

~~SEE~~ 1 ~~SEE~~ 126

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

On this 2nd day of June, A. D. 1961, that we, LAKE JACKSON ESTATES, INC., a Florida corporation, of the County of Leon and State of Florida, as covenantors and owners in fee simple of a certain subdivision known as LAKESHORE ESTATES, Unit 1, according to a map or plat thereof appearing of record in Plat Book 4, at page 43, of the public records in the office of the Clerk of the Circuit Court in and for Leon County, Florida, do herein and hereby impose upon said land, and upon each and every part of said land so included in said map or plat of said subdivision, the following covenants and restrictions, which shall run with the land to be binding upon all persons claiming by, through or under us, or either of us, until the first day of January, A. D. 2010.

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

The covenants and restrictions hereby imposed upon the land in said subdivision are as follows:

1. That the lots designated upon the plat of said subdivision shall be for residential purposes and shall not be

SEC: 1-127

subdivided and no structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage and laundry or tool room attached to the garage on the ground floor; provided, however, that a barbecue pit, green house, boat house (when appropriate) or similar structure may be placed on any such lot when plans, specifications and location are first approved by the parties of the first part in writing.

2. Buildings shall not be erected nearer than 35 feet to the front lot line, 50 feet to the rear lot line, nor nearer than 15 feet to the side lot lines of any lot shown on said plat.

3. No residence shall be constructed upon any lot of a floor space of less than 1200 square feet in living area, exclusive of porches, attached garages and car-ports.

4. No trailer, shack, tent or barn shall be erected or allowed to remain on any lot except during the erection of a building on such lot, in which event they shall not be used as a residence or dwelling during such period and shall be removed immediately upon the completion of the main dwelling structure.

5. No building shall be erected, placed or allowed on any lot until the building plans, specifications and plot plans showing the location of such building have been approved in writing by the parties of the first part, or a person or committee approved by the parties of the first part, in writing, as to conformity and harmony of external design with existing structures in the vicinity and as to location of the building in respect to the topography and finished ground elevation; and all buildings shall be of masonry construction and no building shall be of cement block unless stuccoed.

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OFF. REC. 1 PAGE 128

6. No animals shall be allowed or permitted except household pets.

7. 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.

8. The invalidation of any restriction herein by the judgement or decree of any court shall not affect any of the other restrictions which shall remain in full force and effect.

9. No fences shall be permitted on any lot unless the plans and specifications therefor are approved in writing by the parties of the first part or a person or committee appointed by the parties of the first part.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

LAKE JACKSON ESTATES, INC.

By: Henry L. Gilbert (SEAL)
Henry L. Gilbert, President

Attest: George F. Carnes (SEAL)
George F. Carnes, Secretary

Signed, sealed and delivered in the presence of:

William D. Hopper
Evelyn S. Swatterson

STATE OF FLORIDA

COUNTY OF LEON



Before me personally appeared HENRY L. GILBERT and GEORGE F. CARNES, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named Lake Jackson Estates

Inc., and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 2nd day of June, A. D. 1961.

Earline O. Watterman
NOTARY PUBLIC STATE OF FLORIDA AT LARGE

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Aug. 30, 1963
Bonded by American Surety Co. of N. Y.



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RECORDS OF LEIGH CO. FLA.
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AT THE TIME DATE NOTED
CALL TO THE OFFICE
OF THE CLERK OF THE COURT

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STATE BANK BLDG.
TALLAHASSEE, FLA.