

Huntington Woods

DECLARATION OF RESTRICTIVE COVENANTS

REC-102176 673

THIS INDENTURE, dated the 12 day of March, 1982, by DUVAL FIRST CORPORATION, a corporation organized and existing under the laws of the State of Florida, with its principal office and place of business in Tallahassee, Leon County, Florida, hereinafter referred to as the "Grantor",

W I T N E S S E T H :

THAT WHEREAS, the Grantor is the owner in fee simple of real estate located in Leon County, Florida, and particularly described on Exhibit "A" attached hereto and made a part hereof, sometimes hereinafter referred to as "the property"; and

WHEREAS, the property has been divided into twenty-two (22) separate lots with each lot to have a single-family dwelling unit built thereupon, said lots sometimes hereinafter referred to as "the development", and with each of such units on each such lot having a common or party wall with each unit to which it is adjacent; and

WHEREAS, the close proximity to one another of the lots and the respective dwelling units situate thereupon causes a need for some method or manner for insuring, maintaining and preserving the integrity of the development and harmony of design and exterior decor among the houses and lots included within the property; and

WHEREAS, in connection with the use of the property and the construction, use and enjoyment of the residences located thereupon, the Grantor deems it convenient and desirable to create certain easements;

NOW, THEREFORE, in consideration of the foregoing, the Grantor does hereby impose upon the real estate described on Exhibit "A" attached hereto and made a part hereof, the following covenants and restrictions to run with the land, and assigns, the hereinafter described easements.

I

RESTRICTIVE COVENANTS

A. These covenants and restrictions shall run with the land and shall be binding on Grantor and all persons claiming by, through or under the Grantor, for a period of thirty (30) years from the date of recording, at which time said

RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
MAR 15 9 30 AM 1982
PAUL P. HANTSFIELD
CLERK OF CIRCUIT COURT

Approved by
Donal Foster Carl

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covenants shall be automatically extended for successive five (5) year periods unless 75% of the then owners of the lots shall agree by a written recorded instrument to terminate them or change them in whole or in part.

B. If any person claiming by, through or under Grantor, or its successors or assigns, or any other person, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Grantor or any person or persons owning real estate subject to these covenants to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, including action to enjoin or prevent him or them from so doing, or to cause the violating to be remedied and to recover damages or other dues for such violation. If the party or parties bringing any such action prevail, they shall be entitled to recover from the person or persons violating these restrictions the costs incurred by such prevailing party, including reasonable attorneys' fees.

C. Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other covenants and provisions contained herein, which shall remain in full force and effect.

D. All lots included within the real estate to which these restrictions pertain shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any of said lots, other than one single-family dwelling unit having a minimum of 700 square feet, not to exceed thirty-five (35) feet in height. These restrictions preclude and prohibit the construction of basements under any dwelling. These restrictions preclude and prohibit the removal of the garage door from the front of the dwelling. This provision does not prohibit enclosing the garage.

E. No exterior alterations, improvements, modifications or repairs (other than repairs restoring the exterior of any building located upon the property to its original appearance and color) shall be made to or upon any building by or on behalf of the owner thereof until and unless such owner shall first obtain the written approval of the Architectural Control Committee. The Architectural Control Committee shall be composed of the President, the Vice President and the Secretary of Duval First Corporation. A majority of such committee may designate a representative to act in its place and stead. The Grantor specifically reserves the right to designate a successor committee, and to establish the method by which said Committee shall thereafter be constituted. All requests for such approval shall be submitted in writing by the owner of the lot to the Architectural

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Control Committee, and shall include a detailed description of the work desired to be accomplished, together with plans and specifications relating thereto if such plans are called for by the Committee. Within thirty (30) days after the receipt of such request (including said description and including plans and specifications, if applicable) the Architectural Control Committee shall approve or disapprove such request in writing, and the decision of the Architectural Control Committee shall be final and binding upon the parties. In the event the Architectural Control Committee fails to approve or disapprove said request within said thirty (30) day period, then in such event said request shall be deemed to have been approved.

F. No building shall be located upon any residential building lot nearer to the front lot line than fifteen (15) feet, nor nearer to the back lot line than twenty-five (25) feet, nor nearer than fifteen (15) feet to any side street line, unless a lesser set-back is required by Tallahassee-Leon County Ordinance, in which case such greater or lesser set-back shall prevail.

G. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which constitutes a public nuisance.

H. Unless otherwise specifically allowed or permitted under these covenants, no trailer, basement, tent, shack, garage, barn, shed, toolhouse or other out-building shall at any time be placed temporarily or permanently upon the property, shall any property improvements be made to said property until and unless such owner shall first obtain the written approval of the Architectural Control Committee.

I. No lot located within the property shall be subdivided to secure more than one building plot.

J. No individual water supply system of any type shall be permitted on any lot, unless approved in writing by the Architectural Control Committee.

K. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum in building setback line unless similarly approved.

L. (1) The houses located upon the lots within the property are commonly referred to as "gardenhomes", with a characteristic thereof being the existence of common walls or party walls which are constructed along portions of side boundaries of lots within the property. To the extent not inconsistent with the provisions of these restrictions, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions and regarding maintenance and repair thereof shall be applicable.

(2) 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.

(3) 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 (intentionally or otherwise), they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice and subject to, however, the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability or negligent or willful acts or omissions.

(4) Notwithstanding any other provisions in these covenants, any owner, who by his negligent or willful act causes the party wall to be exposed to the elements, will bear the whole cost of necessary protection against such elements.

(5) The right of any owner to contribution from any other owner under these restrictions shall be appertenant to the land and shall pass to such owners' successors in title.

(6) In the event of any dispute arising concerning a party wall 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.

(7) Notwithstanding the possible expiration of these restrictive covenants, any provisions contained herein relating to party wall shall continue in full force and effect for so long and for such time as any party walls exist upon said property.

L. No parking facility is allowed on any single lot except a paved pad large enough for not more than two (2) automobiles.

M. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that each household may keep not more than two household pets, provided that they are not kept, bred or maintained for any commercial purpose.

N. In the event that a violation of any of these restrictions shall inadvertently occur, which said violation shall not be of such nature to defeat the intent and purpose of these covenants, the Architectural Control Committee shall have the right and authority to waive such violation.

O. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept only in closed containers, and all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

P. No sign of any kind by be displayed to the public view on any lot except one professional sign of not more than seven (7) square feet advertising the property for sale or rent, or signs used by the Grantor to advertise the property during the initial construction and sales period.

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Q. In the event an owner of any lot shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Architectural Control Committee, the owner shall be notified and given thirty (30) days in which to correct or abate the situation, and if the owner fails to do so, the Committee shall have the right (although it shall not be required to do so) to enter upon said lot for the purpose of repairing, maintaining and restoring the lot and the exterior of the buildings and other improvements located thereupon at the sole cost of the owner of said lot. The cost of such repair, maintenance and restoration shall thereupon constitute a lien upon said lot which lien shall become effective only upon the filing of a written claim of lien. The form, substance and enforcement of said lien shall be in accordance with the mechanics lien law of the State of Florida, and the owner of said lot shall by virtue of having acquired said lot subject to these restrictions be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to any First Mortgage Lien.

IN WITNESS WHEREOF, the said DUAL FIRST CORPORATION has caused these presents to be executed and signed in its name by its President and its corporate seal to be affixed on this the 12 day of March, 1982.

Signed, sealed and delivered
in the presence as witnesses:

Rose Marie Armstrong

Ralph J. Collins



DUVAL FIRST CORPORATION

By:

Ralph J. Collins, President

(SEAL)

COCKNEY

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JOINER AND CONSENT

RALCO, INC., as owner and COLLINS BUILDERS, INC., as owner of interest, of the property described in Exhibit "A" attached hereto and made a part hereof, does hereby join in and consent with Grantor to the foregoing Declaration of Restrictions on Land Use for the uses and purposes as therein stated.

IN WITNESS WHEREOF, Raico Inc., has caused this Joinder and Consent to be executed in its name and its corporate seal to be affixed hereto on this the 12th day of March, 1982.

RALCO, INC.


By: 
Ralph J. Collins, President
COLLINS BUILDERS, INC.

