

RESTRICTIVE COVENANTS

STATE OF FLORIDA )  
                  ) ss.  
COUNTY OF LEON    )

OR 1164 PC 1269

RECORDED IN THE PUBLIC  
RECORDS OF LEON COUNTY, FLA.  
JUN 17 1 19 PM 1985  
PAUL F. HARTSFIELD  
CLERK OF CIRCUIT COURT

720346

THIS DECLARATION OF RESTRICTIVE COVENANTS, made and published this 17th day of June, 1985, by ARBOR HILL IV VENTURE, a Florida General Partnership, having its principal place of business in Tallahassee, Leon County, Florida;

W I T N E S S E T H :

ARBOR HILL IV VENTURE, a Florida General Partnership, is the owner of the subdivision known as ARBOR HILL UNIT IV, as per map or plat thereof recorded in Plat Book 9, Page 55, of the Public Records of Leon County, Florida, 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 Arbor Hill IV Venture, 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 Arbor Hill IV Venture and each and every subsequent owner of any of the lots in said subdivision, said partnership 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 deraining title through Arbor Hill IV Venture during the lifetime of these restrictions.

This instrument was prepared by:

ROY T. RHODES

1. LAND USE AND BUILDING TYPE. No lot shall be used 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 finished 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, how-

ever, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. OR 1164 PG 1271

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 out-building 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.

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12. GARBAGE 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 to 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 Millard J. Noblin and Roy T. Rhodes, III, and either may act for the Committee. Both may designate a representative to act for the Committee. In the event of the death or resignation of either member of the Committee, the remaining member 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.

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(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 ARBOR HILL IV VENTURE, a Florida General Partnership, has caused these presents to be executed at Tallahassee, Leon County, Florida, by its General Partner on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

ARBOR HILL IV VENTURE

B. Z. Henderson  
Cara Ann Chapman

By:

M. J. Noblin  
MILEARD J. NOBLIN  
General Partner

STATE OF FLORIDA  
COUNTY OF LEON

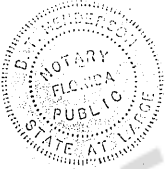
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The foregoing Restrictive Covenants were acknowledged before me, the undersigned authority, by MILLARD J. NOBLIN, General Partner of ARBOR HILL IV VENTURE, a Florida General Partnership, for the purposes therein expressed, this 17<sup>th</sup> day of June, 1985.

( S E A L )

