

REC. 939 PAGE 187

DECLARATION OF RESTRICTION
OF
BROOKFIELD SUBDIVISION

474985

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

SEP 10 2 08 PM 1979

AT THE TIME & DATE NOTED
PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT

KNOW ALL MEN BY THESE PRESENTS that, the undersigned, MALLARD PROPERTIES OF TALLAHASSEE, INC., a Florida corporation, being the owner of BROOKFIELD, a subdivision situated in Leon County, Florida, more particularly described as follows:

See Schedule "A" attached hereto and incorporated herein by reference.

makes the following declaration of restrictions covering the above described real property, specifying that this declaration shall constitute a covenant running with the land and that this declaration shall be binding upon the undersigned and upon all persons dereligning title through the undersigned these restrictions during their lifetime shall be for the benefit of and a limitation upon all present and future owners of the real property and are as follows:

1. RESIDENTIAL ONLY.

No. lot shall be used except for residential purposes.

2. APPROVAL BY ARCHITECTURAL CONTROL COMMITTEE.

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot 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 locations with respect to topography and finished grade elevation.

3. COMPOSITION OF COMMITTEE.

The Architectural Control Committee shall be composed of the following: Raney A. Oven, Jr., D. I. Rainey, Jr., and Riley Palmer. A majority of the Committee may designate a representative to act for it. In the event of death or res-

THIS INSTRUMENT PREPARED BY

W. TAYLOR MOORE

ATTORNEY - AT - LAW.

P. O. Box 507

Tallahassee, Florida 32302

W. Taylor Moore

ATTORNEY AT LAW

TALLAHASSEE, FLORIDA

DECLARATION OF RESTRICTION
BROOKFIELD SUBDIVISION

SEC. 939
PAGE 188

PAGE TWO

ignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor it's designated representatives 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.

4. PROCEDURE OF COMMITTEE.

The Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Committee or it's designated representatives fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no action to enjoin the construction has been commenced prior to its completion, approval will not be required and related covenants shall be deemed to have been complied with fully.

5. CONFORMANCE WITH ZONING.

All structures constructed on a lot shall conform to the Tallahassee-Lacon County Zoning Code as it exists at the time of construction and shall be placed on the lot in conformance with it's requirements.

6. TEMPORARY RESIDENCES PROHIBITED.

No structure of a temporary character, such as, but not limited to, a trailer, mobile home, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. Boats, trailers, campers or other vehicles shall be parked or stored within the garage or placed behind the residence so as not to be visible from the street.

7. DWELLING QUANTITY AND SIZE.

The main floor area of the main structure, exclusive of

W. Taylor Moore

ATTORNEY AT LAW
TALLAHASSEE, FLORIDA

DECLARATION OF RESTRICTIONS
BROOKFIELD SUBDIVISION

REC. 939 PAGE 189

PAGE THREE

of one-story porches, garages, carports and patios shall not be less than 1200 square feet of heated and/or air-conditioned area.

8. FENCES.

No fence of any kind shall be placed or constructed nearer to the front property line than the front corner of the residence. No fence shall be located nearer than two (2) inches to an interior lot line. No fence or hedge shall be erected or maintained on the property of the subdivision which unreasonably restricts or blocks the view from adjoining lot or which shall materially impair the continuity of the general landscaping plan of the subdivision. No wall or fence of any kind whatsoever shall be constructed on any lot until after the height, type and design and location thereof shall have been approved in writing by the Architectural Control Committee.

9. MULTI-FAMILY STRUCTURES.

All multi-family structures, where they are allowed by zoning, shall contain a minimum of 850 square feet of heated and/or air-conditioned area whether they be townhouse, quadruplex or single family attached design.

10. YARD MAINTENANCE.

The owner of each lot shall keep the lot mowed regularly and clear of any unsightly objects. In the event any owner breaches this restriction, the Architectural Control Committee may immediately or at any time thereafter perform the same for the account of the owner and any amount paid or any expense or liability incurred by the Architectural Control Committee shall be paid by the owner and if unpaid may be filed as a lien against the property, and/or recovered through legal proceedings by the Architectural Control Committee.

W. Taylor Moore

ATTORNEY AT LAW
TALLAHASSEE, FLORIDA

DECLARATION OF RESTRICTIONS
BROOKFIELD SUBDIVISION

REC. 939 PAGE 180

PAGE FOUR

11. No noxious or offensive activities shall be carried on upon any lot nor shall anything be done on it that may be or may become an annoyance or nuisance to the property owners.

12. ANIMALS PROHIBITED.

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. SIGNS.

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent or signs used by builder to advertise the property during construction and sales.

14. RUBBISH.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage of such material shall be kept in a clean and sanitary condition.

