

Deed Book 229, Page 659  
Public Records of Leon County, Florida

## Restrictive Covenants

Know All Men By These Presents:

That we, Victor N. Cawthon and Richard L. Wilson, as Covenantors and Trustees under that certain trust deed dated May 31, 1965, and recorded in Deed Book 186, Page 318 of the public records of Leon County, Florida, and by virtue of that deed the owners in fee simple of a tract of land known as San Luis Ridge, Unit No. Two, a subdivision in W ½ of Sec. 27, T-1-N, R-1-W in Leon County, Florida, according to the map or plat thereof recorded in Plat Book 3, Page 215 of the public records of Leon County, Florida, do hereby impose upon the said lands herein above described the following covenants and restrictions to run with the land and which shall be binding on all parties and all persons claiming under to until January 1, 1988, 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 agrees to change such covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate to attempt to violate, any of the covenants herein, it shall be lawful for any other person, firm, or corporation, owing 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, and such covenants and intervening to prevent him or them from so doing, or to recover damages or other dues for such violations.

- A. All numbered lots in the subdivision shall be known and described as residential lots and no structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling not to exceed two stories in height and a private garage, and a laundry or tool room attached to the garage on the ground floor.
- B. No more than one single family residence shall be placed on any new building lot.
- C. No residential building or structure shall be located nearer than forty feet to the front lot line.
- D. No building or structure shall be constructed or built on any residential lot in such a manner as to leave less than ten (10') feet between the side boundary of the lot on one side and the portion of the building, or structure nearest that boundary, and less than fifteen (15') feet between the rear boundary of the lot and the portion of the building or structure nearest it; and an additional restriction is placed on buildings or structures constructed on corner residential lots prohibiting any building or structure on such a lot to be constructed or built in such a manner as to leave less than twenty (20') feet between the street side boundary of the lot on one side and the portion of the building or structure nearest that boundary.
- E. No main residential structure shall have less than 1300 square feet in living area exclusive of porches, attached garages and carports.

- F. Garage apartments will be permitted only in the case that a two story residence is built as a main structure and in such cases such garage apartment must be connected to the main structure by the use of a breezeway or other suitable means to be approved by the building committee referred to in Paragraph "B" of these restrictive covenants. Such garage apartments will be permitted solely for the occupancy by domestic servants and under no circumstances shall such garage apartments be rented.
- G. No, trailer, tent shack or barn shall be erected or allowed to remain on any residential 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 completion of the main dwelling structure.
- H. No building shall be erected, placed or altered on any residential lot in the subdivision until the building plans, specifications and plot plans 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 designated committee.
- I. No house or other structure shall be built with concrete block without being stuccoed or [plastered outside, asbestos siding, or frame exterior except as specifically approved by the above designated committee.
- J. No noxious or offensive trade or activity shall be carried on upon any lot not shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- K. No animals shall be allowed or permitted except household pets.
- L. These restrictions apply to the numbered residential lots and not to the commercial area.
- M. The invalidation of any restriction herein by the judgment of any court shall not affect any of the other restrictions, which shall remain in full force and effect.

In Witness There of the said Covenantors have hereby set their hands and seals this 3<sup>rd</sup> day of June, A.D. 1958

Signed in the presence of Mary E. Lefevre and Mrs. C. R. Manning by Victor N. Cawthon, as trustee and Richard L. Wilson, as trustee

Document was properly notarized

The above has been typed from the original document to make the information legible.  
The above is deemed accurate but is not guaranteed.

The original document follows.

850-422-2960

**RESTRICTIVE COVENANTS**

**KNOW ALL MEN BY THESE PRESENTS:**

That we, Victor M. Cawthon and Richard L. Wilson, as Covenantors and Trustees under that certain trust deed dated May 25, 1955, and recorded in Deed Book 186, Page 318 of the public records of Leon County, Florida, and by virtue of that deed the owners in fee simple of a tract of land known as San Luis Ridge, Unit No. Two, a subdivision in W<sup>1</sup>/<sub>2</sub> of Sec. 27, T-1-N, R-1-W in Leon County, Florida, according to the map or plat thereof recorded in Plat Book 3, Page 215, of the public records of Leon County, Florida, do hereby impose upon the said lands hereinabove described the following covenants and restrictions to run with the land and which shall be binding on all parties and all persons claiming under it until January 1, 1988, 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 such covenants in whole or in part.

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

- A. All numbered lots in the subdivision shall be known and described as residential lots and no structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single-family dwelling not to exceed two stories in height and a private garage, and a laundry or tool room attached to the garage on the ground floor.
- B. No more than one single-family residence shall be placed on any one building lot.
- C. No residential building or structure shall be located nearer than forty feet to the front lot line.

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- D. No building or structure shall be constructed or built on any residential lot in such a manner as to leave less than ten (10') feet between the side boundary of the lot on one side and the portion of the building or structure nearest that boundary, and less than fifteen (15') feet between the other side boundary of the lot and the portion of the building or structure nearest it, and less than fifteen (15') feet between the rear boundary of the lot and the portion of the building or structure nearest it; and an additional restriction is placed on buildings or structures constructed on corner residential lots prohibiting any building or structure on such a lot to be constructed or built in such manner as to leave less than twenty (20') feet between the street side boundary of the lot on one side and the portion of the building or structure nearest that boundary.
- E. No main residential structure shall have less than 1300 square feet in living area exclusive of porches, attached garages and carports.
- F. Garage apartments will be permitted only in the case that a two-story residence is built as the main structure and in such cases each garage apartment must be connected to the main residence by the use of a breezeway or other suitable means to be approved by the building committee referred to in paragraph "H" of these restrictive covenants. Such garage apartments will be permitted solely for the occupancy by domestic servants and under no circumstances shall such garage apartments be rented.
- G. No trailer, tent, shack, or barn shall be erected or allowed to remain on any residential 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.
- H. No building shall be erected, placed or altered on any residential lot in the subdivision until the building plans, specifications and plot plans 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 designated committee.
- I. No house or other structure shall be built with concrete block without being stuccoed or plastered outside, asbestos siding, or frame exterior except as specifically approved by the above-designated committee.
- J. 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.
- K. No animals shall be allowed or permitted except household pets.
- L. The restrictions apply to the numbered residential lots and not to the commercial area.
- M. The invalidation of any restriction herein by the judgment of any court shall not affect any of the other restrictions, which shall remain in full force and effect.

IN WITNESS WHEREOF the said Covenantors have hereunto set their hands and seals this 3<sup>rd</sup> day of June, A. D. 1958.

Signed in the presence of:

T. Mary E. Lafave      Victor M. Canton (Seal)  
 VICTOR M. CANTON, AS TRUSTEE

James C. P. [unclear]      Richard P. [unclear] (Seal)  
 RICHARD L. WILSON, AS TRUSTEE

850-2960

STATE OF FLORIDA

COUNTY OF TASCUMULUA

I HEREBY CERTIFY THAT on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, VICTOR H. CAYTON and RICHARD L. WILSON, to me well known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESSED my hand and official seal at Tallahassee, County of TASCUMULUA, State of Florida, this 3rd day of June, A. D. 1958.

*James P. ...*  
JAMES P. ...  
Notary Public  
Tallahassee, Florida  
My Commission Expires July 15, 1958  
Notary for Appointment, Sec. 6, Article IV

RECORDED  
INDEXED  
JAN 3 11 26 AM '58  
CLERK OF CIRCUIT COURT

