

Saint Augustine Woods  
RESTRICTIVE COVENANTS

STATE OF FLORIDA  
COUNTY OF LEON,

OR1124PG 77

This declaration of restrictive covenants made and published this 13<sup>th</sup> day of June, 1983, by the undersigned hereinafter referred to as Owners,

W I T N E S S E T H :

That, whereas, the Owners are the Owners of the real property described as lots 1A 1B through 12A 11B in Exhibit "A" attached hereto, situate, lying and being in Leon County, Florida;

WHEREAS, it is to the interest, benefit and advantage of the Owners and to each and every person who shall hereafter purchase any lot 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 the Owners and each and every subsequent owner of any of the lots, said Owners do 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 the Owners for a period of thirty (30) years from the date these covenants are recorded, after which time they shall be extended automatically for successive periods of ten (10) years. Owners and their successors and assigns, by this declaration and all further Owners of the property described in Exhibit "A" attached hereto, by acceptance of their deeds, covenant as follows:

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one, detached single-family dwelling not to exceed two and one-half (2½) stories in height with a maximum height of thirty-five (35) feet and a private garage for not more than three (3) cars. No lot may be subdivided.

2. 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 quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to top-

RECORDED IN THE PUBLIC RECORDS OF LEON CO. FLA.  
JUN 19 1983  
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HARVEY  
COUNTY CLERK

679500

ography and finish grade elevation.

3. DWELLING QUALITY AND SIZE. No dwelling shall be permitted on any lot unless the heated ground floor area of the main structure shall contain as least 1200 square feet for a one-story dwelling, exclusive of carport, garage, open or screened porches, etc. For all dwellings other than a one-story dwelling, the heated ground floor area shall be at least 800 square feet provided that the total square feet, exclusive of carport, garage, open or screened porches, is at least 1200 square feet.

4. BUILDING LOCATION. All homes shall be built facing the private roadway. All structures shall be erected in accordance with the applicable local zoning code. In any event, no building shall be erected nearer than 50 feet from the front property line of each lot. No building shall be located nearer than 25 feet to an interior lot line. No dwelling shall be located on any lot nearer than 50 feet to the rear lot line.

5. REVOCATION OR AMENDMENT. This declaration shall not be revoked or any of the provisions herein amended unless the owners of 12 lots agree to such revocation or amendment by duly recorded instruments.

6. ASSESSMENTS OR CHARGES. The owner of any private road front lot, by acceptance of a deed therefor, shall be deemed to covenant and agree to pay assessments or charges, which shall be used exclusively for the maintenance on the private roadway. Such assessments shall be fixed, established and collected in the amount and at the time determined by a majority vote of the owners of the 18 lots described in Exhibit "A" and shall be divided equally among said owners. The assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment became due.

If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with interest thereon and cost of collection thereof, as hereinafter provided, become a continuing lien on the property which will bind such

property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid within Thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of fifteen (15) percent per annum, and the remaining property owners may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to the amount of such assessment interest on the assessment and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

For the year beginning Jan 1, 1984, and for each annual period thereafter until a majority of the lot owners agree to change the amount of the assessment, the annual assessment shall be paid on or before Jan 1, 1984 and on 1st day of Jan of each year thereafter.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the properties subject to the assessment. This subordination shall not relieve such property from liability for any assessments now or hereafter due and payable, but the lien thereby created shall be secondary and subordinate to any first mortgage irrespective of the time any such first mortgage is executed.

7. 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.

8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.

9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder or realtor to advertise the property during the construction and sales period.

10. LIVESTOCK AND POULTRY. No animals except horses for pleasure purposes, penned fowl and household pets may be kept on any lot, provided that they are not kept, bred or maintained for any commercial purpose.

11. FENCES. All fences shall be of a decorative type, except that a chain link fence may be used if shrubbery is planted along the fence between the fence and the road. The architectural control committee shall approve fences in the same manner as it approves house plans.

12. ON-SITE GENERATED RUN OFF. In order to comply with the provisions of Leon County Ordinance 73-10 as amended by 73-57 and 73-5, the owners of each of the 21 lots described in Exhibit "A" (attached hereto) shall, at the time that a dwelling is built on their lot, make provisions on the said lot for controlling runoff, sedimentation and erosion as defined in the aforesaid ordinances. Rather than make a separate computation on each lot, a uniform minimum volume of 1,750 cubic feet of water shall be controlled on each lot. Said cubic feet shall include the proportionate share of the roadway. The control may be effectuated by grading or the use of "berms" or other methods incorporating sound engineering principals. This permit shall be obtained under the provisions of the above referenced ordinances by the person owning the lot at the time the construction commences and it shall be the duty of the said owner to secure a permit from Leon County authorities concerning this paragraph. Nothing in this paragraph shall excuse performance under any applicable state statute or local ordinance.

