

SEP 9 2 54 PM 1976

AT THE TIME & DATE NOTED
PAUL E. HARTSFIELD
CLERK OF CIRCUIT COURTRESTRICTIVE COVENANTSSTATE OF FLORIDA
COUNTY OF LEON

THIS DECLARATION OF RESTRICTIVE COVENANTS, made and published this 7th day of September, A. D., 1976 by METROPOLITAN DEVELOPERS, INC., a corporation charged under the laws of the State of Florida and having its principal office in Tallahassee, Leon County, Florida.

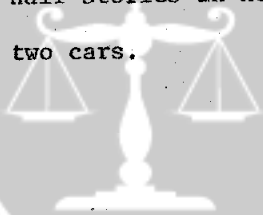
W I T N E S S E T H :

WHEREAS, said corporation is the owner of the subdivision known as ARBOR HILL, being a subdivision land situate, lying, and being in Leon County, Florida, and described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, it is to the interest, benefit, and advantage of 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 the 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 said 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 deraigning title through METROPOLITAN DEVELOPERS, INC. during the lifetime of these restrictions.

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.



2.) ARCHITECTURAL CONTROL. No building 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 fourteen 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.) LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than sixty feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than eight thousand five hundred square feet.

6.) WAIVER. The architectural control committee shall have power and authority to waive such violations of building line and lot restrictions as it in its sole discretion deems reasonable and proper.

7.) EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the aforementioned plat.

8.) NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may or may become an annoyance or a nuisance to the neighborhood.

9.) TEMPORARY STRUCTURES. No structure of a temporary character, trailer, tent, basement, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, except an approved utility shed.

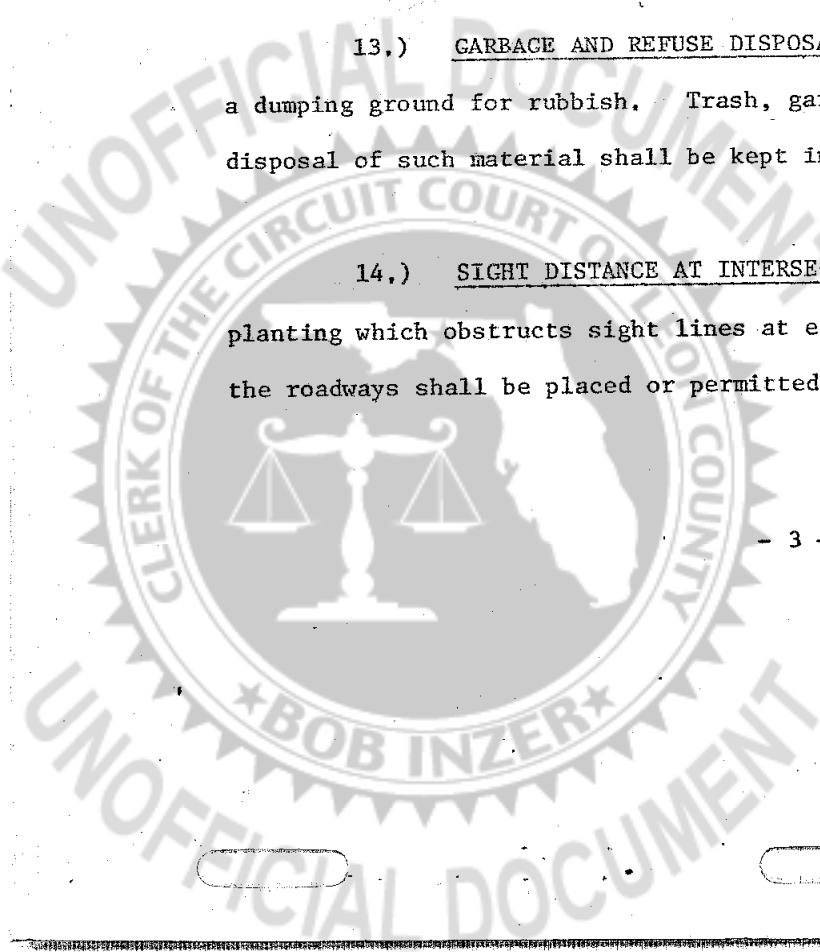
10.) SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than six square feet advertising the property during construction and sales period.

11.) 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.

12.) 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.

13.) 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.

14.) 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.

15.) 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 any event, if not 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.

