

KNOW ALL MEN BY THESE PRESENTS, that the undersigned LEON DEVELOPERS, INC., a Florida corporation, being the owner of Camelot Park Unit No. 3, located in Leon County, Florida, and more particularly described in Exhibit A attached hereto, 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 deraining title through the undersigned. These restrictions, during their lifetime, shall be for the benefit of and limitation upon all present and future owners of the real property.

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.

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 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 fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line, unless approved in writing by the Architectural Control Committee.

3. DWELLING QUALITY AND SIZE. All dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. The floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,200 square feet. For dwellings of more than one story, the ground floor shall be not less than 800 square feet.

4. BUILDING LOCATION.

(a) No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located

on any lot nearer than 25 feet to the front line, or nearer than 15 feet to any side street line.

(b) No building shall be located nearer than $7\frac{1}{2}$ feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.

(c) For the purposes 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.

5. LOT AREA. No dwelling shall be erected or placed on any lot having an area of less than 6500 square feet.

6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. 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 utility company is responsible.

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 nuisance to the neighborhood.

8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, tent, shack, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

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 five square feet advertising the property for sale or rent.

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 that they are not kept, bred, or maintained for any commercial purposes.

12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. WATER SUPPLY. No individual watersupply systems shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Health Department of the State of Florida. Approval of such systems as installed shall be obtained from such authority.

14. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards and recommendations of the Health Department of the State of Florida. Approval of such system as installed shall be obtained from such authority.

15. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 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 25 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 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees 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.

16. MEMBERSHIP. The Architectural Control Committee is composed of J. T. Williams, Jr., Peggy K. Williams, and Joseph T. Williams, III. A majority of the Committee may designate a representative to act for it. In the event of 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 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.

17. 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.

18. FILL. No fill shall be permitted on a portion of lots bordering a creek which runs through the property. This area may be subject to flooding, and is to remain at its present topographical height unless approved by the Leon County Environmental Department. The area so restricted is the rear feet shown below:

<u>Block</u>	<u>Lot</u>	<u>Rear Restriction</u>	
N	4	30 feet	
	5	40 feet	
	6	50 feet	
	7	60 feet	
	8	70 feet	
	9	70 feet	
	12	50 feet	
	13	50 feet	
	14	50 feet	
	15	50 feet	
	16	50 feet	
	17	50 feet	
	18	50 feet	
	G	37	25 feet
		38	25 feet
39		25 feet	
40		25 feet	
42		Area within 25 feet of center line of the creek	
44		25 feet	
45		25 feet	
46		25 feet	

Block	Lot	Rear Restriction
G	47	25 feet
	48	25 feet
	49	25 feet
	50	25 feet
N	11	25 feet of east half
	19	Entire lot

19. 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 10 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.

20. 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 violation or to recover damages.

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

IN WITNESS WHEREOF, we have set our hands and seals this 11th day of February, 1980. 525744

Signed, sealed, and delivered in the presence of: **LEON DEVELOPERS, INC.**
BY: [Signature] Its President

RECORDED IN THE PUBLIC RECORDS OF LEON CO. FLA. IN THE BOOK & PAGE IND.
Dec 17 2 16 PM 1980
AT THE TIME & DATE NOTED PAUL F. HARTSFIELD CLERK OF CIRCUIT COURT



[Signature]
[Signature]
As to J. T. Williams, Jr.

STATE OF FLORIDA,
COUNTY OF LEON:

I HEREBY CERTIFY that on this 11th day of February, 1980, before me personally appeared J. T. Williams, Jr., President of Leon Developers, Inc., a corporation under the laws of the State of Florida, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that its execution was of his own free will and deed as such duly authorized officer of Leon Developers, Inc., and that the official seal of the corporation is duly affixed and the instrument is the act and deed of the corporation.

WITNESS my signature and official seal at Tallahassee in the County of Leon, State of Florida, the day and year last aforesaid.



492112

[Signature]
NOTARY PUBLIC
My Commission Expires: 1-29-83
Notary Public, State of Florida at Large.
M. Commission Expires Jan. 29, 1983.

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

FEB 12 9 20 AM 1980

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

LEGAL DESCRIPTION

Camelot Park Unit No. 3, a subdivision in Leon County, Florida,
as recorded in Plat Book 8, at Page 68 of the Public Records
of Leon County, Florida.

