

REC: 753 PAGE 272

RESTRICTIVE COVENANTS
OF
ASTORIA PARK UNIT NO. 5

KNOW ALL MEN BY THESE PRESENTS, that KILLEARN PROPERTIES, 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. 5, a subdivision as per map or plat thereof recorded in Plat Book 7, Page 42, 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 the aforementioned party, until January 1, 2005, at which time these covenants are to be extended for ten year periods after expiration unless modified by a majority of the then record owners of the lots.

If the above party, or any person claiming by, through or under it, or its successors or assigns, or any other person, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real property within the above-described 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.

(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 attached to the garage or house on the ground floor and a laundry or tool room attached to the garage or house on the ground floor. Nothing herein shall prevent the construction of basements under the dwellings.

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(b) No building shall be located upon any residential building plot nearer than 20 feet to the front line nor nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to any side lot line. The combination of side-interior set-backs shall equal at least 15 feet.

(c) No trade or commercial activity shall be carried on upon any lot or plot within the described area and no commercial, advertising or display signs and no large or unsightly signs shall be permitted on said land, provided however, nothing herein contained shall be construed to prevent the developers or their agents from erecting or maintaining on any part of said land owned by them such commercial and display signs or such temporary structures as may be reasonably required by them, for development and sale purpose.

(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.

(e) No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract 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) No dwelling costing less than \$15,000.00 shall be permitted on any lot in the described area. The ground floor area of the main structure shall not be less than 700 square feet for a two or three bedroom house, both areas to be exclusive of open porches, carports and/or garages. In the case of a one and one-half or two story structure, the ground floor area shall not be less than 500 square feet provided that the floor area in both floors is at least 700 square feet, exclusive of open porches, carports, and/or garages.

(g) Nothing herein shall prevent any dwelling being built on more than one lot as shown on the records plat, but no lot so shown shall be subdivided to secure more than one building plot.

(h) There is hereby reserved an easement for drainage purposes as shown on a map or plat of said subdivision according to Plat Book 7, Page 42, of the public records of Leon County, Florida.

(i) No fence 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 yard.

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3077000
RECORDED IN THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA
FEB 24 4 47 PM '76
ALL INSTRUMENTS NOTED BY THE CLERK OF THE COURT

AMENDMENT
TO
RESTRICTIVE COVENANTS
OF
ASTORIA PARK UNIT NO. 5

STATE OF FLORIDA,
COUNTY OF LEON:

KNOW ALL MEN BY THESE PRESENTS, That this Amendment to Restrictive Covenants heretofore made and entered into on the 10th day of December, 1975, and recorded in O. R. Book 753 at page 272 of the Public Records of Leon County, Florida, is executed and entered into on this ~~10th~~ 23rd day of February, 1976, by KILLEARN PROPERTIES, INC. and CENTURY CONSTRUCTION CORPORATION, both Florida corporations, the Developers,

W I T N E S S E T H:

NOW, THEREFORE, the Developers hereby, in accordance with the power and authority as set forth in the Restrictive Covenants as recorded in O. R. Book 753 at page 272 of the Public Records of Leon County, Florida, do hereby amend Paragraph (f) of said Restrictive Covenants as hereinabove described by striking all of said Paragraph (f) and inserting, in lieu thereof, the following:

(f) No dwelling costing less than \$15,000.00 shall be permitted on any lot in the described area. The ground floor area of the main structure shall not be less than 800 square feet for a two or three bedroom house, both areas to be exclusive of open porches, carpots and/or garages. In the case of a one and one-half or two story structure, the ground floor area shall not be less than 600 square feet provided that the floor area in both floors is at least 1,000 square feet, exclusive of open porches, carpots, and/or garages.

Each and every of the other provisions contained in said Restrictive Covenants shall remain in full force and effect as fully and as completely as if this Amendment had not been executed.

IN WITNESS WHEREOF, said corporations have caused this instrument to be signed by its duly authorized officers and the corporate seals hereunto

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affixed and attested by their respective Secretaries this 13th day of February, 1976.

(CORPORATE SEAL)
Attest:

KILLEARN PROPERTIES, INC.

By: [Signature]
Its President

Arleta S. Kerr
Its Secretary

(CORPORATE SEAL)
Attest:

CENTURY CONSTRUCTION CORPORATION

By: [Signature]
Its President

Walter Levy
Its ~~SECRETARY~~ Assistant Secretary

STATE OF FLORIDA,
COUNTY OF LEON:

Before me, the undersigned authority, personally appeared J. T. WILLIAMS, JR. and ARLETA S. KERR, to me well known and known to me to be the President and Secretary, respectively of KILLEARN PROPERTIES, INC., a Florida corporation, and they acknowledged before me that they executed the foregoing instrument as such officers for the corporation and for the uses and purposes contained therein.

WITNESS my hand and official seal, this 13th day of February, 1976.

(NOTARY SEAL)
PUBLIC

[Signature]
Notary Public

My Commission Expires: 1-29-79

STATE OF FLORIDA,
COUNTY OF LEON:

Before me, the undersigned authority, personally appeared Frederick E. Turner and Walter Levy (Assistant), to me well known and known to me to be the President and Secretary, respectively of CENTURY CONSTRUCTION CORPORATION, a Florida corporation, and they acknowledged before me that they executed the foregoing instrument as such officers for the corporation and for the uses and purposes contained therein.

WITNESS my hand and official seal, this 23rd day of February, 1976.