

RESTRICTIVE COVENANTS

STATE OF FLORIDA)
 :
COUNTY OF LEON)

OR 1152 PG 1914

THIS DECLARATION OF RESTRICTIVE COVENANTS, Made and published this 19th day of March, 1985, by FOXCROFT II JOINT VENTURE, a Florida partnership, with its principal place of business in Tallahassee, Leon County, Florida (hereinafter referred to as OWNER)

W I T N E S S E T H :

THAT, WHEREAS, the OWNER is the owner of the subdivision known as FOXCROFT UNIT II being a subdivision of land situate, lying and being in Leon County, Florida, and described as:

All of FOXCROFT UNIT II a subdivision per description contained in Exhibit A attached hereto and by this reference made a part hereof

WHEREAS, it is to the best interest, benefit and advantage of the OWNER and to each and every person who shall hereafter purchase any lot in said subdivision 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 OWNER and each and every subsequent owner of any of the lots in said subdivision, said OWNER does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said lots and to all persons owning said lots, or any of them, 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 OWNER; the OWNER having heretofore transferred title to Lot 5, Block "O" and Lot 53, Block "H" to Big Builders, Inc., a Florida corporation, and Lot 6, Block "O"

ROY T. RHODES

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RECORDED IN THE PUBLIC RECORDS OF LEON COUNTY
MAR 13 12 59 PM 1985
F. A. F. H. H. H. H. H. H. H. H. H.
CLERK OF LEON COUNTY

to J. M. C. Builders, Inc. of Tallahassee, a Florida corporation, and said grantees hereby join in the execution of these Restrictive Covenants for the purpose of subjecting the lots conveyed to them to these Restrictive Covenants. OR 1152 PG 1915

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 (2-1/2) stories in height with a maximum height of thirty-five (35) feet and a private garage for not more than three (3) cars.

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 finished grade elevation.

3. DWELLING QUALITY AND SIZE. No dwelling shall be permitted on any lot unless the heated ground floor area of the main structure shall contain at least one thousand, four hundred (1,400) square feet for a one-story dwelling, exclusive of carport, garage, open porches, etc., and heated ground floor area of at least eight hundred (800) square feet for a two-story dwelling, exclusive of carport, garage or open porches.

4. BUILDING LOCATION. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than forty (40) feet to the front line, or nearer than twenty (20) feet to any side street line. No building shall be located nearer than ten (10) feet to an interior lot line. No dwelling shall be located on any lot nearer than thirty (30) feet to the rear lot line, and no driveway shall be nearer than two (2) feet to an interior property line.

5. LOT AREA AND WIDTH. No dwelling shall be placed on any lot, unless the lot contains at least twelve thousand (12,000) square feet.

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6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

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, basement, tent, shack, garage, barn or other out-building 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 sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder or realtor to advertise the property during the construction and sales period.

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 they are not kept, bred or maintained for any commercial purpose. Also, if an owner has at least two (2) lots in one ownership, then one (1) horse may be kept on the property and a barn may be built for said horse, and the design and location of the barn shall be approved by the Architectural Control Committee prior to its construction. No animal pens of any kind except a

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dog pen for not more than two (2) dogs located in the center of the rear of the lot and not to exceed twenty (20) feet by twenty (20) feet shall be erected, placed or altered on any lot.

12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept 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. ARCHITECTURAL CONTROL COMMITTEE.

(a) Membership. The Architectural Control Committee is composed of Millard J. Noblin and Roy T. Rhodes, III. The committee may designate a representative to act for it. In the event of the death or resignation of either member of the committee, the remaining member 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. After fifteen (15) years from date, 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.

(b) 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 thirty (30) days after the 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. The committee shall have the power to waive side, front and rear setback requirements, if same are less than a twenty percent (20%) variance.

14. FENCES. No fences shall be constructed any closer to the front lot line than a line drawn parallel to and along the rear wall of the dwelling extended to the side lot lines. All

fences shall be ornamented fences, except chain link fences may be installed if covered with vines or screened with planted shrubs. Fences shall not exceed six (6) feet in height.

15. Type of Construction. At least one-half (1/2) of the exterior area of all dwellings shall be brick or stone masonry unless specifically waived in writing by the Architectural Control Committee.

16. T. V. ANTENNAS. No more than one (1) television antenna may be installed without prior Architectural Control Committee approval.

