

RESTRICTIVE COVENANTS

STATE OF FLORIDA )  
COUNTY OF LEON )

THIS DECLARATION OF RESTRICTIVE COVENANTS, made and published this 9th day of January, A. D. 1980, by METROPOLITAN DEVELOPERS, INC., a corporation under the laws of the State of Florida, having its principal place of business in Tallahassee, Leon County, Florida;

W I T N E S S E T H :

WHEREAS, METROPOLITAN DEVELOPERS, INC., is the owner of the subdivision known as ARBOR HILL, PHASE 2, being a subdivision land situate, lying, and being in Leon County, Florida, described on Exhibit "A" attached hereto and by reference made a part hereof; and

WHEREAS, it is to the interest, benefit, and advantage of said Metropolitan Developers, Inc., and to each and every person who shall hereafter purchase any lot in said subdivision, that certain protective covenants governing and regulating the use and occupancy of same shall be established, set forth, and declared to be covenants running with the land;

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by Metropolitan Developers, Inc., and each and every subsequent owner of any of the lots in said subdivision, said corporation does hereby set up, establish, promulgate, and declare the following restrictions to apply to all of the lots and to all persons owning said lots, or any of them, hereafter. These restrictions shall become effective immediately and run with the land, and shall be binding upon all persons deriving title through Metropolitan Developers, Inc., during the lifetime of these restrictions.

1. LAND USE AND BUILDING TYPE. No lot shall be used

*James Rhoads, Jeffrey Horne & Eschmitt*

Arbor Hill Phase 2

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RECORDED IN THE PUBLIC RECORDS OF LEON CO. FLA. IN THE BOOK & PAGE IND.

JAN 9 2 33 PM 1980  
AT THE TIME & DATE NOTED  
PAUL F. HAFISZVICLO  
CLERK OF CIRCUIT COURT

except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached, single-family dwelling not to exceed two and one-half stories in height. Such dwelling may have a carport or garage for not more than two cars. An approved utility shed may be placed on a residential lot.

2. ARCHITECTURAL CONTROL. No building or utility shed shall be erected, placed, or altered on any lot until the construction plans and specifications and plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with respect to topography and finish grade elevation. No fence or well shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line without being similarly approved. Approval shall be as provided in Item Number 14 below.

3. DWELLING COST, QUALITY, AND SIZE. No building shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one-story open porches and garages, shall contain at least one thousand square feet for a one-story dwelling, exclusive of carport, garage, open porches, etc., and at least six hundred square feet for a dwelling of more than one story.

4. BUILDING LOCATION. No building shall be located on any lot nearer than twenty-five feet to the front lot line, or nearer than fifteen feet to any side street line. No building shall be located nearer than seven feet or any combination of setbacks on each side than equals at least fifteen feet, provided that no such setback shall be less than five feet to an interior lot line. No dwelling shall be located on any interior lot nearer than thirty-five feet to the rear lot line. For the purposes of this covenant, eaves, steps, carports, and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. WAIVER. The Architectural Control Committee shall have the power and authority to waive such violations of building line and lot restrictions as it in its sole discretion deems reasonable and proper.
6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the aforementioned plat.
7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.
8. TEMPORARY STRUCTURES. No structure of a temporary character, no shed, shack, tent, trailer, barn, or other outbuilding shall be erected, constructed, permitted, or maintained on any lot at any time; provided, however, this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed during the period of actual construction of any approved structure, nor the use of adequate sanitary toilet facilities for workmen, which shall be provided for workmen during such construction.
9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than six square feet advertising the property during construction and sales period.
10. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.
11. LIVESTOCK AND POULTRY. 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 they are not kept, bred, or maintained for any commercial purposes.

## Page Four - RESTRICTIVE COVENANTS

12. GARAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
13. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fence shall be erected nearer the front lot line than the front of the dwelling situated thereon.
14. ARCHITECTURAL CONTROL COMMITTEE.
- (a) Membership. The Architectural Control Committee is composed of the officers of Metropolitan Developers, Inc., or its successor in interest, which shall consist of at least the President and two other officers. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for service performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee, to withdraw from the Committee, or restore to it any of its powers and duties.

(b) Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

15. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

16. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violating or to recover damages.

17. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said METROPOLITAN DEVELOPERS, INC., has caused these presents to be executed at Tallahassee, Leon County, Florida, by its duly authorized officer and its corporate seal to be hereunto affixed on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

*B. J. Hubbard*

*Leon Wannell*

METROPOLITAN DEVELOPERS, INC.

*Richard J. Noblin*  
Richard J. Noblin, President

(CORPORATE SEAL)



STATE OF FLORIDA )  
                  ) ss.  
COUNTY OF LEON )

The foregoing Restrictive Covenants were acknowledged before me, the undersigned authority, by WILLARD J. NOBLIN, President of METROPOLITAN DEVELOPERS, INC., a Florida corporation, on behalf of said corporation, for the purposes therein expressed, this 9th day of January, 1980.