15. 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 materials shall be placed or permitted to remain that may damage or interfere with installation and maintenance of utilities, change the direction of flow of drainage channels in the easements or 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 improve-

W. Taylor Moore
ATTORNEY AT LAW
TALLAHASSEE, FLORIDA

DECLARATION OF RESTRICTIONS REF 939 PAGE 191 PAGE FIVE
BROOKFIELD SUBDIVISION

ments for which a public authority or utility company is responsible.

16. NO BUSINESS CONDUCTED.

No business other than arts, crafts or professions operated solely by family members occupying the residence shall be conducted.

17. MINERALS.

No gas, oil, mineral, quarry or gravel operations shall be permitted on any lot.

18. EXPIRATION TIME.

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 twenty (20) years from the date these covenants are recorded after which time they shall be extended automatically for successive periods of ten (10) years unless an instrument signed by a majority of the then owner's of the lots has been recorded agreeing to change the covenants in whole or in part.

19. ENFORCEMENT.

Enforcement shall be by action against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages. The party bringing action shall be entitled to recover in addition to costs and disbursements allowed by law such sum as the court may adjudge to be reasonable for the services of it's attorney.

20. SEVERABILITY.

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

IN WITNESS WHEREOF we have set our hands and seals this 27th day of September, 1979.

W. Taylor Moore
ATTORNEY AT LAW
TALLAHASSEE, FLORIDA

DECLARATION OF RESTRICTIONS
BROOKFIELD SUBDIVISION

REC. 939 PAGE 192

PAGE SIX



MALLARD PROPERTIES OF
TALLAHASSEE, INC.

BY: *D. Rainey*
Its President

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me
this 7th day of September 1979, by D. I. RAINEY, as President
of Mallard Properties of Tallahassee, Inc.



W. Taylor Moore
NOTARY PUBLIC
My Commission Expires: *4-20-81*

W. Taylor Moore
ATTORNEY AT LAW
TALLAHASSEE, FLORIDA

OFF: 939

PAGE: 193

Commence at the Northeast corner of Section 29, (also the Southeast corner of Section 20), Township 1 North; Range 1 East, Leon County, Florida, and run thence South 89 degrees 13 minutes 12 seconds West along the Section line 1312.19 feet to a concrete monument marking the Northeast corner of the Northeast Quarter of the Northeast Quarter of said Section 29 (also the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 20), also marking the Easterly boundary of Kuhlacres, a subdivision as per map or plat thereof, recorded in Plat Book 3, Page 95, of the Public Records of Leon County, Florida, for the POINT OF BEGINNING. From said POINT OF BEGINNING run thence South 00 degrees 28 minutes 38 seconds East along the Easterly boundary of said Kuhlacres 1184.57 feet to the Northerly right-of-way boundary of State Road No. S-146 (Miccosukee Road) thence North 61 degrees 22 minutes 22 seconds East along said Northerly right-of-way boundary 111.67 feet to a point of curve to the left, thence along said right-of-way curve with a radius of 1402.89 feet, thru a central angle of 17 degrees 56 minutes 00 seconds, for an arc distance of 439.04 feet, thence North 43 degrees 16 minutes 22 seconds East along said Northerly right-of-way boundary 128.09 feet to a point of curve to the right, thence along said right-of-way curve with a radius of 985.37 feet, thru a central angle of 04 degrees 26 minutes 12 seconds, for an arc distance of 76.30 feet to the Westerly boundary of property deeded to Leon County, Florida, thence North 00 degrees 28 minutes 38 seconds West along said Westerly boundary 923.67 feet, thence South 89 degrees 13 minutes 12 seconds West along a line 199.9 feet from and parallel to the North boundary of said Section 29 a distance of 590.49 feet to the Northeast corner of said Kuhlacres, thence South 00 degrees 28 minutes 38 seconds East along the Easterly boundary of said Kuhlacres 198.0 feet to the POINT OF BEGINNING: containing 16.05 acres, more or less.

Schedule "A"

Walter Moore
 COUNTY CLERK
 LEON COUNTY, FLORIDA

OR1060PG 847

DECLARATION OF PARTY WALL AGREEMENT

STATE OF ~~FLORIDA~~^{Louisiana},
COUNTY OF ~~LEON~~^{Jefferson}

KNOW ALL MEN BY THESE PRESENTS, That this Declaration of Party Wall Agreement, made and entered into this 4th day of February, A.D., 1983, by Michael H. Reichert, hereinafter referred to as "Owner "

W I T N E S S E T H:

THESE Declarations of Party Wall Agreement applies to the following described property:

Lot 26, Block "A" of Brookfield as recorded in Plat Book 8, Page 67, of the Public Records of Leon County, Florida.

