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RESTRICTIVE COVENANTS  
OF  
LAKESHORE ESTATES NO.7

DR1336PC1608

RECORDED IN THE PUBLIC  
RECORDS OF LEON COUNTY FLA  
Aug 26 2 28 PM '08  
CLERK OF CIRCUIT COURT

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KNOW ALL MEN BY THESE PRESENTS: That Century Development of Tallahassee Inc., with its principal office and place of business in Tallahassee Leon County, Florida, the owner in fee simple of all LAKESHORE ESTATES, Unit No. 7, a subdivision as per map or plat thereof recorded in Plat Book 10, Page 2, Public Records of Leon County, Florida; does hereby impose upon the lands herein above 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, 2023, at which time said covenants shall be automatically extended for successive ten (10) year periods unless a majority of the then owner's 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 situate 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 for such violation.

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

1. 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 single family dwellings not to exceed two stories in height and a private garage or carport for not more than three cars and laundry or tool room attached to the garage or house on the ground floor.

2. All plans for construction of improvements on Residential Parcels including the proposed location thereof, construction materials, and outward appearance including color and texture of exterior materials, and construction or changes or additions to an existing improvement, shall require the approval in writing by the President of Century Development of Tallahassee Inc., or by committee of stockholders of the Corporation, appointed by said individual for that purpose (hereinafter referred to as the Architectural Control Committee), before any work is commenced.

Any change in the outward appearance of any improvement including but not limited to repainting the same in a different color, adding decorative sculptures, wrought iron grills, or the like, shall also require approval in writing by the Architectural Control Committee. If said approval is not granted or denied within thirty (30) days after submission of adequate plans and specifications, these covenants shall be considered as complied with.

3. No building shall be located upon any residential building plot nearer than 15 feet to any side-corner lot street line. No building shall be located nearer than 25 feet to any rear lot line. As to side-interior lot lines, the building set-backs may be seven and one-half (7.5) feet on each side; or any combination of set-backs on each side of a lot line so that as to interior lot lines, the building will be at least 15 feet apart, provided that no side-interior building set-back on a lot shall be less than 5 feet.

4. 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.

5. No trailer, basement, (except as otherwise herein provided) tent, shack, garage, barn, apartment, duplex tenement house or other out-building shall be erected or placed on the property or at anytime used as a residence temporarily or permanently, nor shall any structure of any temporary character be used as a residence.

6. The ground floor area of the main structure of a dwelling shall not be less than 1350 square feet exclusive of open porches, garages and carports, in the case of a one-story structure and not less than 675 square feet in case of a structure of more than one story. All structures of more than one story shall have a total floor area of not less than 1350 square feet.

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- 7. Nothing herein shall prevent any dwelling being built on more than one (1) lot as shown on the recorded plat, but no lot, shall be subdivided to secure more than one building plot.
- 8. No fence shall be erected or maintained on any lot in front of any dwelling located thereon. A wood fence not to exceed six (6) feet in height may be used to the rear of the front wall. For the purpose of these restrictions, screen, or walls used to hide or shield any entry-way or terrace shall be considered a part of the dwelling, and subject to approval by the Architectural Control Committee.
- 9. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except for 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.
- 10. In the event that a minor violation of any of these restrictions shall advertently occur which said minor violation shall not be of such nature to defeat the intent and purpose of these covenants, the Grantor, for a period of five (5) years from and after this date, reserves the right to waive such minor violation.
- 11. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept except in sanitary conditions. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- 12. Grantor agrees that no lot in the above described subdivision will be sold by them, or their heirs or assigns, unless subject to all restrictions enumerated herein, except as above specified, and that the deed-conveying same shall convey same subject thereto; and these covenants shall be binding upon all parties claiming under the convenators hereof and shall run with the land and be in force and effect as set out above.

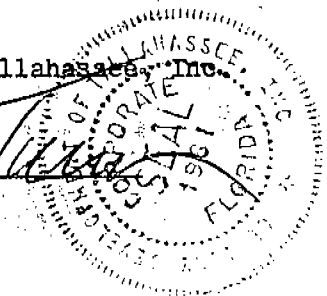
IN WITNESS WHEREOF, CENTURY DEVELOPMENT OF TALLAHASSEE, INC., a Florida corporation has caused these presents to be executed and signed in its respective names by its President and its corporate seal to be affixed this 22nd day of August, 1988.

WITNESSES:

*Virginia L. Welby*  
*J. J. Small*

Century Development of Tallahassee, Inc.

BY: *Frederick E. Turner*  
Frederick E. Turner  
President



STATE OF FLORIDA  
COUNTY OF LEON

I hereby certify that on this day personally appeared before me the undersigned authority, FREDERICK E. TURNER, well known to me, and known to me to be the President of CENTURY DEVELOPMENT OF TALLAHASSEE, INC., described in and who executed the foregoing instrument, and acknowledged before me that he executed the same in the name of and on behalf of said corporation, affixed the corporate seal of said corporation thereto; that as such corporate officer he is duly authorized by that corporation so to do; and that the foregoing instrument is the act of said corporation.

IN WITNESS WHEREOF, I have here unto affixed my hand and official seal this 24th day of August, 1988.

*Mark K. Ricketson*

Notary Public, State of Florida  
My Commission Expires March 28, 1992  
Bonded Thru Troy Fain - Insurance Inc.

Prepared By:  
*Century Construction Corp*  
*1988-A Capital Circle SE*