

OR 1065P1498

RESTRICTIVE COVENANTS FOR BOTANY PLACE
Section 7, T-1-S, R-1-E

KNOW ALL MEN BY THESE PRESENTS: ASTRON DEVELOPMENT CORP. & GEORGE W. GIBBS, owner in fee simple of all the lots in Botany Place, a subdivision as per map or plat thereof recorded in Plat Book 9, Page 8 of the Public Records of Leon County, Florida, desiring to restrict the use and occupancy of all of the lots owned by them in said subdivision for the purpose of enhancing their value and for the benefit of present and future owners of property in said subdivision, do hereby impose upon the same the following covenants and restrictions to run with the land and which shall be binding upon all persons claiming by, through or under them:

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than those permitted under the RM-1 Cluster Zoning of Leon County, Florida.
2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Procedure for approval shall be specified in paragraph 12 hereof.

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RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.

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PAUL F. WATKINS
CLERK OF CIRCUIT COURT

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3. DWELLING COST, QUALITY AND SIZE. The total living area of any dwelling shall be a minimum of 800 square feet, minimum 2 bedroom, 500 square feet, minimum 1 bedroom., exclusive of open porches, garages and carports, and any disconnected building; in the case of more than one (1) story the minimum ground floor area shall be 720 square feet, with the same exclusion as mentioned for the one (1) story dwelling.
4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line than 25 feet, nor nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, provided that the combination of setbacks on the two sides shall equal at least 15 feet; the dwelling and disconnected outbuilding, when authorized, shall be at least 25 feet from the rear lot line. The lot coverage of all buildings on a lot cannot exceed 40%. (forty percent) of the lot area, and all buildings are limited to 35 feet in height. For the purpose of this covenant, eaves, steps 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 or recorded easement.
5. LOT AREA AND WIDTH. Lot area and dimensions will be in strict accordance with the Leon County RM-1 Cluster Zoning approved for Botany Place.
6. 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 annoyance or nuisance to the neighborhood.
7. TEMPORARY STRUCTURES. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

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8. PARTY WALLS. As per VA Form 8200

Section 1. General rules of law to apply. Each wall is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of repair and maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. Destruction by fire or other casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a large contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an owner, who by his negligence or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to contribution runs with land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

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9. FENCES. No fence shall be erected on any lot nearer to the front lot line than the rear of the structure erected on said lot and such fence shall be of a conventional design and shall be maintained to keep up the appearance of the neighborhood.

10. ANIMALS. No domestic animal or pet may be housed or permanently tethered in the yard or exterior of the property. All such animals or pets should be of a size and nature suitable for housing indoors.

11. ARCHITECTURAL CONTROL COMMITTEE. The architectural control committee is composed of CHARLES M. WATSON and GEORGE W. GIBBS, or their substitutes, if either should die or for any reason be unable to serve, in which event, the survivor or remaining committee man shall have and is hereby given power to appoint another person to act for such substitute committee man. A majority of the committee may designate representatives to act for it. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

12. 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 30 days after 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.

13. SIGNS. No sign of any kind shall be displayed to the public view on any lot in said subdivision, except that one sign of not more than five (5) square feet, advertising the property for sale or rent, or such signs as are used by builders to advertise the property during the construction and sale period, may be placed on such lots.

14. OUTBUILDINGS & ADDITIONS. No walls, fences and other outbuildings or additions to any of the buildings shall be erected by the owners of any of the property in said subdivision without written consent of the Architectural Control Committee, and such walls, fences, other outbuildings or additions to the dwelling shall be erected according to the plans and specifications approved by the said committee.

15. ERECTION OF BUILDINGS. All buildings placed on any of the tracts herein described shall be erected by licensed contractors of the City of Tallahassee or County of Leon, Florida.

16. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utilities company is responsible.