1. The houses located upon the lots within the property are commonly referred to as "townhomes" or "patihomes," with a characteristic thereof being the existence of common walls or party walls which are constructed along postions of side boundaries of units within the lots. Each such party wall is a structural load bearing wall serving each house contiguous to the party wall. To the extent not inconsistent with the provisions of these restrictions, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions and regarding maintenance and repair thereof shall be applicable.
2. 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.
3. If a party wall is destroyed or damaged by fire or other casualty, any affected owner and the other owners making use of the wall (intentionally or otherwise), 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 larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

611191

RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.

APR 4 4 08 PM 1983

FILED IN THE PUBLIC
RECORDS OF LEON COUNTY
FLORIDA

BOB INZER

UNOFFICIAL DOCUMENT

Page Two - Declaration of Party Wall Agreement

- 4. Notwithstanding any other provisions in these restrictions, any owner, who by his negligent or willful act causes the party wall to be exposed to the elements, will bear the whole cost of necessary protection against such elements.
- 5. The right of any owner to contribution from any other owner under these restrictions shall be appertenant to the land and shall pass to such owner's successors in title.
- 6. Arbitration. In the event of any dispute arising concerning a party wall, under the provisions of this article, each party shall choose one arbitrator and the decision shall be by a majority of all the arbitrators. In the event there is a tie vote, a third arbitrator shall be chosen to make the majority vote.
- 7. Notwithstanding the possible expiration of these restrictive covenants contained herein relating to party walls shall continue in full force and effect for so long and for such time as any party walls exist upon said property.

IN WITNESS WHEREOF, said owner has caused this instrument to be signed this 4th day of February, A.D., 1983.

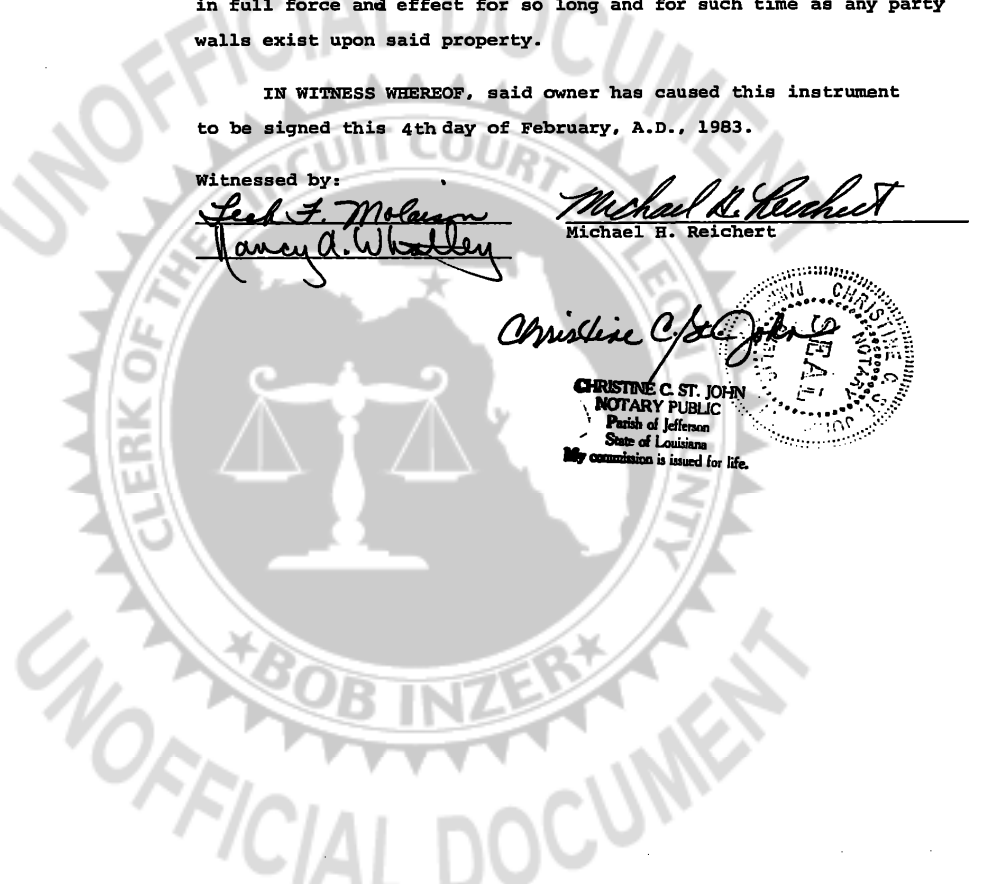
Witnessed by:

Leah F. Molaison
Nancy A. Whalley

Michael H. Reichert
 Michael H. Reichert

Christine C. St. John

CHRISTINE C. ST. JOHN
 NOTARY PUBLIC
 Parish of Jefferson
 State of Louisiana
 My commission is issued for life.



