

RE: 384 RE: 204

RESTRICTIVE COVENANTS

OF

UNIVERSITY PARK, UNIT NO. 2

RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
IN THE BOOK & PAGE NO.
212153
JUL 21 4 11 PM 1969
AT THE TIME & DATE NOTED
PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT

KNOW ALL MEN BY THESE PRESENTS: That IDEAL ESTATES, 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, the owner in fee simple of the following described real estate:

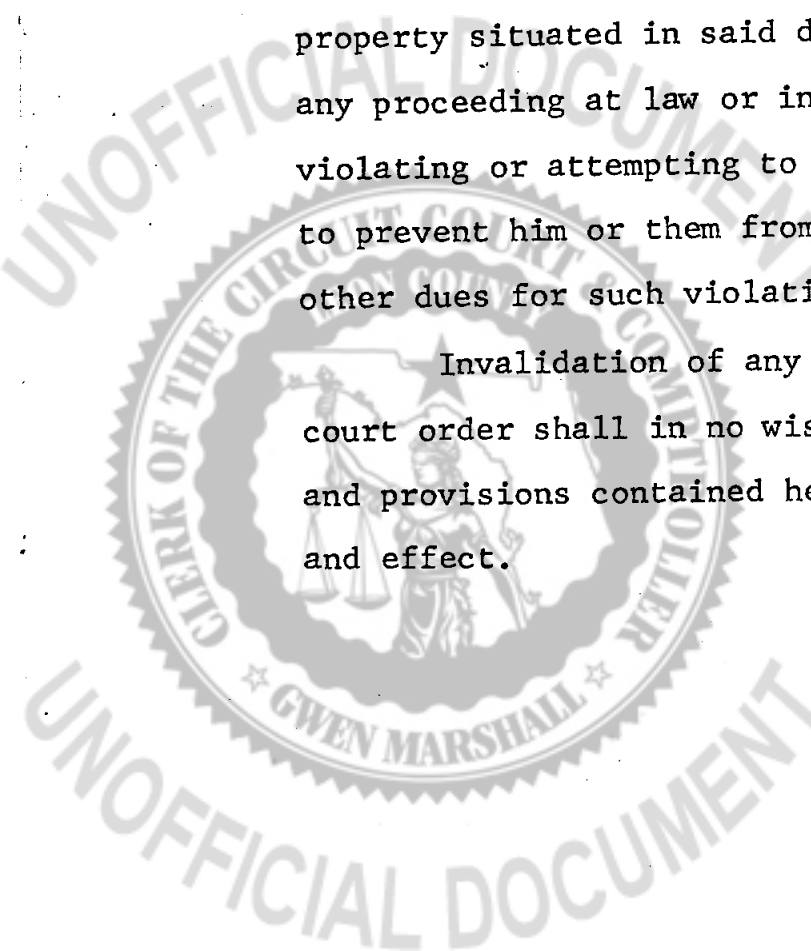
UNIVERSITY PARK, UNIT NO. 2, a subdivision as per map or plat thereof recorded in Plat Book 5, page 48, of the public records of Leon County, Florida.

does hereby impose upon the lands hereinabove 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, 2011, at which time said covenants shall be automatically extended for successive ten year periods unless a majority of the then owners 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 situated 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 or other dues for such violation.

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

THIS INSTRUMENT WAS PREPARED BY
JOHN S. GWYNN OF
COTTEN, SHIVERS, GWYNN & DANIEL
ATTORNEYS AT LAW
127 E. PARK AVE.
TALLAHASSEE, FLA.



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A. 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 one detached single family dwelling not to exceed two stories in height and a private garage for not more than two cars and a laundry or tool room attached to the garage or house on the ground floor, except that as to Lot 1, Block "A", Lots 1 through 8, Block "C", and Lot 1, Block "E", one or two family dwellings shall be permitted. Any two family dwelling constructed shall face street now designated Wahnish Way. Nothing herein shall prevent the construction of basements under the dwelling.

B. No buildings shall be erected or placed upon any lot in the subdivision unless the design and location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision by the President of Ideal Estates, Inc., or by a committee of stockholders of the corporation, appointed for that purpose, which said approval shall not be unreasonably withheld. If said approval is not granted within thirty days after submission of plans, etc., this covenant shall be considered as complied with.

C. No building shall be located upon any residential building plot nearer to the front lot line than 25 feet, nor nearer than 15 feet to any side street 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 6 feet to any side lot line.

D. 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.

E. No trailer, basement, tent, shack, garage, barn or other outbuilding 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.

F. The ground floor area of the main structure of a single family dwelling shall not be less than 900 square feet for a two bedroom house, not less than 950 square feet for a three bedroom house, both areas to be exclusive of open porches, garages and carports. On those lots where two family or duplex dwellings are permitted, each living unit in a duplex shall contain not less than 550 square feet or 1100 square feet per each duplex exclusive of open porches, garages and carports.

G. Nothing herein shall prevent any dwelling being built on more than one lot as shown on the recorded plat, but no lot shown shall be subdivided to secure more than one building plot.

H. No fences shall be erected or maintained on, and no part of any lot in front of the dwelling shall be enclosed by a fence, except that an ornamental fence not to exceed four feet in height may be used to the rear of the front wall. For the purpose of these restrictions, screens or walls used to hide or shield an entry-way or terrace shall be considered a part of the dwelling.

I. No shrubbery which will obstruct the view of motorists shall be planted closer than 20 feet to a street intersection, except ornamental shrubbery not to exceed three feet in height.

J. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that 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.

K. In the event that a minor violation of any of these restrictions shall inadvertently occur, which said minor violation

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shall not be of such a nature to defeat the intent and purpose of these covenants, the developers of the subdivision for a period of five years from and after this date, reserve the right to waive such minor violation.

L. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

M. These restrictions shall run with the land.

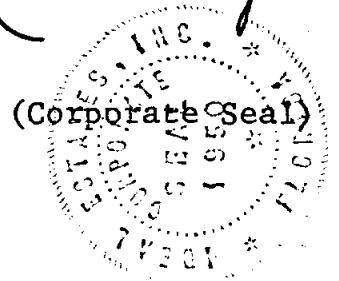
IN WITNESS WHEREOF, the said IDEAL ESTATES, INC., has caused these presents to be executed and signed in its name by its President and its corporate seal to be affixed this 21st day of October, A. D. 1969.

Signed, Sealed and Delivered in the presence of:

IDEAL ESTATES, INC.

Mary J. Miller
Leoise A. Smith

By: J. J. Koelemij
J. J. KOELEMIJ, as President



STATE OF FLORIDA:

COUNTY OF LEON:

Before me, the undersigned authority, personally appeared J. J. KOELEMIJ to me well known and known to me to be the President of IDEAL ESTATES, INC., and he acknowledged before me that he executed the above and foregoing Restrictive Covenants of University Park, Unit No. 2, as such officers for the corporation and for the uses and purposes therein contained.

WITNESS my hand and official seal this 21st day of October, 1969.

Mary J. Miller
Notary Public, State of Florida
at Large

My Commission Expires: _____

