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RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, That DEEB BUILDERS, INC., a Florida corporation, of the County of Leon, in the State of Florida, as covenantors and owners of GARDENIA GARDENS, a subdivision according to a map or plat of said subdivision appearing of record in Plat Book 3, page 127, of the public records of Leon County, Florida, do hereby impose upon the lands hereinabove described the restrictive covenants hereinafter set forth against said lands, to-wit:

- A. All lots shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and an attached or detached private garage for not more than three cars, and a laundry or tool room attached to the garage on the ground floor.
- B. No building shall be located nearer than 25 feet to the front lot line or nearer to the side street line than the building setback lines shown on the plat. No building, except a detached garage or other outbuilding located 80 feet, or more, from the front lot line, shall be located nearer than 10 feet to any side lot line.
- C. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 10,000 square feet or a width of less than 100 feet at the front building setback line, except lots on a curve. A subdivision of the property covered hereby known as Gardenia Gardens has been mapped and approved and recorded with the Clerk of the Circuit Court in Plat Book 3, page 127, of the public records of Leon County, Florida. The residential lots thereon are hereby approved for use regardless of whether the same contain 10,000 square feet or have a minimum width of 100 feet at the front building setback line. Should any lot in said platted subdivision not conform to this minimum, a residential structure may still be erected on such lot provided that not less than the entire lot is used for a building plot for such residence.
- D. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done or kept 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 shall be permitted on any lot in the tract unless the ground floor area of the main structure, exclusive of one-story open porches and garages, shall

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be at least 1200 square feet in the case of a one-story structure or 800 square feet in the case of a one and one-half or two-story structure.

G. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plan 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, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of S. P. Deeb, H. S. Oven and Opal B. Neeley, or any others that they or Deeb Builders, Inc., a Florida corporation may designate to approve any plans on homes proposed for this subdivision. In the event of death or resignation of any member of said committee the remaining member, members, or Deeb Builders, Inc., shall have full authority to elect successors and to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty 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 alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee shall run so long as these restrictive covenants are binding upon this subdivision.

H. These restrictions shall run with the land.

IN WITNESS WHEREOF the said Deeb Builders, Inc. has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, attested by its Secretary this 28 day of July, A. D. 1955.

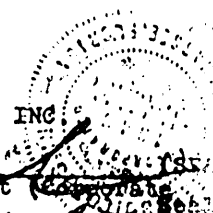
Signed, sealed and delivered in our presence as witnesses:

*[Handwritten signatures of witnesses]*

DEEB BUILDERS, INC.

By *[Signature]*  
President

Attest: *[Signature]*  
Secretary



STATE OF FLORIDA,  
COUNTY OF LEON.

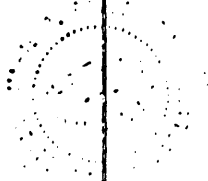
Before me, the undersigned authority, this day personally appeared S. P. DEEB and OPAL B. NEELEY, President and Secretary,

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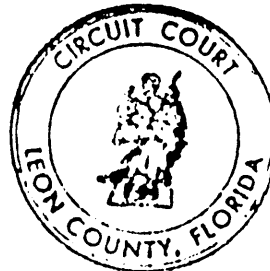
respectively, of DEEB BUILDERS, INC., a Florida corporation, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and the instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 28<sup>th</sup> day of July, A. D. 1955.

Marie L. Paulson  
Notary Public, State of Florida at  
Large.  
My commission expires: 1/18/59



NO. 148781 FILED  
JUL 28 2 45 PM '55  
AT THE CLERK'S OFFICE NOTED  
CLEAR OF CIRCUIT COURT



Ausley and Ausley, Tallahassee, Florida