By: 
Ralph J. Collins, President

STATE OF FLORIDA
COUNTY OF LEON

The foregoing Declaration of Restrictions on Land Use was acknowledged before me on this the 12th day of March, 1982, by Ralph J. Collins as President of Duval First Corporation, a Florida corporation, on behalf of said corporation.


My Commission Expires:
Notary Public, State of Florida
My Commission Expires Jan. 26, 1985
Resided: New York (date: 12-26-84)


NOTARY PUBLIC, State of Florida
at Lehigh, FLORIDA

STATE OF FLORIDA
COUNTY OF LEON

The foregoing Declaration of Restrictions on Land Use and Joinder was acknowledged before me on this the 12th day of March, 1982, by Ralph J. Collins as President of RALCO, INC., a Florida corporation, on behalf of said corporation.


My Commission Expires:
Notary Public, State of Florida
My Commission Expires Jan. 26, 1985
Resided: New York (date: 12-26-84)

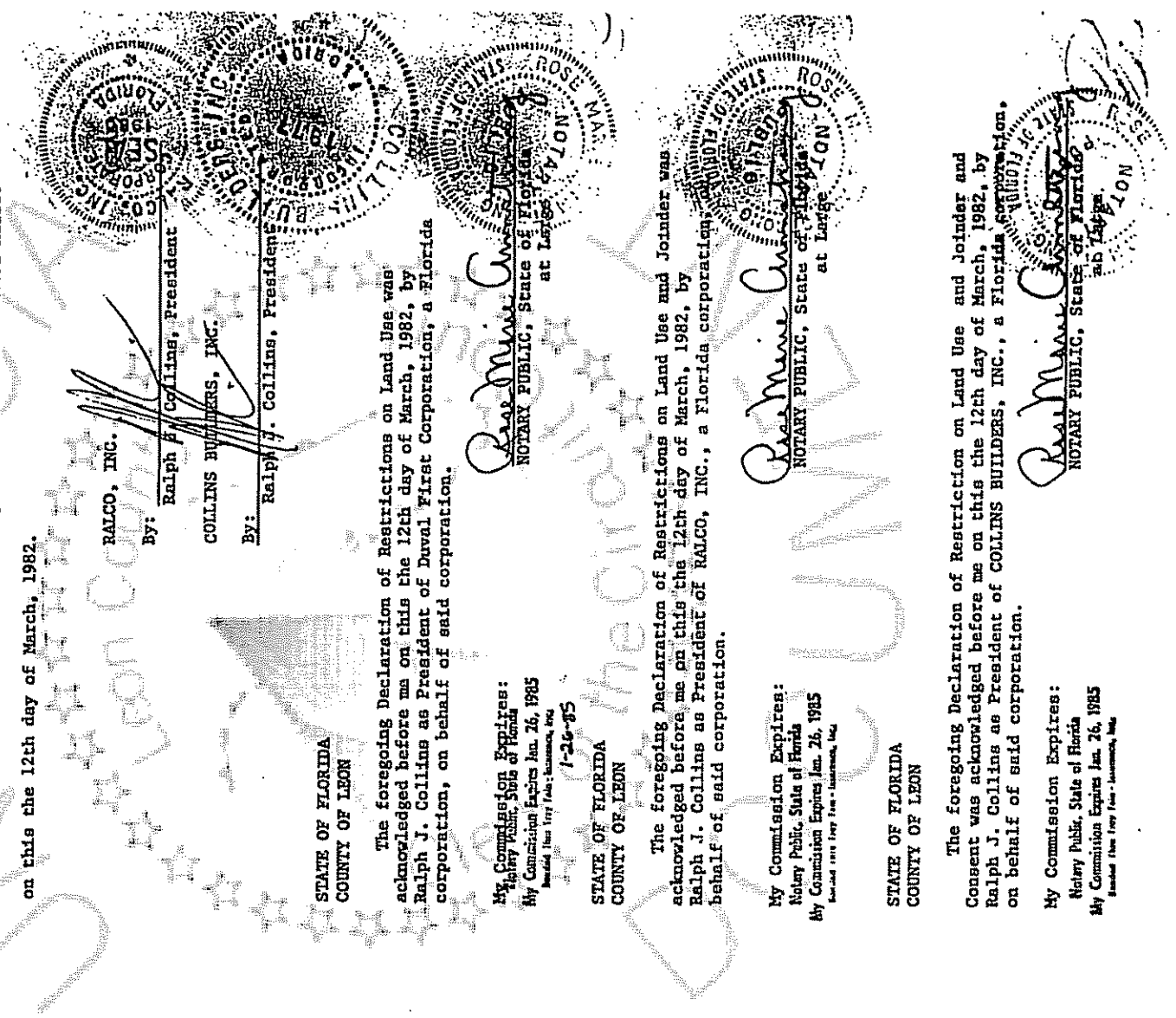

NOTARY PUBLIC, State of Florida
at Lehigh, FLORIDA

STATE OF FLORIDA
COUNTY OF LEON

The foregoing Declaration of Restriction on Land Use and Joinder and Consent was acknowledged before me on this the 12th day of March, 1982, by Ralph J. Collins as President of COLLINS BUILDERS, INC., a Florida corporation, on behalf of said corporation.

My Commission Expires:
Notary Public, State of Florida
My Commission Expires Jan. 26, 1985
Resided: New York (date: 12-26-84)


NOTARY PUBLIC, State of Florida
at Lehigh, FLORIDA



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BARRETT DAFFIN AND CARLAN INC ARCHITECTS ENGINEERS PLANNERS

HUNTINGTON WOODS UNIT III

JANUARY 8, 1982

EXHIBIT "A"

Begin at the Northwest Corner (also the most Northerly Corner) of Lot 1, Block "J" of Huntington Woods, Unit III, Phase I, a subdivision as per map or plat thereof recorded in Plat Book 8, Page 80, of the Public Records of Leon County, Florida, and run thence South 30 degrees 13 minutes 23 seconds West 12.02 feet;

Thence North 59 degrees 46 minutes 37 seconds West 60.00 feet;
Thence North 30 degrees 13 minutes 23 seconds East 27.16 feet;