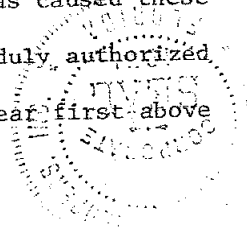
16.) TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless 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.

17.) 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.

18.) 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. Z. Henderson
W. Ann Beckett

METROPOLITAN DEVELOPERS, INC.

By: Millard J. Noblin
Millard J. Noblin, President

(CORPORATE SEAL)

STATE OF FLORIDA)
 : ss.
COUNTY OF LEON)

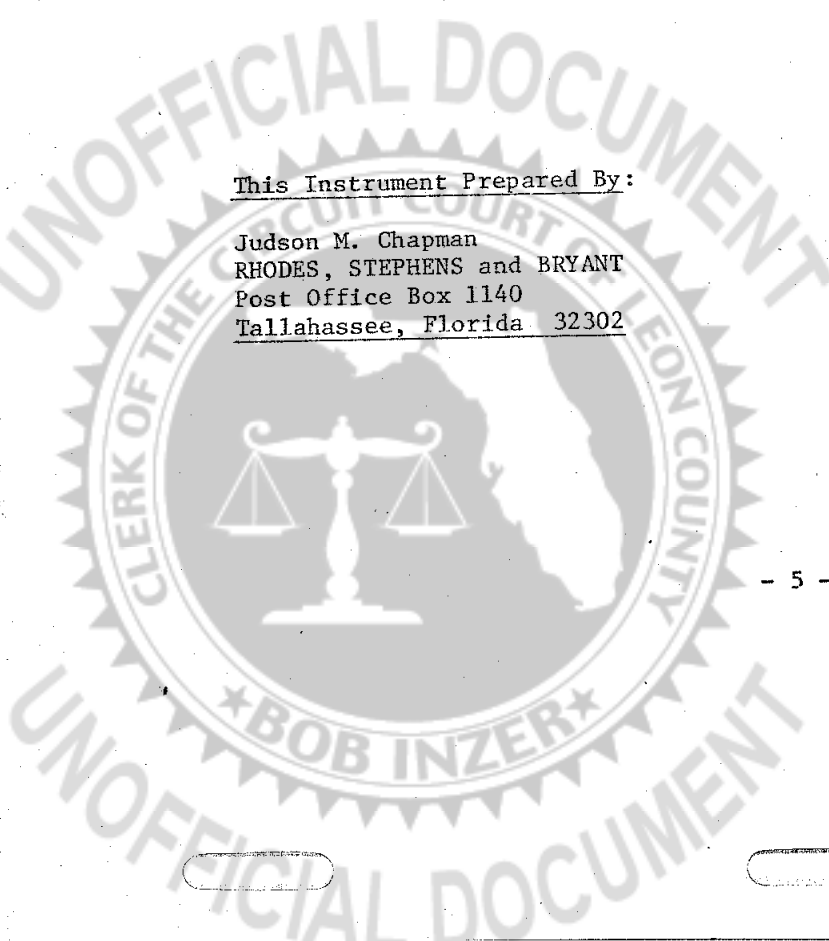
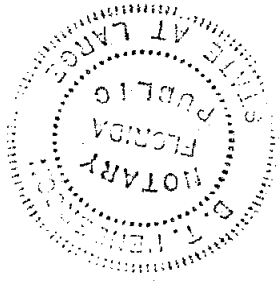
THE FOREGOING INSTRUMENT was acknowledged before me this 7th day of September, A. D., 1976, by MILLARD J. NOBLIN, President of Metropolitan Developers, Inc., a Florida corporation, on behalf of said corporation.

B. Z. Henderson
Notary Public, State of Florida
at Large.

My Commission Expires: 1-7-77

This Instrument Prepared By:

Judson M. Chapman
RHODES, STEPHENS and BRYANT
Post Office Box 1140
Tallahassee, Florida 32302