13. ARCHITECTURAL CONTROL COMMITTEE. No building shall be erected, placed or altered on any of the 21 building sites covered by these restrictions, until the building plans, specifications and plot plans showing the location of such building has been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of building with respect to topography and finished ground elevation, by a committee composed of Joel Majors and Tommy Redding, or their successors. These 2 committee members shall serve until they resign or are replaced or removed by a majority vote of the owners of the 21 lots covered by these restrictions. In the event a member of this committee desires to build on one of the 21 lots, he shall resign prior to submitting his plans and his successors shall be elected by a majority vote of the owners of the 21 lots. In any balloting or voting called for in these restrictions, the owner or owners collectively of each lot shall be entitled to one (1) vote. There shall be a total of 21 votes. In the event said committee or its designated representatives fail to approve or disapprove designs and plans and locations within fifteen (15) days after said plans and specifications have been submitted to it, or in any event if no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, these covenants shall be deemed to have been complied with. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

14. ROADWAY EASEMENT. By acceptance of their deed, each of the owners of the 21 lots shall be deemed to have granted an easement of right-of-way over a portion of their property, described hereinafter in Exhibit "A" attached hereto for the purposes of ingress and egress and utilities. All owners of each of the 21 lots described in Exhibit "A" shall have full and free right and liberty for them and their tenants, servants, visitors and licensees, in common with all persons having the like right, at times hereafter, for all purposes connected with the lawful use and enjoyment of land, to pass and repass along the roadway located and described on the plat included in Exhibit "A" attached hereto and made a part hereof. The term utilities as described above shall include, but not be limited to water, electric, telephone and cablevision services.

15. PRIOR EASEMENTS GRANTED. The owners hereby give notice and reserve the right to grant easements for a period not to exceed six (6) months from the date of these covenants to the appropriate agency in connection with the installation of water and electrical services; a cablevision company in connection with the installation and maintenance of cablevision services, and Central Telephone Company in connection with the installation and maintenance of telephone service, and said easements shall be confined to the land described as the roadway easement described on page 2 of Exhibit "A".

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

David A. Brady  
Witness

A. B. TAFF AND SONS, INC. (SEAL)

Paul Major  
Witness

By George S. Taff (SEAL)  
George S. Taff, President

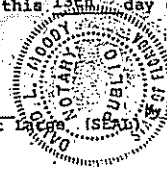
STATE OF FLORIDA  
COUNTY OF LEON,

BEFORE ME, an officer duly authorized in the State aforesaid and in the County aforesaid, this day personally appeared

George S. Taff, President, A.B. Taff & Sons, Inc. to me known to be the person described in and who executed the foregoing Restrictive Covenants and they acknowledged before me that they executed the same for the purposes therein expressed.

Witness my hand and official seal this 13th day of June 19 83.

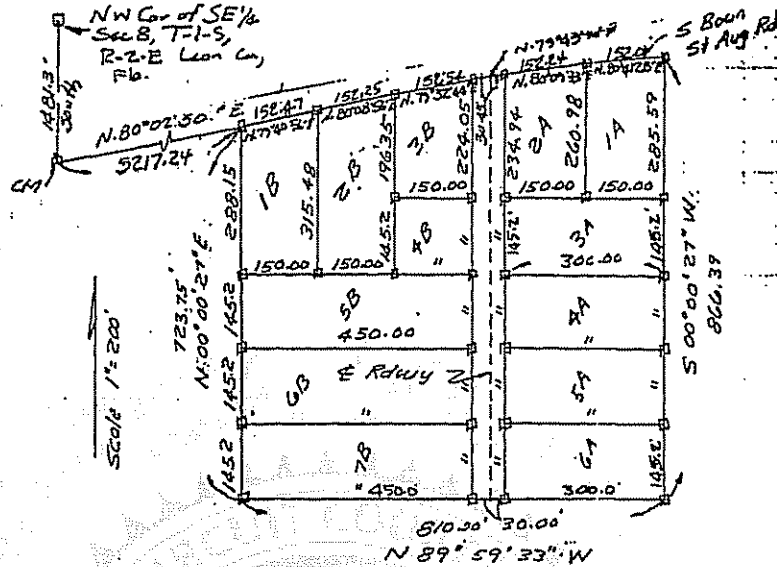
David A. Brady  
Notary Public, State of Florida at Large  
My Commission Expires:



Notary Public, State of Florida  
My Commission Expires March 7, 1985  
Notary Seal Fee: \$1.00