*B. J. Anderson*  
NOTARY PUBLIC

My commission expires: 1/7/89



BEGIN AT A CONCRETE MONUMENT MARKING THE SOUTHEASTERLY CORNER OF KILLEARN ESTATES UNIT NO. 22 AS RECORDED IN PLAT BOOK 8, PAGE 93 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA AND RUN SOUTH 00 DEGREES 01 MINUTES 14 SECONDS WEST ALONG THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA A DISTANCE OF 126.76 FEET, THENCE LEAVING SAID EAST BOUNDARY RUN SOUTH 35 DEGREES 11 MINUTES 49 SECONDS WEST 112.30 FEET, THENCE SOUTH 52 DEGREES 32 MINUTES 59 SECONDS EAST 28.43 FEET, THENCE SOUTH 00 DEGREES 25 MINUTES 00 SECONDS WEST 844.56 FEET, THENCE SOUTH 55 DEGREES 28 MINUTES 23 SECONDS WEST 55.70 FEET, THENCE SOUTH 31 DEGREES 13 MINUTES 38 SECONDS EAST 161.62 FEET, THENCE SOUTH 00 DEGREES 01 MINUTES 14 SECONDS WEST 167.08 FEET, THENCE SOUTH 88 DEGREES 50 MINUTES 33 SECONDS EAST 10.00 FEET, TO SAID EAST BOUNDARY OF THE NORTHWEST QUARTER OF SECTION 10, THENCE SOUTH 00 DEGREES 01 MINUTES 14 SECONDS WEST ALONG SAID EAST BOUNDARY A DISTANCE OF 38.00 FEET, THENCE LEAVING SAID EAST BOUNDARY RUN NORTH 88 DEGREES 50 MINUTES 33 SECONDS WEST 10.00 FEET, THENCE SOUTH 00 DEGREES 01 MINUTES 14 SECONDS WEST 300.41 FEET, THENCE SOUTH 23 DEGREES 21 MINUTES 01 SECONDS WEST 181.41 FEET, THENCE SOUTH 65 DEGREES 45 MINUTES 31 SECONDS EAST 89.74 FEET TO SAID EAST BOUNDARY OF THE NORTHWEST QUARTER OF SECTION 10, THENCE SOUTH 00 DEGREES 01 MINUTES 14 SECONDS WEST 404.47 FEET, THENCE SOUTH 77 DEGREES 06 MINUTES 08 SECONDS WEST 311.65 FEET, THENCE SOUTH 12 DEGREES 53 MINUTES 52 SECONDS EAST 73.27 FEET TO THE NORTHERLY BOUNDARY OF INTERSTATE HIGHWAY NO. 10, THENCE NORTH 81 DEGREES 36 MINUTES 27 SECONDS WEST ALONG SAID NORTHERLY BOUNDARY A DISTANCE OF 783.63 FEET, TO A PROPERTY OCCUPIED BY AN INDIAN MOUND, THENCE ALONG SAID PROPERTY AS FOLLOWS: NORTH 08 DEGREES 24 MINUTES 13 SECONDS EAST 109.94 FEET, THENCE NORTH 53 DEGREES 45 MINUTES 19 SECONDS EAST 75.72 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHEASTERLY THENCE FROM A TANGENT BEARING OF NORTH 35 DEGREES 15 MINUTES 42 SECONDS WEST RUN NORTHWESTERLY ALONG SAID CURVE WITH A RADIUS OF 128.50 THROUGH A CENTRAL ANGLE OF 22 DEGREES 38 MINUTES 24 SECONDS FOR AN ARC DISTANCE OF 50.78 FEET, TO THE SOUTHERLY BOUNDARY OF ARBOR HILL UNIT 3 AS RECORDED IN PLAT BOOK 9, PAGE 2 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, THENCE RUN ALONG THE BOUNDARY OF SAID ARBOR HILL UNIT 3 AS FOLLOWS: SOUTH 89 DEGREES 55 MINUTES 51 SECONDS EAST 366.34 FEET, THENCE NORTH 00 DEGREES 04 MINUTES 09 SECONDS EAST 125.00 FEET, THENCE NORTH 15 DEGREES 35 MINUTES 32 SECONDS EAST 51.83 FEET, THENCE SOUTH 89 DEGREES 00 MINUTES 07 SECONDS EAST 94.81 FEET, THENCE NORTH 01 DEGREES 09 MINUTES 27 SECONDS EAST 1016.23 FEET, THENCE NORTH 89 DEGREES 57 MINUTES 43 SECONDS WEST 95.62 FEET, THENCE NORTH 25 DEGREES 32 MINUTES 26 SECONDS WEST 66.38 FEET, THENCE NORTH 00 DEGREES 25 MINUTES 00 SECONDS EAST 741.53 FEET, THENCE SOUTH 89 DEGREES 34 MINUTES 36 SECONDS EAST 18.34 FEET, THENCE NORTH 00 DEGREES 23 MINUTES 05 SECONDS EAST 205.09 FEET, TO THE SOUTHERLY BOUNDARY OF SAID KILLEARN ESTATES UNIT NO 22, THENCE LEAVING SAID BOUNDARY OF ARBOR HILL UNIT 3 RUN SOUTH 89 DEGREES 33 MINUTES 00 SECONDS EAST ALONG SAID SOUTHERLY BOUNDARY OF KILLEARN ESTATES UNIT NO 22 A DISTANCE OF 610.27 FEET TO THE POINT OF BEGINNING, CONTAINING 33.42 ACRES MORE OR LESS.

BOB INZER

UNOFFICIAL DOCUMENT