

172-279

RESTRICTIVE COVENANTS ON WAVERLY HILLS, UNIT  
1, A SUBDIVISION IN LEON COUNTY, FLORIDA,  
ACCORDING TO MAP OR PLAT THEREOF APPEARING  
OF RECORD IN PLAT BOOK 3, PAGE 128 OF THE  
PUBLIC RECORDS OF LEON COUNTY, FLORIDA

KNOW ALL MEN BY THESE PRESENTS:

That Waverly Hills, Inc., a corporation organized and existing under the laws of the State of Florida, with its principal office and place of business in Tallahassee, Leon County, Florida, as Covenantor and owner in fee simple of Waverly Hills, Unit 1, a subdivision, in Leon County, Florida, according to the map or plat thereof recorded in Plat Book 3, Page 128 of the public records of Leon County, Florida, does 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, 1985, 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 party hereto, or its grantors, successors 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 situate 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 intervening to prevent him or them from so doing, or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgment or court order shall in nowise affect any of the other provisions, which shall remain in full force and effect.

A. All 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

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than a one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three cars, and a laundry or tool room attached to the garage on the ground floor.

B. No residential lot shown on the recorded plat of this subdivision shall be resubdivided into building lots and no more than one single-family residence shall be placed on any one building lot.

C. No building or structure shall be located nearer than forty feet to the front lot line or to the side street line.

D. No building or structure shall be located nearer than fifteen feet to any side lot line nor nearer than fifteen feet to any rear lot line.

E. No main residential structure shall have less than 1400 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 such 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 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.

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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 committee composed of the board of directors of Waverly Hills, Inc. or its successor or by a representative designated by a majority of the members of such committee. In the event said committee or designated representative shall not, within thirty days after such specifications and plot plan have been submitted to it, approve or reject such plans and specifications or plot plan, then such approval will not be required and these covenants will be deemed to have been fully complied with.

I. There shall be no fences on the front of any residential lot and no side fences except such side fences as shall commence at a point no nearer the street than the back line of the house. All fences erected shall be decorative in nature.

J. No house or other structure shall be built with asbestos siding.

K. No house or other structure shall be built with concrete block without being stuccoed or plastered outside.

L. No house or other structure shall be constructed of frame exterior except in conjunction with masonry construction and subject to the prior approval of the committee.

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

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IN WITNESS WHEREOF Waverly Hills, Inc. has caused its corporate name to be signed and its corporate seal affixed by its duly authorized officers this 9<sup>th</sup> day of July, A. D. 1954.

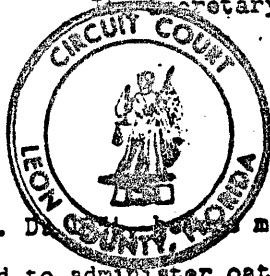
Signed, sealed in the presence of:

Neppie B Stewart  
Chas H. H. H.

WAVERLY HILLS, INC.  
BY Homer A. Brinkley  
Homer A. Brinkley  
Its President

ATTEST:  
Sidney W. Mendelson  
Sidney W. Mendelson,  
Secretary.

(Corporate Seal)

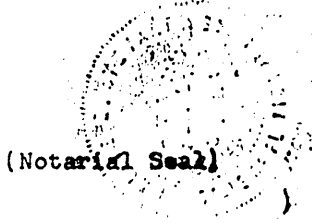


RECORDED IN THE PUBLIC RECORDS OF LEON CO. FLA. IN THE BOOK AND PAGE NO. 49369 PAGE 14  
JUL 9 3 31 PM '54  
AS THE TIME AND DATE HEREON WRITTEN AND SIGNED BY THE ABOVE NAMED PERSONS.

STATE OF FLORIDA )  
COUNTY OF LEON )

On this 9<sup>th</sup> day of July, A. D. 1954, I, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared Homer A. Brinkley and Sidney W. Mendelson, to me known and known to me to be the President and Secretary, respectively, of Waverly Hills, Inc., a Florida corporation, and to me known to be the persons who executed the foregoing Restrictive Covenants on behalf of said corporation, and they severally acknowledged to and before me the execution thereof to be their free act and deed and the free act and deed of said corporation pursuant to authority vested in them by the Board of Directors of said corporation, for the uses and purposes therein expressed.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal at Tallahassee, Florida, the day and year first above written.



(Notarial Seal)

Neppie B Stewart  
Notary Public

Notary Public, State of Florida, my commission expires July 1, 1955. Issued by Registrar of Public Records.