

010591972

RESTRICTIVE COVENANTS AND PARTY WALL AGREEMENT

EMERALD HILLS

THIS INDENTURE made and executed this 3<sup>rd</sup> day of October, 1982, by RICHARD L. PELHAM and DALLAS A. LAMBERT, JR., whose place of business is 3000 Tower Court, Tallahassee, Florida;

WITNESSETH:

THAT, WHEREAS, RICHARD L. PELHAM and DALLAS A. LAMBERT, JR. the owners of property located in Section 22, Township 1 North, Range 1 West, Leon County, Florida, more particularly described as follows; to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF:

AND WHEREAS, it is to the interest, benefit and advantage of the above-mentioned owners and to each and every person who shall hereafter purchase any piece, parcel or lot of the herein described property 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 the above-mentioned owners and each and every subsequent owner of any of the property herein described, said individuals do hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said lots and/or parcels and to all persons owning said lots and/or parcels hereafter; these protective covenants shall become effective immediately and run with the land and shall be binding upon all persons claiming under and through the herein mentioned owners.

ARTICLE I

Land Use and Building Type

No lot or parcel shall be used except for residential purposes.

ARTICLE II

Dwelling Size

No dwelling shall be permitted on any lot unless it is at least 400 square feet.

ARTICLE III

Building Location

No building shall be located on any lot or parcel nearer to lot line or nearer to the side street than the minimum setback determined by the Leon County Building Code.

ARTICLE IV

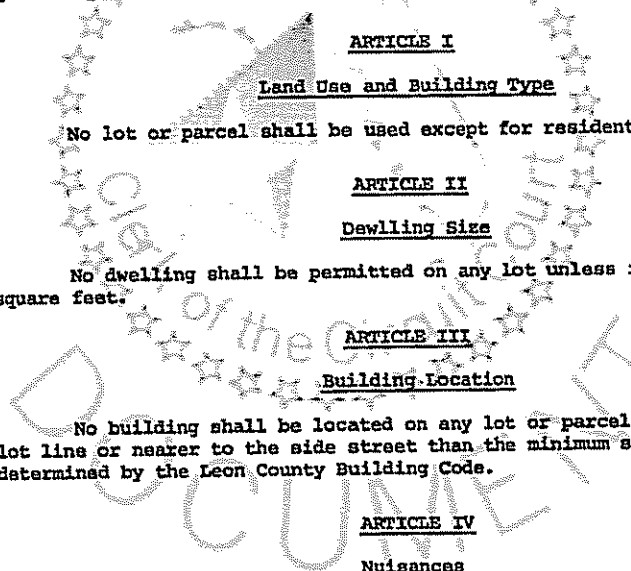
Nuisances

No noxious or offensive activity shall be carried on upon any parcel nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

ARTICLE V

Signs

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than ten square feet to advertise the property for sale or lease.



RECORDED IN THE PUBLIC RECORDS OF LEON CO. FLA.  
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F. HANISFIELD  
CLERK OF CIRCUIT COURT

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ARTICLE VI

Livestock and Poultry

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot or parcel, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

ARTICLE VII

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 30 years from the date these covenants are recorded, after which time said covenants shall be automatically terminated.

ARTICLE VIII

Enforcement

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

ARTICLE IX

Severability

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

ARTICLE X

Party Walls

Section 1. General Rules of Law to Apply. Each wall which 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 larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

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Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent 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.

IN WITNESS WHEREOF, the said owners have hereunto set their hands and seals the 3<sup>rd</sup> day of October, 1982.

Signed, sealed and delivered in our presence as witnesses:

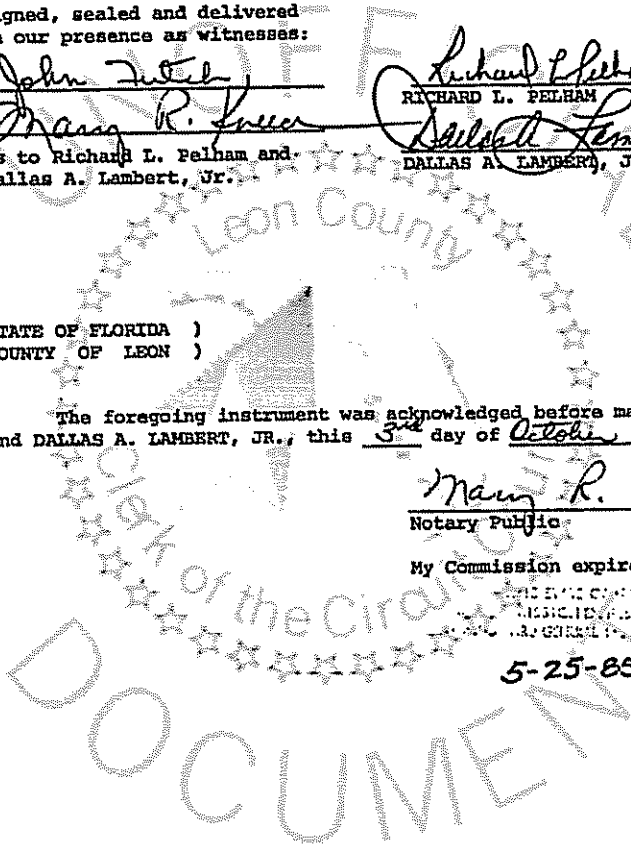
John Fitch, Richard L. Pelham (SEAL)
Mary R. Kree, Dallas A. Lambert, Jr. (SEAL)
As to Richard L. Pelham and Dallas A. Lambert, Jr.

STATE OF FLORIDA )
COUNTY OF LEON )

The foregoing instrument was acknowledged before me by RICHARD L. PELHAM and DALLAS A. LAMBERT, JR., this 3<sup>rd</sup> day of October, 1982.

Mary R. Kree
Notary Public
My Commission expires: 5-25-85
Seal of Leon County, Florida

Prepared by:
Richard L. Pelham
Post Office Box 3286
Tallahassee, Florida 32303



OR1059P1975

PARCEL A:

Commence at the Southeast corner of Section 22, Township 1 North, Range 1 West, Leon County, Florida and run thence Northerly along the Section line 33.44 feet to the Northerly right of way boundary of Tharpe Street; thence South 89 degrees 53 minutes 00 seconds West along said Northerly right of way boundary 1637.65 feet to the Westerly right of way boundary of Lilac Lane to the Point of Beginning. From said Point of Beginning, continue South 89 degrees 53 minutes 00 seconds West along the Northerly right of way boundary of Tharpe Street 644.35 feet to the Easterly right of way boundary of Fairlane Road, thence along said Easterly right of way boundary as follows: North 00 degrees 06 minutes 00 seconds West 93.71 feet to a point of curve to the left, thence along said curve with a radius of 413.07 feet through a central angle of 12 degrees 39 minutes 02 seconds for an arc distance of 91.20 feet to a point, thence North 34 degrees 15 minutes 21 seconds East 285.74 feet to a point, thence North 29 degrees 53 minutes 00 seconds East 360 feet to a point on the Westerly right of way boundary of Lilac Lane, thence along said Westerly right of way boundary as follows: South 00 degrees 06 minutes 00 seconds East 108.26 feet thence continue along said right of way boundary South 05 degrees 37 minutes 00 seconds East 104.41 feet to the Point of Beginning; containing 3.01 acres, more or less.

Clerk of the Circuit Court  
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