

SE 433 NE 239

RESTRICTIVE COVENANTS
OF
ASTORIA PARK, UNIT NO. 2

RECORDED
INDEXED
MAY 11 2012
TALLAHASSEE, FLORIDA

KNOW ALL MEN BY THESE PRESENTS: That IDEAL ESTATES, INC., a corporation organized and existing under the laws of the State of Florida, with its principal office and place of business in Tallahassee, Leon County, Florida, the owner in fee simple of the following described real estate:

ASTORIA PARK, UNIT NO. 2, a subdivision as per map or plat thereof recorded in Plat Book 6, page 8, of the public records of Leon County, Florida.

does hereby impose upon the lands hereinabove described, the following covenants and restrictions to run with the land and which shall be binding on grantor and all persons claiming by, through or under said grantor, until January 1, 2012, at which time said covenants shall be automatically extended for successive ten year periods unless a majority of the then owners of the lots shall agree to change them in whole or in part.

If grantor, or any person claiming by, through or under grantor, or their heirs or assigns, or any other person shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other covenants and provisions contained herein which shall remain in full force and effect.

RECORDED 240

A. All lots in the subdivision shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any of said lots, other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars and a laundry or tool room attached to the garage or house on the ground floor, except that as to Lots 10 through 16, Block "F" and Lots 1 through 12, Block "H", a one or two family dwelling shall be permitted, and further except that as to Lots 17 through 27, Block "F", Lots 1 through 8, Block "G", and Lots 20 through 24, Block "E", a one, two, three or four family dwelling shall be permitted. Nothing herein shall prevent the construction of basements under the dwelling.

B. No buildings shall be erected or placed upon any lot in the subdivision unless the design and location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision by the President of Ideal Estates, Inc., or by a committee of stockholders of the corporation, appointed for that purpose, which said approval shall not be unreasonably withheld. If said approval is not granted within thirty days after submission of plans, etc., this covenant shall be considered as complied with.

C. No building shall be located upon any residential building plot nearer to the front lot line than 30 feet, nor nearer than 15 feet to any side street line. No building except a detached garage or other outbuilding located 75 feet or more from the front lot line shall be located nearer than 6 feet to any side lot line.

D. 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.

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E. No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

F. The ground floor area of the main structure of a single family structure shall not be less than 1000 square feet for a two or three bedroom house. In case of a one and one-half or two-story structure, the ground floor area shall not be less than 600 square feet. On those lots where two family or duplex dwellings are permitted, each two-bedroom living unit shall contain not less than 750 square feet and each three-bedroom living unit shall contain not less than 1000 square feet. It is intended that a duplex containing two living units of two bedrooms each, shall contain not less than 1500 square feet; a duplex containing one two-bedroom living unit and one three-bedroom living unit shall contain not less than 1750 square feet; and a duplex containing two three-bedroom living units shall contain not less than 2000 square feet. On those lots where three or four family dwelling units are permitted, each living unit shall contain not less than 750 square feet or 2250 or 3000 square feet, respectfully. In all instances in this paragraph, where the square footage of a living unit or building is computed, said computation is to exclude open porches, garages and carports.

G. Nothing herein shall prevent any dwelling being built on more than one lot as shown on the recorded plat, but no lot shown shall be subdivided to secure more than one building plot.

H. No fences shall be erected or maintained on, and no part of any lot in front of the dwelling shall be enclosed by a fence, except that an ornamental fence not to exceed four feet in height may be used to the rear of the front wall. For the purpose of these restrictions, screens or walls used to hide or shield an entry-way or terrace shall be considered a part of the dwelling.

PL 103 MS242

I. No shrubbery which will obstruct the view of motorists shall be planted closer than 20 feet to a street intersection, except ornamental shrubbery not to exceed three feet in height.

J. 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 that they are not kept, bred or maintained for any commercial purpose. No dwelling shall be used as a business or business office open to the general public.

K. In the event that a minor violation of any of these restrictions shall inadvertently occur, which said minor violation shall not be of such a nature to defeat the intent and purpose of these covenants, the developers of the subdivision for a period of five years from and after this date, reserve the right to waive such minor violation.

L. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

M. These restrictions shall run with the land.

IN WITNESS WHEREOF, the said IDEAL ESTATES, INC., has caused these presents to be executed and signed in its name by its President and its corporate seal to be affixed this 2nd day of October, 1970.

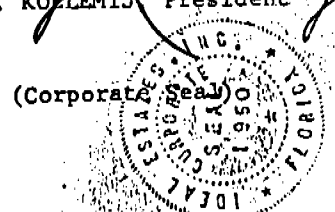
Signed, Sealed and Delivered in the presence of:

Shirley Stoudt
John A. Burgeon

IDEAL ESTATES, INC.

By: J. J. Koelmeij
J. J. KOELMEIJ President

(Corporate Seal)



STATE OF FLORIDA:

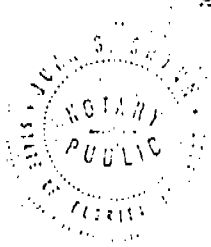
COUNTY OF LEON:


Before me, the undersigned authority, personally appeared

RE: 433, Not 243

J. J. KOELEMIJ to me well known and known to me to be the President of IDEAL ESTATES, INC., and he acknowledged before me that he executed the above and foregoing Restrictive Covenants of Astoria Park Unit No. 2, as such officer for the corporation and for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 2nd day of October, 1970.




