIVESTOCK AND POULTRY.** 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 they are not kept, bred or maintained for any commercial purpose.
7. **TERM.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically terminated.
8. **ARCHITECTURAL CONTROL.** The architectural control shall be established by appointing a representative to act on behalf of

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the subdivision owners. Said committee shall be composed of Richard L. Pelham, or his designee. The said representative shall have full authority to modify any setback lines so long as such modifications shall comply with local governmental controls.

9. TEMPORARY STRUCTURES. No structure of a temporary character, no shed, shack, tent, trailer, barn, or other outbuilding shall be erected, constructed, permitted, or maintained on any lot at any time; provided, however, this shall not be deemed or construed to prevent the use of a temporary construction shed during the actual construction of any approved structure, nor the use of adequate sanitary toilet facilities for workmen, which shall be provided to workmen during such construction.

10. FENCES. No fence of any kind shall be placed or constructed nearer to the front property line than the front corner of the residence.

11. UTILITY CONNECTIONS - TELEVISION ANTENNAS - SATELLITE RECEIVING STATIONS. No owner shall construct, erect, or maintain any external radio or television antenna, satellite receiving station or disc, or other similar apparatus on any lot within the properties unless approved by the Architectural Control Committee. In no event shall television antennas or towers be erected at a height in excess of 50 feet, nor shall satellite receiving stations be placed in any front yards.

12. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violating or to recover damages.

13. SEVERABILITY. Invalidation of any one of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESSES:

[Signature]
Cynthia W. Cottrell

ASSOCIATED MORTGAGE INVESTORS

By [Signature]
Richard L. Pelham
President

STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared Richard L. Pelham, as President of Associated Mortgage Investors, to me known to be the person described in and who executed the foregoing RESTRICTIVE COVENANTS OF OAK VALLEY ESTATES, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County named above this 18th day of December, 1985.

Cynthia W. Cottrell
Notary Public

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires July 8, 1989

This instrument prepared by:
James R. Guerino, Esq.
3045 Tower Court
Tallahassee, FL 32303

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RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
DEC 20 1 51 PM 1985
HAUL F. HARTSHIELD
CLERK OF CIRCUIT COURT