17. MOBILE HOMES. No mobile home of any type will be allowed as a permanent structure.

18. ACCESSORY STRUCTURE. The only detached structure that may be constructed shall be a detached garage for no more than three (3) cars. Also, metal storage buildings and a one-horse barn may be constructed with Architectural Control Committee's approval, which may include a tool room or workshop. Any accessory building not constructed at the same time as the main structure shall have prior Architectural Control Committee approval.

19. WINDOW AIR-CONDITIONER UNITS. No window air-conditioning units shall be installed in the front or any side of a building, and all exterior heating and/or air-conditioning compressors or other machinery shall be located to the rear of the residence and not be visible from the street, in such a manner as to be acceptable to the Architectural Control Committee.

20. BUSINESS USE PROHIBITED. No business or occupation of any type shall be conducted on any lot.

21. RESUBDIVIDING. No lot may be resubdivided and no dwelling shall be built on less than one (1) full lot as shown on the recorded plat of Foxcroft Unit II.

22. 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 twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be

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automatically extended for successive periods of ten (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.

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23. 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. In any action brought to enforce these covenants the prevailing party shall be entitled to recover attorney's fees and costs.

24. 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, FOXCROFT II JOINT VENTURE has executed these Restrictive Covenants the day and year first above written.

Signed, sealed and delivered in the presence of: FOXCROFT II JOINT VENTURE

Ray E. Anderson
B. J. Anderson

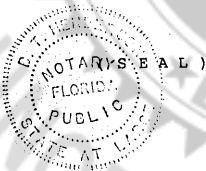
By *Millard J. Noblin*
MILLARD J. NOBLIN, Partner

STATE OF FLORIDA)
) ss.
COUNTY OF LEON)

The foregoing Restrictive Covenants were acknowledged before me this 14th day of March by MILLARD J. NOBLIN, as a partner of FOXCROFT II JOINT VENTURE, on behalf of the partnership.

B. J. Anderson
NOTARY PUBLIC

My commission expires: 1/7/89



JOINDER BY BIG BUILDERS, INC.
AND J. M. C. PROPERTIES, INC.

OR 1152 PG 1920

BIG BUILDERS, INC., a Florida corporation, hereby consents to and joins in the imposition of the Restrictive Covenants as to Lot 5, Block "O" and Lot 53, Block "H", Foxcroft Unit II.

IN WITNESS WHEREOF, BIG BUILDERS, INC., a Florida corporation, has executed these Restrictive Covenants as of the day and year appearing in the acknowledgment hereafter.

Signed, sealed and delivered in the presence of:

BIG BUILDERS, INC.

Roy T. Chute
Annie J. Fraser

By: Hugh Stephens - President

STATE OF FLORIDA)
) : ss.
COUNTY OF LEON)

The foregoing Restrictive Covenants were acknowledged before me by Hugh Stephens, as President of BIG BUILDERS, INC., a Florida corporation, this 19th day of March, 1985.

Roy T. Chute
NOTARY PUBLIC

(S E A L)

My commission expires:

12/27/86

J. M. C. BUILDERS, INC. OF TALLAHASSEE, a Florida corporation, hereby consents to and joins in the imposition of the Restrictive Covenants as to Lot 6, Block "O" Foxcroft Unit II.

IN WITNESS WHEREOF, J. M. C. BUILDERS, INC. OF TALLAHASSEE, a Florida corporation, has executed these Restrictive Covenants

ants as of the day and year appearing in the acknowledgment here-
after.

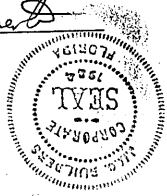
OR. 1152PG1921

Signed, sealed and delivered
in the presence of:

J. M. C. BUILDERS, INC. OF
TALLAHASSEE

Roy T. Rader III
Michelle M. Weathersky

By: James M. Clements



STATE OF FLORIDA)
 : ss.
COUNTY OF LEON)