S. S. Shadman  
NOTARY PUBLIC

My commission expires: 1/11/80

**BROWARD DAVIS & ASSOC., INC.**

LAND SURVEYING & SUBDIVISION • CIVIL ENGINEERING  
 DEVELOPMENT ADMINISTRATION  
 AUSTON • CORAL GABLES • MIAMI

April 2, 1979

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**LEWIS**  
 BROWARD DAVIS & ASSOC., P.L.C.  
 INCORPORATED

LARRY E. DAVIS, P.L.S.  
 VICE PRESIDENT & MANAGER  
 JENNIFER A. WATSON, P.L.S.  
 SURVEYOR  
 WALTER A. JOHNSON, P.E., P.L.S.  
 VICE PRESIDENT & ENGINEER

**KEVIN C. SMITH, JR., P.E.**  
 SURVEYOR OF LAND SURVEYING  
**LEE F. DOWLING, P.L.S.**  
 SURVEYOR OF SURVEYING  
**MARGARET A. BLAUGHTER**  
 SURVEYOR OF SURVEYING

EXHIBIT "A"

ARBOR HILL PHASE 2-A

Commence at an old concrete monument marking the Northwest corner of Section 10, Township 1 North, Range 1 East, Leon County, Florida, and run South 00 degrees 00 minutes 53 seconds East along the West boundary of said Section 10 and along the West boundary of Arbor Hill, a subdivision as recorded in Plat Book 7, Page 51 of the Public Records of Leon County, Florida, and along the West boundary of Arbor Hill Unit No. 2 as recorded in Plat Book 8, Page 17 of the Public Records of Leon County, Florida, a distance of 2172.85 feet, thence South 81 degrees 35 minutes 05 seconds East along the Southerly boundary of said Arbor Hill Unit No. 2 and along the Northerly right of way boundary of 1-10 a distance of 481.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 81 degrees 35 minutes 05 seconds East along the Northerly right of way boundary of said 1-10 a distance of 921.36 feet, thence North 00 degrees 00 minutes 53 seconds West 295.66 feet to a point on a curve concave to the Southerly, thence from a tangent bearing of South 88 degrees 13 minutes 03 seconds West run Westerly along said curve with a radius of 1610.59 feet, through a central angle of 02 degrees 47 minutes 14 seconds, for an arc distance of 78.35 feet, thence North 04 degrees 33 minutes 37 seconds West 60.00 feet, thence North 20 degrees 23 minutes 20 seconds West 167.15 feet, thence North 20 degrees 00 minutes 53 seconds East 38.29 feet, thence North 00 degrees 00 minutes 06 seconds West 152.56 feet, thence South 83 degrees 42 minutes 55 seconds East 24.54 feet, thence North 06 degrees 17 minutes 05 seconds East 138.55 feet, thence North 17 degrees 33 minutes 10 seconds East 138.55 feet, thence North 83 degrees 42 minutes 55 seconds West along the boundary of said Arbor Hill Unit No. 2 a distance of 311.70 feet, thence along the boundary of said Arbor Hill as follows: South 17 degrees 35 minutes 22 seconds West 138.22 feet to a point on a curve concave to the Northerly, thence from a tangent bearing of North 81 degrees 43 minutes 24 seconds West run Westerly along said curve with a radius of 629.92 feet, through a central angle of 02 degrees 09 minutes 42 seconds, for an arc distance of 23.77 feet, thence North 69 degrees 27 minutes 48 seconds West 14.91 feet, thence South 20 degrees 32 minutes 12 seconds West 125.00 feet, thence North 69 degrees 27 minutes 48 seconds West 73.54 feet, thence leaving the boundary of said Arbor Hill run along the boundary of said Arbor Hill Unit No. 2 as follows: South 48 degrees 02 minutes 21 seconds West 88.31 feet, thence South 11 degrees 47 minutes 25 seconds West 138.59 feet, thence South 10 degrees 57 minutes 17 seconds West 86.01 feet, thence South 00 degrees 00 minutes 53 seconds East 788.87 feet, thence North 81 degrees 35 minutes 05 seconds West 100.48 feet, thence South 08 degrees 24 minutes 55 seconds West 60.00 feet, thence North 81 degrees 35 minutes 05 seconds West 23.74 feet, thence South 08 degrees 24 minutes 55 seconds West 130.00 feet to the POINT OF BEGINNING; containing 21.88 acres, more or less.

The foregoing described property being subject to easements of record.

*L. F. Dowling*  
 LEE F. DOWLING  
 Registered Florida Land Surveyor, No. 7661

BFD / 63-347  
 PSR / B034