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

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18. RESPONSIBILITIES. Each owner shall refrain from any act or use of his lot which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No noxious, offensive, or illegal activity shall be carried on upon any lot. No lot shall be used in whole or in part for storage or rubbish of any character whatsoever nor shall any substance, thing or material be kept upon any lot which will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No trash, rubbish, stored material, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other debris for pickup by garbage and trash removal service units. In the event that any owner of any developed lot fails or refuses to keep such property free from any of the foregoing unsightly items, weeds or underbrush, the Architectural Control Committee, may, at its option, ten (10) days after posting a notice thereon or mailing notice to said owner at his property address requesting owner to comply with requirements of this paragraph, enter and remove all such unsightly items and growth at said owner's expense, and owner shall be personally liable to the Architectural Control Committee, for the costs of removal. By acquiring property subject to these restrictions, each and every owner agrees to pay such costs promptly upon demand by the Architectural Control Committee, its agents, assigns or representatives. No such entry as provided herein shall be deemed as a trespass. The provisions of this section shall not apply to lots upon which houses are under construction.

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

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

21. VIOLATION OF RESTRICTIONS. If any person shall violate or attempt to violate any of the restrictions herein, it shall be lawful for any other person or persons owning any real property which is subject to this Declaration of Restrictions to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions either to prevent him or them from so doing or to recover damages for such violations.


IN WITNESS WHEREOF, the said ASTRON DEVELOPMENT CORP. and GEORGE W. GIBBS, has caused these Restrictive Covenants to be executed by its President and its corporate seal to be hereunto affixed this 27th day of April, 1983.

Witnesses:



ASTRON DEVELOPMENT CORP.

By 
Charles M. Watson, President

By 
George W. Gibbs, Individual

STATE OF FLORIDA
COUNTY OF LEON

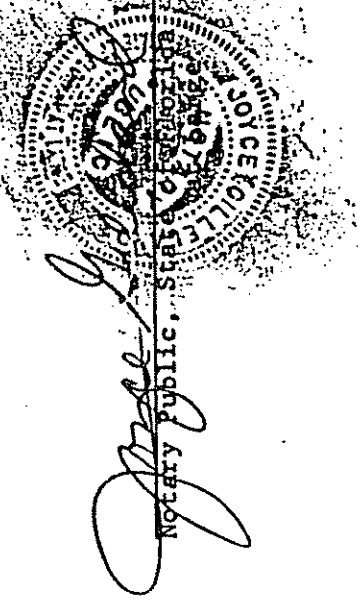
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I HEREBY CERTIFY that on this 27th day of April, 1984, before me, the undersigned authority, personally appeared Mr. Charles M. Watson, President of ASTRON DEVELOPMENT CORP. and GEORGE W. GIBBS, Individual, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged the execution thereof to be their free acts and deeds as such officers, to the uses and purposes therein expressed, and that said instrument is the act and deed of said entities, and that such seals attached thereto are the lawful corporate seals of said corporation and was affixed by due authority.