Thence North 60 degrees 01 minutes 25 seconds West 138.00 feet;
Thence North 30 degrees 13 minutes 23 seconds East 218.06 feet;
Thence South 59 degrees 46 minutes 37 seconds East 130.00 feet;
Thence North 30 degrees 13 minutes 23 seconds East 24.86 feet to a point of curve to the left;

Thence along said curve with a radius of 3,418.30 feet, through a central angle of 00 degrees 35 minutes 20 seconds, for an arc distance of 35.14 feet (the chord of said arc being North 29 degrees 55 minutes 43 seconds East 35.13 feet);

Thence North 59 degrees 46 minutes 37 seconds West 130.00 feet;

Thence North 28 degrees 13 minutes 43 seconds East 154.40 feet;

Thence North 26 degrees 55 minutes 13 seconds East 425.60 feet;

Thence South 63 degrees 04 minutes 47 seconds East 130.00 feet;

Thence North 26 degrees 55 minutes 13 seconds East 42.67 feet;

Thence South 63 degrees 04 minutes 16 seconds East 60.00 feet to a point on a curve concave to the Easterly;

Thence Southerly along said curve with a radius of 30.00 feet, through a central angle of 91 degrees 16 minutes 36 seconds, for an arc distance of 47.79 feet (the chord of said arc being South 18 degrees 42 minutes 46 seconds East 42.90 feet);

Thence South 28 degrees 03 minutes 23 seconds West 60.05 feet to a point on a curve concave to the Southerly;

Thence Westerly along said curve with a radius of 30.00 feet, through a central angle of 88 degrees 59 minutes 50 seconds, for an arc distance of 46.60 feet (the chord of said arc being South 71 degrees 25 minutes 08 seconds West 42.05 feet);

Thence South 26 degrees 55 minutes 13 seconds West 348.23 feet to a point of curve to the right;

Thence along said curve with a radius of 3,478.30 feet, through a central angle of 03 degrees 18 minutes 10 seconds for an arc distance of 200.50 feet (the chord of said arc being South 28 degrees 34 minutes 18 seconds West 200.48 feet);

Thence South 30 degrees 13 minutes 23 seconds West 257.50 feet to the Point of Beginning.

Containing 3.73 acres, more or less



Leland L. Burton Jr.
Professional Land Surveyor
Florida Certificate No. 2400