Notary Public, State of Florida
Large

Commission Expires: 12/6/73

RE: 464 PAGE 45

MODIFICATION OF RESTRICTIVE COVENANTS

OF

ASTORIA PARK, UNIT NO. 2

KNOW ALL MEN BY THESE PRESENTS: That IDEAL ESTATES, INC., a Florida corporation, HARLEY BUILDERS, INC., a Florida corporation, and HUEL E. WHEELER, JR. and KAY S. WHEELER, his wife, are the owners of Astoria Park, Unit No. 2, as per map or plat thereof recorded in Plat Book 6, page 8, of the public records of Leon County, Florida; and

WHEREAS, Ideal Estates, Inc., did place certain Restrictive Covenants on said ASTORIA PARK, UNIT NO. 2, by Restrictive Covenants dated October 2, 1970, and recorded in Official Records Book 433, page 239, of the public records of Leon County, Florida; and

WHEREAS, it is the desire of the owners in said ASTORIA PARK, UNIT NO. 2, to modify Paragraph "A" of said Restrictive Covenants.

NOW, THEREFORE, witness that Paragraph "A" of said Restrictive Covenants, recorded in Official Records Book 433, page 239, of the public records of Leon County, Florida, which now reads as follows:

"A. All lots in the subdivision shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any of said lots, other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars and a laundry or tool room attached to the garage or house on the ground floor, except that as to Lots 10 through 16, Block "F" and Lots 1 through 12, Block "H", a one or two family dwelling shall be permitted, and further except that as to Lots 17 through 27, Block "F", Lots 1 through 8, Block "G", and Lots 20 through 24, Block "E", a one, two, three or four family dwelling shall be permitted. Nothing herein shall prevent the construction of basements under the dwelling."

is hereby modified and corrected to read as follows:

237255
RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
IN THE 8308 2 PAGE IND.
APR 7 4 17 PM 1971
AT THE TIME & DATE NOTED
PAUL F. HANSEFIELD
CLERK OF CIRCUIT COURT

RL:464 PAGE 46

"A. All lots in the subdivision shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any of said lots, other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars and a laundry or tool room attached to the garage or house on the ground floor, except that as to Lots 1 through 12, Block "H", a one or two family dwelling shall be permitted, and further except that as to Lots 22 through 24, Block "E", and Lots 17 through 27, Block "F", and Lots 1 through 8, Block "G", a one, two, three or four family dwelling shall be permitted. Nothing herein shall prevent the construction of basements under the dwelling."

All other Restrictive Covenants contained in those certain Restrictive Covenants recorded in Official Records Book 433, page 239, of the public records of Leon County, Florida, are to remain unchanged and in full force and effect.

IN WITNESS WHEREOF, said corporations and individuals have caused these presents to be executed and signed in their names by their Presidents and their corporate seals to be affixed and the individual owners joined by their respective spouses or as free dealers have set their hands and seals this 7th day of April, 1971.

Signed, Sealed and Delivered in the presence of:

Louise Smith
Dorothy Thomas
As to Ideal Estates, Inc.
Louise Smith

Mary J. Miller
As to Harley Builders, Inc.

Louise Smith

Mary J. Miller
As to Huel E. Wheeler, Jr.
and Kay S. Wheeler, his wife

IDEAL ESTATES, INC.

By: J. J. Koelenij
J. J. KOELENIJ, President
(Corporate Seal)

HARLEY BUILDERS, INC.

By: Betty G. Harley
BETTY G. HARLEY, President
(Corporate Seal)

Huel E. Wheeler, Jr.
HUEL E. WHEELER, JR.

Kay S. Wheeler
KAY S. WHEELER

RE: 464 PAGE 47

STATE OF FLORIDA:
COUNTY OF LEON:

Before me, the undersigned authority, personally appeared J. J. KOELEMIJ to me well known and known to me to be the President of IDEAL ESTATES, INC., and he acknowledged before me that he executed the above and foregoing Modification of Restrictive Covenants of Astoria Park, Unit No. 2, as such officer for the corporation and for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 7th day of April,



Mary J. Miller
Notary Public, State of Florida at Large
My Commission Expires: _____

Notary Public, State of Florida at Large
My Commission Expires May 20, 1972.

STATE OF FLORIDA:
COUNTY OF LEON:

Before me, the undersigned authority, personally appeared BETTY G. HARLEY to me well known and known to me to be the president of HARLEY BUILDERS, INC., and she acknowledged before me that she executed the above and foregoing Modification of Restrictive Covenants of Astoria Park, Unit No. 2, as such officer of the corporation and for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 7th day of April,



Mary J. Miller
Notary Public, State of Florida at Large
My Commission Expires: _____

Notary Public, State of Florida at Large
My Commission Expires May 20, 1972.

STATE OF FLORIDA:
COUNTY OF LEON:

Before me, the undersigned authority, personally appeared HUEL E. WHEELER, JR. and KAY S. WHEELER, his wife, to me well known and known to me to be the persons that executed the above and foregoing Modification of Restrictive Covenants of Astoria Park, Unit No. 2, and they acknowledged before me that they executed the foregoing for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 7th day of April,



Mary J. Miller
Notary Public, State of Florida at Large
My Commission Expires: _____

Notary Public, State of Florida at Large
My Commission Expires May 20, 1972.