

This instrument was prepared by
KYLE DAVIS, ATTORNEY AT LAW
2107 COLLEGE AVENUE
JALAHASSEE, FLORIDA

REC. 921 MAR 13 1966

RESTRICTIVE COVENANTS FOR PINERIDGE ESTATES, UNIT II
SECTION 6, T-J-S, R-I-W

KNOW ALL MEN BY THESE PRESENTS: That CLOVERLEAF CONSTRUCTION COMPANY, INC., owner in fee simple of all the lots in PINERIDGE ESTATES, UNIT II, a subdivision as per map or plat thereof recorded in Plat Book 8, Page 38, of the Public Records of Leon County, Florida, desiring to restrict the use and occupancy of all of the lots owned by it in said subdivision for the purpose of enhancing their value and for the benefit of present and future owners of property in said subdivision, do hereby impose upon the same the following covenants and restrictions to run with the land and which shall be binding upon all persons claimin by, through or under it:

1. LAND USAGE AND BUILDING TYPE. Said lots shall be used for residential purposes only, and no buildings at any time situated on any said lots shall be used for business, commercial, amusement, charitable, and professional or manufacturing, iposes, except that nothing herein contained will be construed as prohibiting said owners from constructing water and sewage pumping plants and drainage structures on any of said lots not conveyed by said owners to a subsequent purchaser. No residence, garage or other building constructed on any of said lots shall be used for the purpose of renting rooms therein or, as a boarding house, hotel, tourist court or motor court. Nothing herein shall prohibit duplex units.

2. DWELLING SIZE. No residence shall be erected or allowed to occupy any portion of any lot of said subdivision unless the ground floor area of the main structure, exclusive of one storey open porches and garages, shall be not less than 720 square feet.

3. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line than 25 feet, nor nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, provided that the combination of setbacks on the two sides shall equal at least 15 feet; the dwelling and disconnected outbuilding, when authorized, shall be at least 25 feet from the rear lot line. The lot coverage of all buildings on a lot cannot

exceed 40% (forty percent) of the lot area, and all buildings are limited to 35 feet in height. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot, to encroach upon another lot or recorded easement.

4. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area less than 14,520 square feet with a minimum average width of 75 feet.

5. TEMPORARY STRUCTURES. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

6. FENCING. No fence shall be erected on any lot nearer to the front line than the rear of the structure erected on said lot and any up the appearance of the neighborhood.

7. ERECTION OF BUILDINGS. All buildings placed on any of the tracts herein described shall be erected by licensed contractors of Leon County, Florida.

8. BUILDING CONTROL. No building will be erected that does not meet the requirements of the "Southern Standard Building Code - Coastal Regions" and no building or addition will be erected without a building permit and construction inspection by the Leon County Building Department.

9. ADDITIONS AND OUTBUILDINGS. No walls, fences and other buildings or additions to any of the buildings shall be erected by the owners of any of the property in said subdivision without a building permit issued by the Leon County Building Department, and such walls, fences, and other outbuildings or additions to the dwelling shall be erected according to the approved plans and specifications.

10. EASEMENTS. Pedestrian utility easements for passage shown on the recorded plat will not be blocked in any way; no shrubbery, fences or buildings will encroach thereon. The owners of the lots subject to such easements shall acquire no right, title or interest in any utility or drainage facility constructed thereon.

11. DRAINAGE CONTROL STRUCTURES. Grading designed to form shallow storm water retainage areas shall not be disturbed or changed from the state or condition installed when the dwelling unit was constructed. Volume of storm water retainage necessary for each lot and a typical retention area design are shown in Addendum "A" to these covenants and by reference made a part hereof. Individual lot retainage area design meeting the requirements of Addendum "A" will be shown in detail on plot plan submitted for building permits and is fully enforceable by Leon County, Florida, or any other person having rights under these covenants.

12. HUISANCES. No noxious or offensive activity, either by sight, noise or odor, 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.

13. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that not more than three dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No kennel or similar structure may be maintained for the keeping of hunting dogs or any similar activity.

14. WATER SUPPLY. No individual water supply system shall be permitted on any lot. All houses constructed on any lot will be required to be served by the private utility serving the subdivision.

15. SEWAGE DISPOSAL. Each dwelling unit will be served by an individual sewage disposal system designed, located and constructed in accordance with the requirements, standards, and recommendations of Leon County Division of Health. The disposal system will not be constructed without a construction permit from such authority.

16. TERMS. These covenants are to run with the land and shall be binding on all persons claiming under the present owner for a period of thirty years from the date the covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

17. RESPONSIBILITIES. Each owner shall refrain from any act or use of his lot which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No noxious, offensive, or illegal activity shall be carried on upon any lot. No lot shall be used in whole or in part for storage or rubbish of any character whatsoever nor shall any substance, thing or material be kept upon any lot which will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of the surrounding property. No trash, rubbish, stored material, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other debris for pickup by garbage and trash removal service units.

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

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

20. VIOLATIONS. If any person shall violate or attempt to violate any of the restrictions herein, it shall be lawful for any other person or persons owning any real property which is subject to this Declaration of Restrictions to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions either to prevent him or then from so doing or to recover damages for such violations.

Should legal action be necessary to enforce these restric-

tions or restrain their violation, the successful party shall be entitled to costs and a reasonable attorney's fee.

IN WITNESS WHEREOF, the said CLOVERLEAF CONSTRUCTION COMPANY, INC. has caused these Restrictive Covenants to be executed on this 7th day of February, 1979, by its President and has affixed its corporate seal hereunto.

CLOVERLEAF CONSTRUCTION COMPANY, INC.

WITNESSES

[Handwritten signatures of witnesses]
K...
Jancy Ward

[Handwritten signature of Fred E. Deeb]
FRED E. DEEB, President

Attest:

[Handwritten signature of Secretary]
Secretary

(corporate seal)

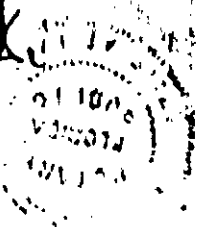


STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me on this 7th day of February, 1979, by Fred E. Deeb, President of Cloverleaf Construction Co., Inc., and Robert McKeithen, Secretary of Cloverleaf Construction Co., Inc.

[Handwritten signature of Jancy Zalubsk]
Jancy Zalubsk
NOTARY PUBLIC

9/13/79
Notary Public, State of Florida at Large
My Commission Expires 12/31/1979
Issued by American Sure & Guaranty Co.



921 1371

ADDENDUM "A" TO THE COVENANTS

PINERIDGE ESTATES - UNIT II

LEON COUNTY

Storage Volume Required

BLOCK E
Lots 20 through 36

224 Cubic Feet

BLOCK F
Lots 19 through 31

224 Cubic Feet

RECORDED IN THE OFFICE OF THE
CLERK OF THE DISTRICT COURT
LEON COUNTY, FLORIDA
THIS 12th DAY OF FEBRUARY
1971
BY: [Signature]