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DECLARATION OF RESTRICTION

OF

CROSS CREEK SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS that, the undersigned, PARKWAY PROPERTIES CORPORATION, a Florida corporation, being the owner of CROSS CREEK, a subdivision situated in Leon County, Florida, more particularly described as follows:

Lots 1-16, Block "A" and Lots 1-13, Block "B" of CROSS CREEK, a subdivision as per plat recorded in Plat Book 8, Page 46, of the Public Records, Leon County, Florida.

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 deriving 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: R. BARTOW RAINEY, J. HOWARD NICHOLS and W. TAYLOR MOORE. A majority of the Committee may designate

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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 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 its 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-Leon County Zoning Code as it exists at the time of construction and shall be placed on the lot in conformance with its 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

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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. 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.

10. 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.

11. 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.

12. RUBBISH.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All in-

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cinators or other equipment for the storage of such material shall be kept in a clean and sanitary condition.

13. EASEMENTS.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easement, 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 improvements for which a public authority or utility company is responsible.

14. NO BUSINESS CONDUCTED.

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

15. MINERALS.

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

16. 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.

17. ENFORCEMENT.

Enforcement shall be by action against any person or persons violating or attempting to violate any covenants

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either to restrain violation or to recover damages. The prevailing party in any such 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 its attorney.

18. 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 9th day of JULY, 1980.

(CORPORATE SEAL)

PARKWAY PROPERTIES CORPORATION, a
Florida corporation

BY: [Signature]
BY ITS [Signature]

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me
this 7th day of JULY, 1980, by Annalinda Nichols
as Secretary of PARKWAY PROPERTIES CORPORATION,
a Florida corporation.

[Signature]
NOTARY PUBLIC
My Commission Expires: 5-2-80