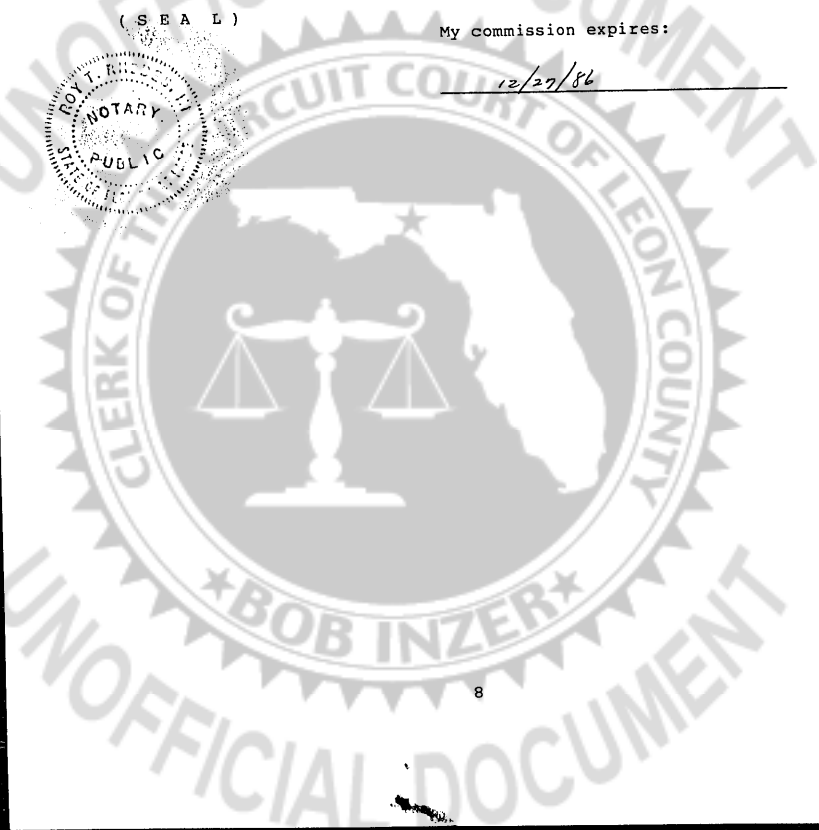
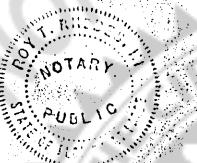
The foregoing Restrictive Covenants were acknowledged
before me by James M. Clements, as
President of J. M. C. BUILDERS, INC. OF TALLAHASSEE, a
Florida corporation, this 19th day of March, 1985.

Roy T. Rader III
NOTARY PUBLIC

(S E A L)

My commission expires:

12/27/86



CONSTRUCTION OF PERMANENT STRUCTURES INCLUDING FENCES, BUT EXCLUDING DRIVEWAYS BY PROPERTY OWNERS IS PROHIBITED WITHIN UTILITY AND DRAINAGE EASEMENTS.

Exhibit "A"