DR1060PG 847

DECLARATION OF PARTY WALL AGREEMENT

STATE OF ^{Louisiana} FLORIDA,
COUNTY OF ~~LEON~~ ^{Jefferson}

KNOW ALL MEN BY THESE PRESENTS, That this Declaration of Party Wall Agreement, made and entered into this 4th day of February, A.D., 1983, by Michael H. Reichert, hereinafter referred to as "Owner "

W I T N E S S E T H:

THESE Declarations of Party Wall Agreement applies to the following described property:

Lot 26, Block "A" of Brookfield as recorded in Plat Book 8, Page 67, of the Public Records of Leon County, Florida.

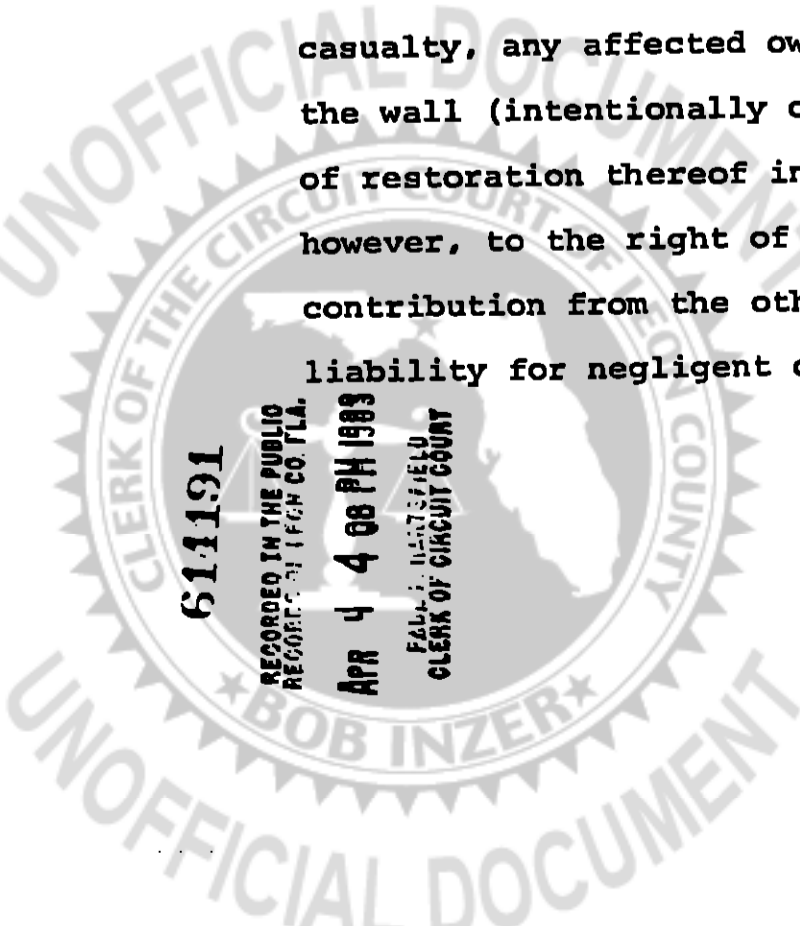
1. The houses located upon the lots within the property are commonly referred to as "townhomes" or "patiohomes," with a characteristic thereof being the existence of common walls or party walls which are constructed along postions of side boundaries of units within the lots. Each such party wall is a structural load bearing wall serving each house contiguous to the party wall. To the extent not inconsistent with the provisions of these restrictions, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions and regarding maintenance and repair thereof shall be applicable.
2. 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.
3. If a party wall is destroyed or damaged by fire or other casualty, any affected owner and the other owners making use of the wall (intentionally or otherwise), 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 larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

611191

RECORDED IN THE PUBLIC RECORDS OF LEON CO. FLA.

APR 4 4 08 PM 1983

FABIAN HARTSFIELD
CLERK OF CIRCUIT COUNTY



4. Notwithstanding any other provisions in these restrictions, any owner, who by his negligent or willful act causes the party wall to be exposed to the elements, will bear the whole cost of necessary protection against such elements.

5. The right of any owner to contribution from any other owner under these restrictions shall be appertenant to the land and shall pass to such owner's successors in title.

6. Arbitration. In the event of any dispute arising concerning a party wall, under the provisions of this article, each party shall choose one arbitrator and the decision shall be by a majority of all the arbitrators. In the event there is a tie vote, a third arbitrator shall be chosen to make the majority vote.

7. Notwithstanding the possible expiration of these restrictive covenants contained herein relating to party walls shall continue in full force and effect for so long and for such time as any party walls exist upon said property.

IN WITNESS WHEREOF, said owner has caused this instrument to be signed this 4th day of February, A.D., 1983.

Witnessed by:

Leah F. Molaison
Fancy A. Whalley

Michael H. Reichert
Michael H. Reichert

Christine C. St. John

CHRISTINE C. ST. JOHN
NOTARY PUBLIC
Parish of Jefferson
State of Louisiana
My commission is issued for life.

