

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, That I, K. R. HAUN, as

Covenantor and owner in fee simple of that real property located in Leon County, Florida, described as follows, to wit:

Commence at a copper pin marking the Southeast corner of the Northwest Quarter of Section 32, T1N, R1E, and run thence S 89° 40' 30" W, 517.7 feet, thence N 00° 19' 30" W, 33.0 feet to the North right of way line of Park Avenue and the West right of way line of Ferndale Road and the Point of Beginning. From said Point of Beginning continue N 00° 19' 30" W, along said West right of way line of Ferndale Road, 997.83 feet, thence S 89° 45' 30" W, 595.84 feet, thence N 00° 05' W, 150.0 feet to the South right of way line of Valley Road, thence run S 89° 48' 30" W, along said South right of way, 499.83 feet, thence run S 00° 08' E, 579.32 feet, thence run N 89° 45' 30" E, 225.14 feet, thence run S 00° 01' W, 570.3 feet to the North right of way line of Park Avenue, thence run N 89° 40' 30" E along said North right of way, 874.79 feet back to the Point of Beginning,

LESS:

Commence at the Southeast corner of the Northwest Quarter of Section 32, Township 1 North, Range 1 East, and run thence S 89° 40' 30" W, 517.7 feet, thence N 00° 19' 30" W, 33.0 feet to a point on the North boundary of Park Avenue, thence S 89° 40' 30" W along said North boundary of Park Avenue 874.79 feet, thence N 00° 01' E, 520.3 feet to the Point of Beginning. From said Point of Beginning continue N 00° 01' W, 50.0 feet to a point on a curve and Southern right of way of a 60 foot street; said curve having a central angle of 73° 13', a degree of curve of 24° 22' 48", and a radius of 235.01 feet; thence Southeasterly along said curve and right of way 35 feet, thence S 43° 34' 30" W, 29.3 feet to the Point of Beginning,

ALSO LESS:

Commence at the Southeast corner of the Northwest Quarter of Section 32, Township 1 North, Range 1 East, and run thence S 89° 40' 30" W, 517.7 feet, thence N 00° 19' 30" W, 33.0 feet to the North right of way line of Park Avenue and the West right of way of Ferndale Road (formerly Reece Road), thence continue N 00° 19' 30" W along said West boundary of Ferndale Road 997.83 feet, thence S 89° 45' 30" W,

595.84 feet to the Point of Beginning. From said Point of Beginning run thence N 00° 05' W 150.0 feet to the South boundary of Valley Road, thence S 89° 48' 30" W along said South boundary of Valley Road 244.75 feet to a Point of Curve, said curve having a central angle of 88° 38' and a radius of 15.0 feet, thence westerly and southwesterly along said curve 23.2 feet to a point of tangency, thence S 1° 33' 30" E, 290.0 feet, thence N 89° 48' 30" E, 233.9 feet to a point on a curve to the right, said curve having a central angle of 90°, and a radius of 50 feet, thence Northeasterly along said curve 31.94 feet, thence N 00° 05' W, 136.90 feet to the Point of Beginning, known as Reece Park Subdivision, as per Plat Book 4, Page 100, of the Public Records of Leon County, Florida,

does hereby impose upon the said lands hereinabove described the hereinafter enumerated covenants and restrictions to run with the land and which shall be binding on all parties and all persons claiming under her until August 31, 1995, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change such covenants in whole or in part.

If the Covenantor, or her grantors, heirs or assigns, shall violate, or attempt to violate, any of the covenants herein, it shall be lawful for any other person, firm or corporation owning any real property situate in said subdivision to prosecute any proceedings in law or in equity against the person, or persons, violating, or attempting to violate, any such covenants and intervening to prevent him or them from doing so or to recover damages for such violation.

Invalidation of any of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

A. All numbered lots in the subdivision shall be known and described as residential lots and no structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single-family dwelling and a private garage, and a laundry or tool room attached to the garage on the ground floor.

- B. No more than one single-family residence shall be placed on any one building lot.
- C. No residential building or structure shall be located nearer than forty (40) feet to the front lot line.
- D. No building or structure shall be located nearer than twenty (20) feet to any side lot line or side street lot line.
- E. No main residential structure shall have less than one thousand seven hundred (1,700) square feet in living area exclusive of porches, attached garages and carports.
- F. Garage apartments will be permitted only in the case that a two-story residence is built as the main structure and in such cases such garage apartment must be connected to the main residence by the use of a breezeway or other suitable means to be approved by the building committee referred to in Paragraph "H" of these restrictive covenants. Such garage apartments will be permitted solely for the occupancy by domestic servants and under no circumstances shall such garage apartments be rented.
- G. No trailer other than carriers of light pleasure boats, no tent, shack or barn shall be erected or allowed to remain on any residential lot except during the erection of a building on such lot, in which event they shall not be used as a residence or dwelling during such period and shall be removed immediately upon the completion of the main dwelling structure.
- H. No building shall be erected, placed or altered on any residential lot in the subdivision until the building plans, specifications and plat plans showing the location of such building have been approved, in writing, as to conformity and harmony of external design with existing structures in the subdivision as to location of the building with respect to topography and finished ground elevation by a committee designated by the undersigned Covenantor.
- I. No house or other structure shall have an exterior surface of exposed concrete block, asbestos siding, Ocala limestone or wood, except as specifically approved by the above-designated committee.
- J. All chimneys and flues which are visible from a normal front view of a residence shall be constructed of brick or quarry stone.
- K. 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.
- L. No animals shall be allowed or permitted except household pets.
- M. The invalidation of any restriction herein by the judgment of any court shall not affect any of the other restrictions, which shall remain in full force and effect.

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IN WITNESS WHEREOF, the Covenantor has hereunto set her hand and seal this 1st day of October, A. D. 1965.

WITNESSES:

*K. R. Haun*

K. R. HAUN (SEAL)

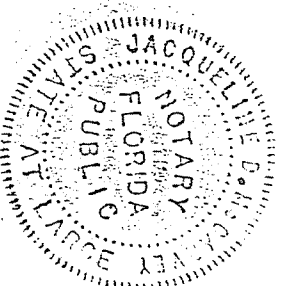
*Jacqueline H. McBarney*

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 acknowledgments, personally appeared K. R. HAUN, to me known to be the person described as Covenantor in and who executed the foregoing RESTRICTIVE COVENANTS, and acknowledged before me that she executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the state and county named above this 1st day of August, 1965. *October*

*Jacqueline H. McBarney*  
NOTARY PUBLIC  
My commission expires:



Notary Public, State of Florida at Large  
My Commission Expires April 20, 1969  
Bonded by American Fire & Casualty Co.

16116A  
RECORDED IN THE PUBLIC  
RECORDS OF LEON CO, FLA.  
IN THE BOOK & PAGE IND.

Oct 1 4 04 PM '65

AT THE TIME & DATE NOTED  
PAUL F. HARTSFIELD  
CLERK OF CIRCUIT COURT