OR 1152PG1922

FULL

A SUBDIVISION LYING
LEON COUNTY, FLORIDA

DEDICATION STATE OF FLORIDA COUNTY OF LEON

KNOW ALL MEN BY THESE PRESENTS THAT THOMAS R. BROWN, AS TRUSTEE OF BROWN AND TERRELL, P.A., PROFIT SHARING TRUST, COMMUNITY REALTY GROUP, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA, AND MILLARD J. NOBLIN, INDIVIDUALLY DOING BUSINESS AS FOXCROFT II JOINT VENTURE, A FLORIDA GENERAL PARTNERSHIP, OWNER OF THE LAND SHOWN HEREON, PLATTED AS FOXCROFT II, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF LOT 6, BLOCK "AG" OF KILLEARN ESTATES UNIT NO. 14 AS RECORDED IN PLAT BOOK 7, PAGE 2 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, SAID CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, THENCE RUN NORTH 89 DEGREES 00 MINUTES 54 SECONDS WEST ALONG THE BOUNDARY OF SAID BLOCK "AG" OF KILLEARN ESTATES UNIT NO. 10 AS RECORDED IN PLAT BOOK 6, PAGE 4 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, A DISTANCE OF 394.21 FEET TO A CONCRETE MONUMENT, THENCE NORTH 89 DEGREES 36 MINUTES 40 SECONDS WEST ALONG A PROJECTION OF THE SOUTH BOUNDARY OF FOXCROFT AS RECORDED IN PLAT BOOK 7, PAGE 31 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA A DISTANCE OF 538.53 FEET, THENCE ALONG THE BOUNDARY OF SAID FOXCROFT AS FOLLOWS: NORTH 10 DEGREES 45 MINUTES 00 SECONDS EAST 208.71 FEET, THENCE NORTH 40 DEGREES 01 MINUTE 45 SECONDS WEST 185.52 FEET, THENCE NORTH 24 DEGREES 56 MINUTES 08 SECONDS WEST 97.98 FEET, THENCE NORTH 05 DEGREES 40 MINUTES 50 SECONDS EAST 13.91 FEET, THENCE NORTH 20 DEGREES 01 MINUTE 58 SECONDS WEST 203.31 FEET, THENCE LEAVING SAID BOUNDARY OF FOXCROFT RUN NORTH 51 DEGREES 09 MINUTES 10 SECONDS EAST 100.09 FEET, THENCE NORTH 48 DEGREES 43 MINUTES 08 SECONDS EAST 145.02 FEET, THENCE NORTH 12 DEGREES 45 MINUTES 33 SECONDS EAST 255.45 FEET, THENCE NORTH 41 DEGREES 18 MINUTES 52 SECONDS WEST 50.00 FEET TO A CONCRETE MONUMENT ON THE SOUTHEASTERLY RIGHT-OF-WAY BOUNDARY OF FOXCROFT DRIVE THENCE NORTH 48 DEGREES 43 MINUTES 08 SECONDS EAST ALONG SAID RIGHT-OF-WAY BOUNDARY A DISTANCE OF 103.43 FEET TO A CONCRETE MONUMENT, THENCE LEAVING SAID RIGHT-OF-WAY BOUNDARY, RUN SOUTH 41 DEGREES 14 MINUTES 59 SECONDS EAST 110.70 FEET TO A CONCRETE MONUMENT, THENCE NORTH 52 DEGREES 09 MINUTES 57 SECONDS EAST 212.10 FEET TO A CONCRETE MONUMENT, THENCE NORTH 67 DEGREES 42 MINUTES 58 SECONDS EAST 132.51 FEET TO A CONCRETE MONUMENT, THENCE NORTH 51 DEGREES 13 MINUTES 17 SECONDS EAST 7.74 FEET TO A CONCRETE MONUMENT, THENCE NORTH 41 DEGREES 14 MINUTES 23 SECONDS WEST 168.92 FEET TO A CONCRETE MONUMENT ON THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF SAID FOXCROFT DRIVE, THENCE NORTH 48 DEGREES 43 MINUTES 08 SECONDS EAST ALONG SAID RIGHT-OF-WAY BOUNDARY A DISTANCE OF 28.46 FEET TO A CONCRETE MONUMENT, THENCE NORTH 41 DEGREES 14 MINUTES 14 SECONDS WEST ALONG THE BOUNDARY OF SAID FOXCROFT A DISTANCE OF 45.50 TO A CONCRETE MONUMENT, THENCE NORTH 19 DEGREES 38 MINUTES 18 SECONDS WEST ALONG SAID BOUNDARY A DISTANCE OF 170.09 FEET, THENCE NORTH 70 DEGREES 30 MINUTES 44 SECONDS EAST 259.67 FEET, THENCE SOUTH 84 DEGREES 17 MINUTES 32 SECONDS EAST 167.78 FEET, THENCE NORTH 89 DEGREES 23 MINUTES 42 SECONDS EAST 309.98 FEET, THENCE NORTH 00 DEGREES 37 MINUTES 08 SECONDS EAST 241.19 FEET, THENCE NORTH 89 DEGREES 23 MINUTES 46 SECONDS EAST 199.95 FEET TO THE WEST BOUNDARY OF SAID KILLEARN ESTATES UNIT NO. 14, THENCE SOUTH 00 DEGREES 36 MINUTES 30 SECONDS WEST ALONG THE WEST BOUNDARY OF SAID KILLEARN ESTATES UNIT NO. 14 AND ALONG THE EAST BOUNDARY OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 34 A DISTANCE OF 670.41 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 89 DEGREES 37 MINUTES 37 SECONDS WEST 51.27 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 70 DEGREES 23 MINUTES 25 SECONDS WEST 135.10 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 25 DEGREES 34 MINUTES 59 SECONDS EAST 142.83 FEET TO A CONCRETE MONUMENT LYING ON A CURVE CONCAVE TO THE SOUTHEASTERLY, THENCE NORTHEASTERLY ALONG SAID CURVE WITH A RADIUS OF 245.32 FEET, THROUGH A CENTRAL ANGLE OF 21 DEGREES 34 MINUTES 23 SECONDS, FOR AN ARC DISTANCE OF 92.37 FEET (THE CHORD OF SAID ARC BEING NORTH 64 DEGREES 50 MINUTES 13 SECONDS EAST 91.82 FEET) TO A CONCRETE MONUMENT, THENCE NORTH 75 DEGREES 40 MINUTES 19 SECONDS EAST 10.38 FEET TO A CONCRETE MONUMENT LYING ON A CURVE CONCAVE TO THE NORTHWESTERLY, THENCE NORTHEASTERLY ALONG SAID CURVE WITH A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 71 DEGREES 40 MINUTES 35 SECONDS, FOR AN ARC DISTANCE OF 37.53 FEET (THE CHORD OF SAID ARC BEING NORTH 39 DEGREES 57 MINUTES 59 SECONDS EAST 35.13 FEET), THENCE SOUTH 00 DEGREES 36 MINUTES 29 SECONDS WEST ALONG THE WEST BOUNDARY OF SAID KILLEARN ESTATES UNIT NO. 14 AND ALONG THE EAST BOUNDARY OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 34 A DISTANCE OF 112.27 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 00 DEGREES 35 MINUTES 18 SECONDS WEST ALONG SAID WEST BOUNDARY OF KILLEARN ESTATES UNIT NO. 14 AND ALONG SAID EAST BOUNDARY OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 34 A DISTANCE OF 1434.84 FEET TO THE POINT OF BEGINNING; CONTAINING 41.83 ACRES, MORE OR LESS.

HAS CAUSED SAID LANDS TO BE DIVIDED AND SUBDIVIDED AS SHOWN HEREON AND DOES HEREBY DEDICATE TO THE PERPETUAL USE OF THE PUBLIC ALL ROADS, STREETS, ALLEYS AND OTHER RIGHTS-OF-WAY AND ALL PARKS AND RECREATION AREAS AND ALL EASEMENTS FOR UTILITIES, DRAINAGE, AND OTHER PURPOSES AND ALL PURPOSES INCIDENT THERETO AS SHOWN AND DEPICTED HEREON, RESERVING HOWEVER THE REVERSION OR REVERSIONS THEREOF SHOULD THE SAME BE RENOUNCED, DISCLAIMED ABANDONED OR THE USE THEREOF DISCONTINUED, AS PRESCRIBED BY LAW BY APPROPRIATE ACTION BY THE PROPER OFFICIALS HAVING CHARGE OR JURISDICTION THEREOF.

Debbie Walker *Anna C. Williams* *Thomas R. Brown*

ACKNOWLEDGEMENT
STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME
OF BROWN AND TERRELL, P.A., PROFIT SHARING TRUST, COMMUNITY REALTY GROUP, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA, AND MILLARD J. NOBLIN, INDIVIDUALLY DOING BUSINESS AS FOXCROFT II JOINT VENTURE, A FLORIDA GENERAL PARTNERSHIP, OWNER OF THE LAND SHOWN HEREON, PLATTED AS FOXCROFT II, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DAY OF 11 MONTH OF NOVEMBER 1992
NOTARY Anna C. Williams
BEFORE ME
COMMUNITY REALTY GROUP, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA, AND MILLARD J. NOBLIN, INDIVIDUALLY DOING BUSINESS AS FOXCROFT II JOINT VENTURE, A FLORIDA GENERAL PARTNERSHIP, OWNER OF THE LAND SHOWN HEREON, PLATTED AS FOXCROFT II, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DAY OF 11 MONTH OF NOVEMBER 1992
NOTARY Anna C. Williams

BEFORE ME
ACKNOWLEDGEMENT
VOLUNTARILY
WITNESSED
DAY OF 11 MONTH OF NOVEMBER 1992
NOTARY Anna C. Williams

STATE OF FLORIDA
COUNTY OF LEON
THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE COUNTY OF LEON, FLORIDA, ON JANUARY 11, 1992.

APPROVED AND AUTHORIZED
ON THE PART OF THE
CITY MANAGER
CITY ENGINEER

THIS PLAT IS
PUBLIC RECORD

CERTIFIED
I HEREBY
MY RESPONSIBLE
REPRESENTATION OF
CONTROL POINTS AND
SET AND THAT THE
CHAPTER 177 OF THE
OF THE FLORIDA AD

JOINDER