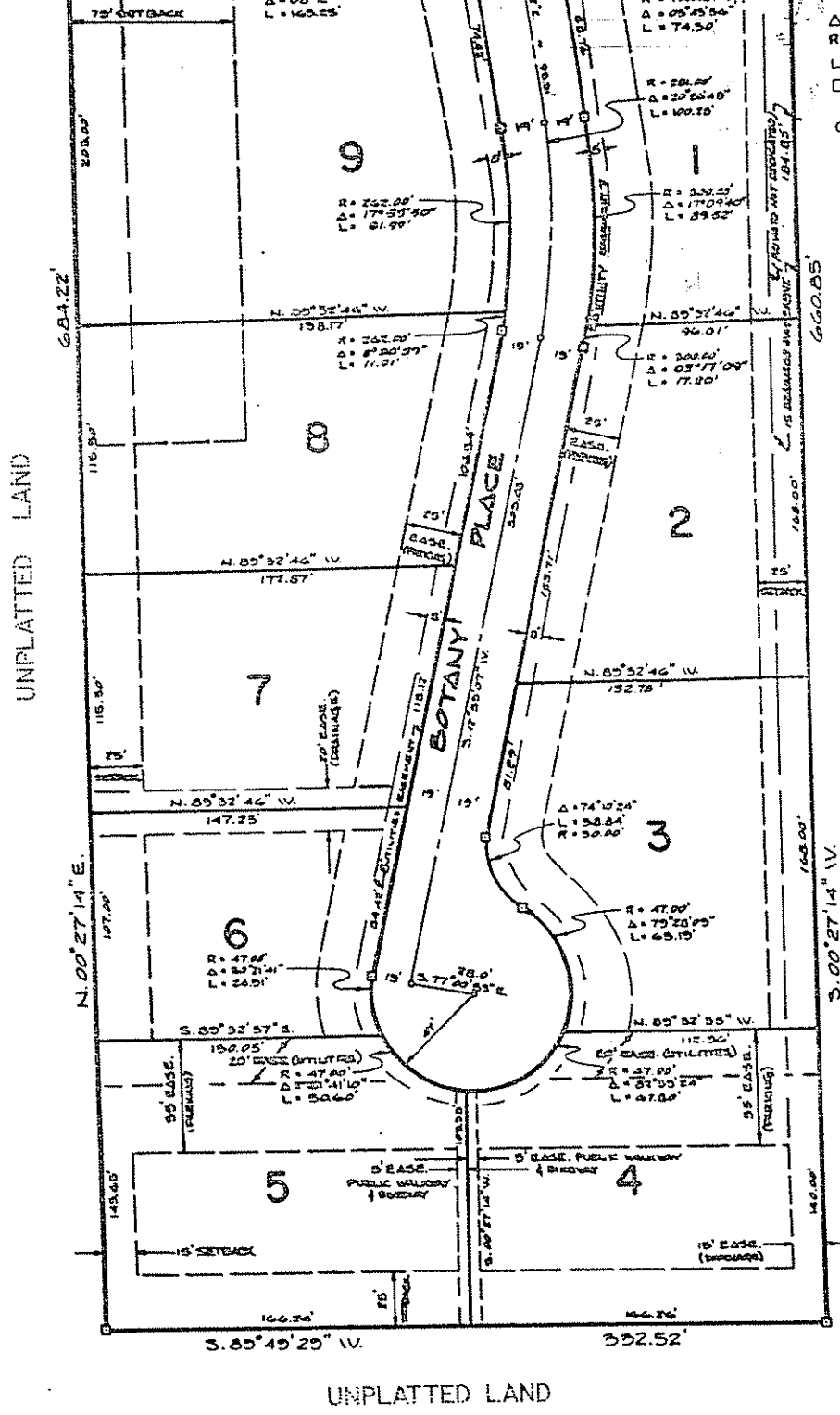
WITNESS my hand and official seal the date aforesaid.

My Commission Expires: 7-16-84

Henry Public, State of Florida et Lenge
My Commission Expires July 16, 1984
Go back to us for more info.



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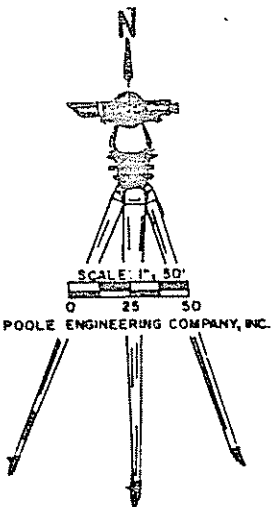


△ - DRYICE CONTROL POINTS
 R - DRYICE RADIIUS
 L - DRYICE ARC LENGTH
 □ - DRYICE PLYMOUTH
 ○ - DRYICE PERMANENT CONTROL POINTS

BEARINGS SHOWN HEREON BASED ON SCOTT'S SOLE ON THE CENTER BOUNDARY OF LOT 11 BLOCK 9 LEHIGH QUARTERS, IN ACCORDANCE WITH THE PLAT RECORDS IN P.B. 4, P. 32 LEON COUNTY RECORDS.

