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RESTRICTIVE COVENANTS

RECORDED IN THE PUBLIC
RECORDS OF FLA.

Dec 18 3 10 PM '87

THIS INDENTURE made, executed and delivered ^{on this} ~~this~~ third day of December, 1987, 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 Post Office Box 3286, Tallahassee, Florida, 32315.

W I T N E S S E T H :

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

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF;

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 800 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 set back 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 30 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 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.

Signed, sealed and delivered in our presence as witnesses:

Mary R. Guerin
Karen Allen

ASSOCIATED MORTGAGE INVESTORS

By: James R. Guerin
James R. Guerin
Senior Vice President

STATE OF FLORIDA)
COUNTY OF LEON)

The foregoing instrument was acknowledged before me by James R. Guerin, as Senior Vice President of Associated Mortgage Investors, this 3rd day of December, 1987.

Mary R. Guerin
Notary Public

My Commission expires: 5/25/89

PREPARED BY:
JAMES R. GUERINO, ESQ.
P O Box 3286
Tallahassee, Florida 32315

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 25, 1989
BONDED THRU GENERAL INC. USD.

EXHIBIT "A"

Begin at the Southwest corner of Lot 7, Block "G", of Oak Valley Estates, a subdivision as per map or plat thereof recorded in Plat Book 9, Page 65 of the Public Records of Leon County, Florida, and run thence South 81 degrees 29 minutes 07 seconds West 431.54 feet to the Northeasterly right of way boundary of the Seaboard Coast Line Railroad (150 foot right of way), thence North 30 degrees 20 minutes 06 seconds west along said Northeasterly right of way boundary 1617.42 feet, thence North 01 degree 48 minutes 27 seconds East 16.41 feet, thence South 88 degrees 52 minutes 17 seconds East 1289.71 feet to the Northwest corner of Lot 12, Block "D" of Oak Valley, a subdivision as per map or plat thereof recorded in Plat Book 9, Page 58 of the Public Records of Leon County, Florida, thence South along the Westerly boundary of said subdivision as follows: South 01 degree 07 minutes 43 seconds west 146.25 feet to the Northerly boundary of Grove Valley Road, thence North 88 degrees 52 minutes 17 seconds West along said Northerly right of way boundary 40.01 feet, thence South 01 degree 07 minutes 43 seconds West 412.49 feet to the Southerly right of way boundary of Water Valley Drive, thence South 88 degrees 52 minutes 17 seconds East along said Southerly right of way boundary 90.00 feet, thence South 01 degree 07 minutes 43 seconds West 146.25 feet to the Northerly boundary of said Oak Valley Estates, thence leaving said Westerly boundary of Oak Valley run Westerly and Southerly along the boundary of Oak Valley Estates as follows: North 88 degrees 52 minutes 17 seconds West 290.08 feet, thence South 12 degrees 27 minutes 52 seconds East 155.07 feet, thence South 28 degrees 34 minutes 35 seconds East 133.80 feet, thence South 12 degrees 57 minutes 52 seconds East 154.92 feet to a point on a curve concave to the Northerly, thence leaving said Westerly boundary run Easterly along said curve with a radius of 270.00 feet, through a central angle of 06 degrees 58 minutes 59 seconds, for an arc distance of 32.91 feet (the chord of said arc being North 84 degrees 58 minutes 36 seconds east 32.89 feet) to a point on the Northerly right of way boundary of Tallapoosa Road (60 foot right of way), thence South 81 degrees 29 minutes 07 seconds West along said Northerly right of way boundary 32.67 feet to said westerly boundary of Oak Valley Estates, thence South 12 degrees 57 minutes 52 seconds East along said Westerly boundary 60.18 feet to the Southerly right of way boundary of Tallapoosa Road, thence North 81 degrees 29 minutes 07 seconds East along said Southerly boundary 28.00 feet to the Northwest corner of said Lot 7, Block "G", thence South 12 degrees 57 minutes 52 seconds East along the Westerly boundary of said Lot 7, Block "G" a distance of 150.45 feet to the Point of Beginning; containing 25.49 acres, more or less.