# T.B. HOWARD — LAND SURVEYOR

Monticello, Florida **TR 1124 PG 82**



### LEGAL DESCRIPTION OF UNDIVIDED TRACT

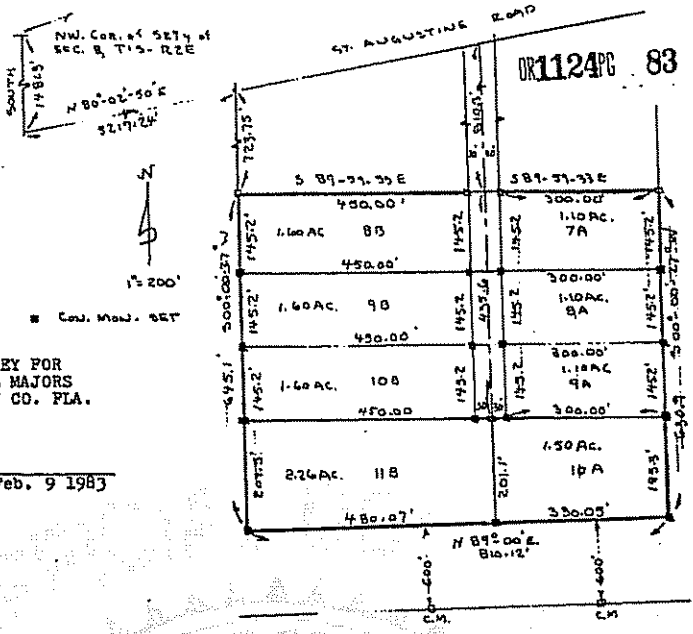
Commence at the Northwest corner of the Southeast quarter of section 8, Township 1 South, Range 2 East, Leon County, Florida and run South 1481.3 feet to a concrete monument on the South boundary of St. Augustine Road, thence N. 80 degrees 02 minutes 50 seconds E. 5217.24 feet along said road to the POINT OF BEGINNING, thence Along said St. Augustine road as follows: N. 79 degrees 40 minutes 56 seconds E. 152.47 feet, N. 80 degrees 08 minutes 56 seconds E. 152.25 feet, N. 79 degrees 32 minutes 44 seconds E. 152.54 feet, N. 79 degrees 43 minutes 16 seconds E. 60.98 feet, N. 80 degrees 09 minutes 33 seconds E. 152.24 feet, N. 80 degrees 41 minutes 28 seconds E. 152.01 feet, thence leaving said road run S. 0 degrees 00 minutes 27 seconds W. 866.39 feet to a point, thence N. 89 degrees 59 minutes 33 seconds W. 810.0 feet to a point, thence N. 0 degrees 00 minutes 27 seconds E. 723.75 feet to the point of beginning. Less and except, a 60 foot strip of land described as being 30 feet right and left of the following described center line;

Commence at the Northwest corner of the Southeast quarter of Section 8, Township 1 South, Range 2 East, Leon County, Florida and run South 1481.3 feet to a concrete monument on the South boundary of St. Augustine Road, thence N. 80 degrees 02 minutes 50 seconds E. 5217.24 feet along said road to a point, thence S. 00 degrees 00 minutes 27 seconds W. 723.75 feet to a point, thence S. 89 degrees 59 minutes 33 seconds E. 480.0 feet to the POINT OF BEGINNING OF THIS CENTER LINE DESCRIPTION, thence N. 00 degrees 00 minutes 27 seconds E. 810.0 feet to a point on the South boundary of St. Augustine Road and the end of this center line description. Containing 13.68 acres, more or less, and being a part of section 9, Township 1 South, Range 2 East, Leon County, Florida.

I hereby certify that this plat is a correct representation of the land plotted hereon

*T.B. Howard*  
 T.B. Howard  
 FLORIDA REGISTERED LAND SURVEYOR #1285  
 Date 9-8-82 Job # \_\_\_\_\_ Book \_\_\_\_\_





SURVEY FOR  
JOEL MAJORS  
LEON CO. FLA.

By: Feb. 9 1983

**LEGAL DESCRIPTIONS:**

**Overall boundary.**  
Commence at the Northwest corner of the Southeast Quarter of Section 8, Township 1 South, Range 2 East, Leon County, Florida and run thence South 1481.30 feet, thence North 80 degrees 02 minutes 50 seconds East along the St. Augustine Road 5217.24 feet, thence South 00 degree 00 minutes 27 seconds West 723.15 feet to a concrete monument marking the POINT OF BEGINNING. From said point of beginning continue South 00 degree 00 minutes 27 seconds west 645.10 feet to a concrete monument, thence North 89 degrees 00 minutes East 810.12 feet to a concrete monument, thence North 00 degree 00 minutes 27 seconds East 630.90 feet to a concrete monument, thence North 89 degrees 59 minutes 33 seconds West 810.00 feet to the point of beginning, containing 11.86 acres, more or less.

**60 foot roadway:**  
A strip of land 60 feet wide whose centerline is described as follows:  
Commence at the Northwest corner of the Southeast Quarter of Section 8, Township 1 South, Range 2 East, Leon County, Florida and run thence South 1481.30 feet, thence North 80 degrees 02 minutes 50 seconds East, along the St. Augustine Road 5217.24 feet, thence South 00 degree 00 minutes 27 seconds West 1159.35 feet to a concrete monument, thence South 89 degrees 59 minutes 33 seconds East 480.00 feet to a concrete monument marking the POINT OF BEGINNING. From said point of beginning run North 00 degree 00 minutes 27 seconds East 1245.90 feet to a point on the south boundary of the St. Augustine Road which point terminates this 60 foot strip of land.

I hereby certify that this is a plat of the property described herein, that there are no encroachments thereon and that it is true and correct to the best of my knowledge and belief.

A. F. Marshall  
A. F. Marshall  
Feb. 9 '83



This property is not subject to flooding due to rainfall.

A. F. Marshall  
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