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SEP 15 4 00 PM 1983

CLERK OF CIRCUIT COURT

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RESTRICTIVE COVENANTS FOR SEDGEFIELD, UNIT 4  
A SUBDIVISION IN THE SOUTHEAST QUARTER OF  
SECTION 24, TOWNSHIP 1 NORTH, RANGE 1 EAST

KNOW ALL MEN BY THESE PRESENTS: That M. LEE STONE, MARY S. STONE, LOUISE S. BRICE, ANNE J. SHUFORD and REBECCA S. DONOHUE, owners in fee simple of all the lots in SEDGEFIELD, Unit 4, a subdivision as per map or plat thereof recorded in Plat Book 9, Page 29, public records of Leon County, Florida, desiring to restrict the use and occupancy of all of the lots owned by them 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 claiming by, through or under them.

1. LAND USE AND BUILDING TYPE. All 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 a one detached single-family dwelling and a private garage for not more than three cars, and a laundry or tool room attached to the garage on the ground floor.

2. DWELLING SIZE. No dwelling shall be permitted on any lot unless the heated area of the main structure shall contain at least one thousand four hundred (1,400) square feet, exclusive of garage, carport, open porches, etc.

3. SETBACK REQUIREMENTS. No building or structure shall be located nearer than forty (40) feet from the front line of any lot and no building or structure shall be located nearer than fifteen (15) feet to any side lot line nor nearer than fifteen (15) feet to any rear lot line.

4. LOT USE. No residential lot shown on the recorded plat of this subdivision shall be subdivided into building lots and no more than one single-family residence shall be placed on any one building lot. No mobile home, trailer, tent, shack,

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garage apartment or barn shall be erected or allowed to remain on any residential lot.

5. BUILDING MATERIALS. No house or other structure shall be built with asbestos siding and no house or other structure shall be built with concrete block without being stuccoed or plastered outside.

6. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The architectural control committee is composed of M. Lee Stone, James M. Donohue and Mary S. Stone. A majority of the committee may designate in writing representatives to act for them. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or their designated representatives, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

7. FENCES. There shall be no fences on the front of any residential lot and no side fences except such side fences as shall commence at a point no nearer the street than the back line of the house.

8. ANIMALS. 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. No animal pens of any kind, except a dog pen for not more than two (2) dogs located in the center of the rear of the lot and not to exceed twenty (20) feet by twenty (20) feet shall be erected, placed or altered on any lot.

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9. 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.

10. BOATS AND CAMPERS, ETC. No boats, campers or delivery vehicles shall be parked in front of residences. Such items shall be parked at the side or in the rear of the residence.

11. TERMS. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date of the recorded plat of this subdivision, after which time said covenants shall be automatically extended for successive periods of ten (10) 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.

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

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

14. VIOLATION OF RESTRICTIONS. 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 them from so doing or to recover damages for such violations.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 15<sup>th</sup> day of September, 1983.

Signed, sealed and delivered  
in the presence of:

[Signature]  
Diana L. Bourdon

M. LEE STONE

By:

[Signature]  
James M. Donohue  
as his attorney in fact

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Signed, sealed and delivered  
in the presence of:

Julia Proctor  
Diana L. Bourdon

MARY S. STONE

By: Mary S. Stone  
James M. Donohue  
as her attorney in fact

LOUISE S. BRICE

Julia Proctor  
Diana L. Bourdon

By: Louise S. Brice  
James M. Donohue  
as her attorney in fact

ANNE J. SHUFORD

Julia Proctor  
Diana L. Bourdon

By: Anne J. Shuford  
James M. Donohue  
as her attorney in fact

REBECCA S. DONOHUE

Julia Proctor  
Diana L. Bourdon

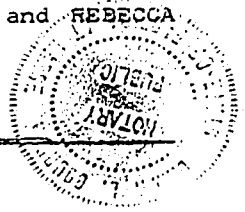
By: Rebecca S. Donohue  
James M. Donohue  
as her attorney in fact

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me  
this 15<sup>th</sup> day of September, 1983 by JAMES M. DONOHUE as attorney  
in fact for M. LEE STONE, MARY S. STONE, LOUISE S. BRICE, ANNE  
J. SHUFORD and REBECCA S. DONOHUE, on behalf of M. LEE STONE,  
MARY S. STONE, LOUISE S. BRICE, ANNE J. SHUFORD and REBECCA  
S. DONOHUE.

Diana L. Bourdon  
Notary Public



My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires September 15, 1984