ARBOR HILL

Begin at an old concrete monument marking the Northwest corner of Section 10, Township 1 North, Range 1 East, Leon County, Florida, and run thence South 89 degrees 32 minutes 10 seconds East along the Section line 42.88 feet; thence run South 73 degrees 02 minutes 10 seconds East 124.05 feet to a point of curve to the right, run thence along said curve with a radius of 309.60 feet through a central angle of 28 degrees 47 minutes 24 seconds for an arc distance of 155.75 feet, run thence North 29 degrees 06 minutes 55 seconds East 130.22 feet to the North boundary of said Section 10, run thence South 89 degrees 32 minutes 10 seconds East along the Section line, a distance of 445.20 feet, run thence South 00 degrees 27 minutes 50 seconds West 210.00 feet, run thence South 89 degrees 32 minutes 10 seconds East 2.95 feet, run thence South 00 degrees 27 minutes 50 seconds West 119.39 feet, run thence South 80 degrees 26 minutes 11 seconds East 35.45 feet, run thence South 89 degrees 32 minutes 10 seconds East 300.00 feet, run thence South 00 degrees 27 minutes 50 seconds West 261.88 feet, run thence North 72 degrees 24 minutes 38 seconds West 98.95 feet, run thence South 17 degrees 35 minutes 22 seconds West 60.00 feet, run thence South 72 degrees 24 minutes 38 seconds East 72.98 feet, run thence South 17 degrees 35 minutes 22 seconds West 273.22 feet to a point lying 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 569.92 feet, through a central angle of 10 degrees 05 minutes 54 seconds, for an arc distance of 100.45 feet, run thence South 18 degrees 22 minutes 30 seconds West 60.00 feet to a point lying on a curve concave to the Northerly, thence from a tangent bearing of North 71 degrees 37 minutes 30 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, run thence North 69 degrees 27 minutes 48 seconds West 14.91 feet, run thence South 20 degrees 32 minutes 12 seconds West 125.00 feet, run thence North 69 degrees 27 minutes 48 seconds West 285.54 feet, run thence North 05 degrees 30 minutes East 90.31 feet, run thence North 84 degrees 30 minutes West 60.00 feet, run thence South 05 degrees 30 minutes West 54.18 feet, run thence North 64 degrees 22 minutes 37 seconds West 116.30 feet, run thence North 49 degrees 10 minutes 33 seconds West 89.79 feet, run thence North 32 degrees 42 minutes 37 seconds West 85.32 feet, run thence North 59 degrees 32 minutes 04 seconds West 88.00 feet to a point lying on a curve concave to the Southeasterly, thence from a tangent bearing of North 30 degrees 27 minutes 56 seconds East run Northeasterly along said curve with a radius of 63.94 feet, through a central angle of 36 degrees 27 minutes 19 seconds for an arc distance of 40.68 feet, run thence North 66 degrees 55 minutes 15 seconds East 80.68 feet, run thence North 23 degrees 04 minutes 45 seconds West 60.00 feet, run thence South 66 degrees 55 minutes 15 seconds West 80.68 feet to a point of curve to the left, run thence along said curve with a radius of 123.94 feet, through a central angle of 41 degrees 23 minutes 42 seconds for an arc distance of 89.55 feet, run thence North 64 degrees 28 minutes 27 seconds West 151.96 feet to the West boundary of said Section 10, run thence North 00 degrees 00 minutes 53 seconds West along the Section line, a distance of 599.85 feet to the Point of Beginning, containing 18.62 acres, more or less,

915648

RECORDED IN THE PUBLIC

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CLERK OF CIRCUIT COURT

December 2, 1988

Re: Lot 10, Block "B", ARBOR HILL
Plat Book 7, Page 51

TO WHOM IT MAY CONCERN:

This is to certify that Roy T. Rhodes, III as Representative for the Architectural Control Committee for ARBOR HILL, a subdivision, and under the authority granted by Article 6 of the Restrictive Covenants of said ARBOR HILL, recorded September 9, 1976 in Official Records Book 806, Page 792, in the Public Records of Leon County, Florida, a variance has been granted from Article 4, whereby the building set-back requirement for Lot 10, Block "B", shall be 5.35 feet rather than 15 feet on the Easterly lot line (being the "side street" line) of said lot.

We have determined that the variance granted is justified by the reasons given to us by the owner of said lot, and we have also determined that the variance is not major or substantial.

ARBOR HILL ARCHITECTURAL CONTROL
COMMITTEE

By: 
Roy T. Rhodes, III its
representative

STATE OF FLORIDA
COUNTY OF LEON

Before me personally appeared Roy T. Rhodes, III to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 2 day of December, 1988.




NOTARY PUBLIC

My Commission Expires:

This instrument prepared by CAROL PENROSE
an officer of THE PROFESSIONAL TITLE GROUP, INC.,
2807 Remington Green Circle, Tallahassee, FL
32308, pursuant to the issuance of title
insurance.

Notary Public, State of Florida
My Commission Expires Feb. 26, 1991
Bonded by Western Surety Company