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RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, HARBINWOOD ESTATES, INC., a Florida corporation, is the owner in fee simple of the subdivision known as HARBINWOOD ESTATES, as per map or plat thereof recorded in Plat Book, 4 at page 64 of the public records of Leon County, Florida, and

WHEREAS, the owners are now in the process of developing such property into a residential area near the city of Tallahassee, Leon County, Florida, and

WHEREAS, the said owners desire to create certain restrictive covenants to run with the land located in said subdivision so that said lots shall be secured for the period hereinafter specified and such covenants are solely for the purpose of establishing a permanent and substantial community in said subdivision.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

1.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1992, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

2.

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

RECORDED IN THE PUBLIC RECORDS OF LEON CO. FLA. PLAT BOOK 4 PAGE 114. OCT 24 PM 12: 47

THE TIME & DATE NOTED ON THIS PLAT BOOK IS THE TIME & DATE OF RECORDING.

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3.
Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4.
All lots in the tract shall be known, designated and used as residential lots. No structure shall be erected, altered placed or permitted to remain on a residential building plot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars and a servant's room, tool room or storage room attached to the ground floor of the garage.

5.
No building shall be located on any residential building plot nearer than 30 feet to any front lot 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 15 feet to any interior side lot line.

6.
No residential structure shall be placed on any building lot unless the same contains at least one entire lot according to the recorded plat of Harbinwood Estates.

7.
No horses, sheep, cows, goats, swine, or poultry shall be kept, raised, or maintained on the hereinabove described area.

8.
No trade or commercial activity shall be carried on upon any lot or plot within the above 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

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temporary structure as may be reasonably required by them, for development and sale purposes.

9.

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.

10.

No trailer, basement, tent, shack, garage, barn or other outbuildings erected in the lot 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.

11.

No dwelling located on any lot in said subdivision shall be less than 1200 square feet in the body of the main structure exclusive of any open porches, garages and other appurtenances.

12.

All residential structures shall be in harmony with existing homes in the Harbinwood Estates subdivision, and all dwellings must have a solid foundation on front and sides, sub-flooring for a frame house; furred out inside walls for masonry construction. No residence or outbuildings shall be constructed with a metal roof or composition roof other than shingles.

13.

HARBINWOOD ESTATES, INC., owner, reserves the right to waive minor violations of restrictions until such time as the hereinabove property has been developed and sold in its entirety.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this 11th day of September, A. D., 1962.

Signed, sealed and delivered in the presence of:

Elizabeth M. Perkins
John C. ...

HARBINWOOD ESTATES, INC. (SEAL)

By: *[Signature]*
As President

Attest: *[Signature]*
As Secretary

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STATE OF FLORIDA

COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Y. Smith, and W. Smith, as President and Secretary, respectively, of HARBINWOOD ESTATES, INC. to me known to be the persons described in and who executed the foregoing Restrictive Covenants, and they acknowledged before me that they executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 26 day of September, A.D., 1962.

Clayton M. Perkins
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Aug. 4, 1963
Member of American Surety Co. of N. Y.

