

RESTRICTIVE COVENANTS FOR FOREST PARK

KNOW ALL MEN BY THESE PRESENTS: That FOREST PARK DEVELOPMENT CORPORATION, owner in fee simple of all the lots in FOREST PARK, a subdivision as per map or plat thereof recorded in Plat Book 8, Page 26, of Public Records of Leon County, Florida, desiring to restrict the use and occupancy of all 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 USAGE AND BUILDING TYPE. Said lots shall be used for residential purposes only, and no buildings at any time situated on any of said lots shall be used for business, commercial, amusement, charitable, and professional or manufacturing purposes, except that nothing herein contained will be construed as prohibiting said owners from constructing water and sewage lines and pumping plants, utility services and drainage structures on any of said lots not conveyed by said owners to a subsequent purchaser. No residence, garage or other building constructed on any of said lots shall be used for the purpose of renting rooms therein or as a boarding house, hotel, tourist court or motor court.

2. DWELLING SIZE. No residence shall be erected or allowed to occupy any portion of any lot of said subdivision unless the ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 729 square feet, for a two bedroom home or not less than 816 square feet for three bedrooms or more.

3. 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 10 feet to an interior lot line. The lot coverage of all buildings on a lot cannot exceed 25% (twenty-five 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 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.

4. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area less than 14,520 square feet with a minimum average width of 75 feet.

5. 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.

6. FENCES. No fence shall be erected on any lot nearer to the front 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.

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

8. BUILDING CONTROL. No building will be erected that does not meet the requirements of the "Southern Standard Building Code-Coastal Regions" and no building or addition will be erected without a building permit and construction inspection by the Leon County Building Department.

9. ADDITIONS AND OUTBUILDINGS. 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 a building permit issued by the Leon County Building Department, and such walls, fences, and other outbuildings or additions to the dwelling shall be erected according to the approved plans and specifications.

10. TREES. No tree of any size will be removed, without the expressed written permission of the Leon County Environmental Department.

11. EASEMENTS. Pedestrian, utility, and drainage easements for passage on the recorded plat will not be blocked in any way; no shrubbery, fences or buildings will encroach thereon. The owners of the lots subject to such easements shall acquire no right, title or interest in any utility or drainage facility constructed thereon. Front 25 feet setback and drainage easements shall remain free of any construction of any kind.

12. DRAINAGE CONTROL. A permanent on-lot storm drain retention basin will be graded on each lot with a capacity of 350 cubic feet for the following lots: Lots 10 thru 26, and Lot 1, Block "C"; Lots 1 thru 36, Block "D"; All lots in Blocks "E" and "F". Lot grading shall not be altered at any time except by and at the direction of the Leon County Engineer. Each lot in the plat will carry a 5 foot drainage easement along all interior lot lines where a drainage easement is not shown on the plat.

13. NUISANCES. No noxious or offensive activity, either by sight, noise or odor, shall be carried on upon any lot, nor shall anything be done thereon which may be or become nuisance to the neighborhood.

14. ANIMALS. No animals, livestock or poultry of any

kind shall be raised, bred or kept on any lot, except that not more than a total of three dogs, cats and other household pets may be kept fenced or on leash. No animal of any kind may be kept, bred or maintained for any commercial purpose. No kennel or similar structure may be maintained for the keep of hunting dogs or similar activity.

15. WATER SUPPLY. No individual water supply system shall be permitted on any lot. All houses constructed on any lot will be required to be served by the private utility serving the subdivision.

16. SEWAGE DISPOSAL. Each dwelling unit will be served by an individual sewage disposal system designed, located and constructed in accordance with the requirements, standards, and recommendations of the Leon County Division of Health.

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 have been recorded, agreeing to change said covenants in whole or in part.

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 of 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 materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure. However, the forgoing shall not be construed to prohibit temporary deposits of trash, rubbish and other debris for pickup by garbage and trash removal service units.

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 judgements or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

21. VIOLATIONS. 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.

Should legal action be necessary to enforce these restrictions or restrain their violation, the successful party shall be entitled to costs and a reasonable attorney's fee.

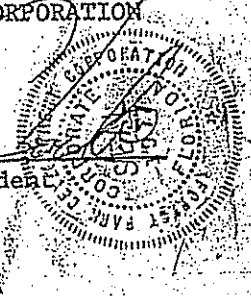
IN WITNESS WHEREOF, the said FOREST PARK DEVELOPMENT CORPORATION, has caused these Restrictive Covenants to be executed on this 27th day of December, 1978 by its President and its Secretary and they have affixed its corporate seal hereunto.

WITNESS:

FOREST PARK DEVELOPMENT CORPORATION

Karen L. Ferris
Theresa J. O'Donnell

By: *Ward Alan Cheek*
Ward Alan Cheek, President



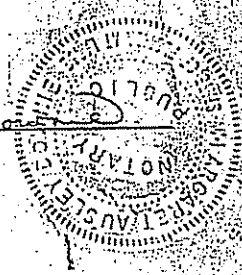
STATE OF FLORIDA

COUNTY OF LEON

BEFORE ME, the undersigned authority, this day personally appeared WARD ALAN CHEEK, President of Forest Park Development Corporation, to me known to be the person described in and who executed the foregoing instrument and who acknowledged before me the execution of same.

WITNESS my hand and official seal in said county and state last aforesaid, this the 27th day of December, 1978.

Theresa J. O'Donnell
Notary Public



My Commission Expires: 12/5/82
Notary Public, State of Florida at Large
My Commission Expires Dec. 5, 1982
Licensed by Attorney General & Circuit Court

OFFICE OF THE CLERK OF THE CIRCUIT COURT
LEON COUNTY, FLORIDA
DOCUMENT

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RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
IN THE BOOK & PAGE IND.
DEC 27 2 53 PM 1978
AT THE TIME & DATE NOTED
PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT