

**Declaration Of Restrictive Covenants
GOLDFIELD SUBDIVISION**

This Declaration of Restrictive Covenants is made and entered into this 3rd day of July, 1996, by Dransfield Investment Properties, Inc. d/b/a/ Goldfield Properties, whose mailing address is 2650 Shiloh Way, Tallahassee, Florida, 32308, (hereinafter referred to as the " Declarant'), for itself, its heirs, grantees and assigns.

WITNESSETH:

Whereas, Dransfield Investment Properties, Inc. is the owner of a Residential Subdivision known as "Goldfield Subdivision", being a subdivision of land lying and situated in Leon County, Florida. The Plat of Goldfield Subdivision is recorded in Plat Book 11, at page 86 of the Public Records of Leon County, Florida.

Whereas, it is in the interest, benefit and advantage of Dransfield Investment Properties, Inc., and to each and every person who shall hereafter purchase any lot in Goldfield Subdivision that certain protective covenants governing and regulating the use and occupancy of the subdivision 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 Dransfield Investment Properties, Inc., and each and every subsequent owner of any of the lots in Goldfield Subdivision, Dransfield Investment Properties, Inc., does hereby set-up, establish, promulgate, and declare the following restrictions to apply to all the lots and all of the persons owning said lots, or any of them, hereafter. These restrictions shall become effective immediately and shall be covenants that shall run with the land and be binding upon all persons deraining title to lots in Goldfield Subdivision through Dransfield Investment Properties, Inc. during the lifetime of these restrictions.

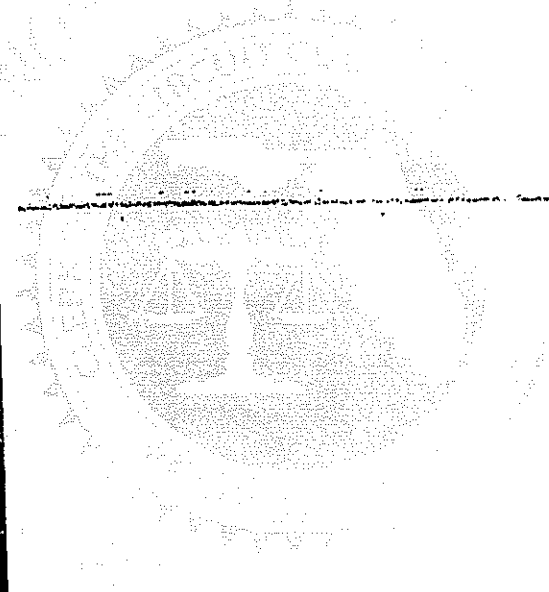
1. **Land Use and Building Type:** No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling. Dransfield Investment Properties, Inc. however, reserves the right to approve one utility shed on each lot.

2. **Fences:** No fence or wall shall be erected, placed or located on any lot: 1. in front of any residence; or 2. any closer to the street than the front exterior wall of the adjacent residence (s). All fences or walls will need to comply with all City of Tallahassee and Leon County set back and property line requirements.

3. **Utility Connections:** All connections for utilities to dwellings, or other approved structures on lots, including but not limited to water, sewage, electricity, gas, telephone and television, shall be underground from the proper connecting points to the structure and in such a manner as to be acceptable to the governing authority.

4. **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.

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5. **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 bred, kept or maintained for any commercial purposes.

6. **Garbage and Refuse Disposal:** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste. All garbage cans or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition, and shall be stored in a place not visible from the street when not placed for pick-up.

7. **Garage Enclosure:** If a lot owner decides to enclose the garage, after obtaining an appropriate permit from the appropriate governing authority, the garage door must remain as a permanent item on the garage as originally built.

8. **Terms:** 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 10 years from the date these covenants are recorded in the Public Records of Leon County.

9. **Enforcement:** Enforcement of these covenants by any lot owner shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violating or to recover damages.

10. **Party Walls:**

A. **General Rules of Law to Apply**

Each wall built as a part of the original construction of the attached homes within the subdivision 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.

B. **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.

C. **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 in proportion to such use. This right of contribution shall be without prejudice to any right to call for a larger contribution under any rule of law regarding liability for negligent or willful acts or omissions.

D. **Weatherproofing**

Notwithstanding any other provisions in this article, an owner who, by negligent or willful acts, causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

E. **Right of Contribution to Run with Land**

The right of any owner to contribution from any other owner under this article shall run with the land, and shall pass to such owner's successors in title.

F. Arbitration

In the event of any dispute arising concerning a party wall, such dispute shall be submitted to arbitration. Each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator. The decision of a majority of all of the arbitrators shall bind the parties.

G. The covenants of this paragraph 10 shall apply perpetually.

11. Amendment: These covenants may be amended at any time after Dransfield Investment Properties, Inc. no longer owns a lot in Goldfield Subdivision but only upon the affirmative vote of 2/3 of the lot owners. Only one vote is allowed for each lot.

12. Severability: Invalidation of any one of these covenants by judgement or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said, Dransfield Investment Properties, Inc. has caused these presents to be executed in its name the date and year first written above.

WITNESSES:

William T. Sale
(print name) WILLIAM T. SALE

Dransfield Investment Properties, Inc.

by: Dale Dransfield
Dale Dransfield, President

Mimi B. Douthit
(print name) Mimi B. Douthit

Prepared by:
Dale L. Dransfield
2650 Shiloh Way
Tallahassee, Florida 32308

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 3 day of July, 1996, by Dale Dransfield, who is personally known to me or who has produced A Florida Drivers License as identification and who did (did not) take an oath Dave Lang, Clerk/Circuit Court

William T. Sale
(Signature of Notary / Deputy Clerk)
WILLIAM T. SALE
(Type or print name)