UNPLATTED LAND

PRMs (□) AND PCPS (○) SHOWN HEREON MARKED WITH A BRASS CAP STAMPED AS SHOWN:



Florida, thence run South 00 degrees 27 minutes 14 seconds East 107.00 feet to the POINT OF BEGINNING; thence run South 00 degrees 27 minutes 14 seconds West 660.85 feet to a concrete monument, thence run South 89 degrees 49 minutes 29 seconds West 332.52 feet to a concrete monument, thence run North 00 degrees 27 minutes 14 seconds East 687.22 feet to a point on the Southerly Right-of-Way boundary of said Orange Avenue said point being on a curve concave to the Northerly, thence run Easterly along said Southerly Right-of-Way boundary and along said curve with a radius of 110.67 feet, through a central angle of 16 degrees 47 minutes 27 seconds for an arc distance of 334.28 feet, the chord of said arc being South 86 degrees 09 minutes 08 seconds East 133.02 feet), to the POINT OF BEGINNING; containing 5.19 acres more or less.

Have caused said lands to be divided and subdivided as shown hereon and do hereby dedicate to the perpetuity of the public all streets, roads, alleys, and other Rights-of-Way and all parks, recreation areas, and all easements for utilities, drainage, and other purposes and for all purposes incident thereto as shown depicted hereon, reserving however the reversion or reversions should the same be renounced, discontinued, abandoned, or the use thereof be discontinued as prescribed by law by appropriate official action of the proper officials having charge or jurisdiction thereof, this 5th day of MARCH A.D., 1982.

ASTRON DEVELOPMENT CORPORATION

Charles M. Watson
Charles M. Watson, President

George W. Gibbs
George W. Gibbs

Laverne D. Jampijin
Laverne D. Jampijin, Witness

NOTE: THE CONSTRUCTION OF PERMANENT STRUCTURES INCLUDING FENCES BUT EXCLUDING DRIVEWAYS BY THE OWNER IS PROHIBITED WITHIN UTILITIES, MAINTENANCE, DRIVEWAY AND DRAINAGE EASEMENTS. PARKING EASEMENTS SHOWN ARE PRIVATE AND NOT DEDICATED BUT ARE SUBJECT TO THE PUBLIC UTILITIES EASEMENTS SHOWN HEREON.

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEON

Before me personally appeared Charles M. Watson, President of Astron Development Corporation, a corporation organized and existing under the laws of the State of Florida, and George W. Gibbs and acknowledged that they executed the foregoing dedication freely and voluntarily for the purposes therein stated.

Witness my hand and seal at Tallahassee, Florida, this 5th day of March A.D., 1982.

Notary *Laverne D. Jampijin* My Commission expires Jan. 15, 1983

PLAT CONFORMATION

STATE OF FLORIDA
COUNTY OF LEON, CITY OF TALLAHASSEE

This Plat conforms to the preliminary plat approval provisions made by the Tallahassee-Leon County Planning Commission on the 19th day of NOVEMBER A.D., 1981, and to the provisions of the City of Tallahassee Plat Law.

Executive Secretary of Planning Board
David B. Berman

Approved by the City Commission of Tallahassee, Florida, this 9th day of MARCH A.D., 1982.

Mayor *James R. Ford*
City Auditor *John J. Galt*
City Manager *Daniel A. Korman*
City Engineer *John J. Galt*

Accepted for files and recorded this 10th day of March A.D., 1982.

1st PLAT BOOK 7, PAGE 8, OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

Carl H. Haly
Clerk of City
Leon County

CERTIFICATION OF SURVEY

I hereby certify that this survey was made under my responsible direction and supervision and that permanent reference monuments have been placed and that the survey data and monumentation complies with Chapter 177 and Chapter 218B-6, Statutes.

Arthur B. Berman, P.L.S.
Arthur B. Berman, P.L.S.
Florida Registered Land Surveyor