

418163

RESTRICTIVE COVENANTS

RECORDED IN PUBLIC RECORDS  
LEON COUNTY, FLORIDA

FEB 17 11 31 AM 1978

NOTARIAL PUBLIC  
LEON COUNTY, FLORIDA

STATE OF FLORIDA  
COUNTY OF LEON

THIS DECLARATION OF RESTRICTIVE COVENANTS, made and published this 17 day of Feb, A.D., 1978 by Lake Heritage Estates, Inc., a Florida corporation chartered under the laws of the State of Florida and having its principal office in Tallahassee, Leon County, Florida.

W I T N E S S E T H :

WHEREAS, said corporation is the owner of the subdivision known as Lake Heritage Estates, being a subdivision land situate, lying and being in Leon County, Florida, and described on Exhibit "A" and "B" attached hereto and made a part hereof; and

WHEREAS, it is to the interest, benefit, and advantage of Lake Heritage Estates, Inc. 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 Lake Heritage Estates, Inc. and each and every subsequent owner of any of the lots in said subdivision, said corporation does hereby set up, establish, promulgate and declare the following restrictions to apply to all of said lots and to all persons owning said lots, or any of them, hereafter; these restrictions shall become effective immediately and run with the land and shall be binding upon all persons deraining title through Lake Heritage Estates, 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 detached single-family dwelling not to exceed two and one-half stories in height. Such dwelling may have a carport or garage but for not more than two cars.

2. There shall be a Home Owners Association with elected officers of no less than a President, Secretary, and Treasurer. The developer as President of Lake Heritage Estates, Inc. shall act in lieu of the Home Owners Association until January 1979. The purpose and duties, among other things of the Association will be to maintain Lot #45 as the commons lot with community access to Lake Heritage. The developer will maintain Lot #45 at no expense to the other owners until December 31, 1978 and any improvements made to the property will be passed to the Association free of any mortgages or liens. The fees set by the Association shall not exceed \$5.00 annually for each lot owner the first year (1979) and the developer will be assessed on a per lot basis for any lots remaining in his ownership at the same rate as other owners. Each lot owner will have one vote for each lot owned including the developer.

3. ARCHITECTURAL CONTROL. No building including outside storage buildings shall be erected, placed, or altered on any lot until the construction plans and specifications and 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 respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line without being similarly approved. Approval shall be as provided in Item Number " below.

4. ARCHITECTURAL CONTROL COMMITTEE.

a. MEMBERSHIP. The Architectural Control Committee is composed of the President of Lake Heritage Estates, Inc., or its successor in interest until 50% of the lots in the 38.80 acre tract referred to as Phase I and the 17.68 acre tract referred to as Phase II as described in Exhibit "A" and "B" attached hereto are sold, then the Home owners may appoint one member at 50%, two at 75% and three at 100% of sales by developer. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members 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 service performed pursuant to this covenant. At any time,

the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee, 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 days after the plans and specifications have been submitted to it, or any event, if not 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.

5. BUILDING LOCATION. No building shall be located on any lot nearer than twenty-five feet to the front lot line. For the purposes of this covenant, eaves, steps, carports and open porches shall be considered as a part of a building.

6. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than sixty feet at the minimum building setback line.

7. WAIVER. The Architectural Control Committee shall have the power and authority to waive such violations of building line and lot restrictions as it in its sole discretion deems reasonable and proper.

8. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Lake Heritage plat as recorded in the public records of Leon County.

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

10. TEMPORARY STRUCTURES. No structure of temporary character, trailer, tent, basement, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently.

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 purposes. All

pets must be contained within a fenced enclosure and not allowed to run loose.

12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. SIGHT DISTANCE AT INTERSECTIONS. No fence or other obstruction shall be permitted so as to impair the sight view at any intersection. Any standards set by the Leon County Governing Body shall be the standards observed in this subdivision.

14. 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 thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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.

15. 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 violating or to recover damages.

16. SEVERABILITY. Invalidation of any one of these covenants by Judgement or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Lake Heritage Estates, Inc. has caused these presents to be executed at Tallahassee, Leon County, Florida, by its duly authorized officer and its corporate seal to be hereunto affixed on the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

Sandra J. Marley  
Jane K. Rawkins

LAKE HERITAGE ESTATES, INC.

By Herbert W. Talley  
Herbert W. Talley

STATE OF FLORIDA )  
COUNTY OF LEON )<sup>SS</sup>

THE FOREGOING INSTRUMENT was acknowledged before me this 17<sup>th</sup> day of February, A.D., 1978, by HERBERT W. TALLEY, President, Lake Heritage Estates, Inc.

12/1/81

Jane K. Rawkins  
Notary Public, State of Florida  
at Large.  
Notary Public, State of Florida at Large  
My Commission Expires Dec. 1, 1981

OFF  
REC

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LAND SURVEYING  
CIVIL ENGINEERING  
LAND PLANNING

LARRY E. DAVIS, P.L.S.  
VICE PRESIDENT

JERROLD R. HINTON, P.L.S.  
SECRETARY-TREASURER

## BROWARD DAVIS & ASSOC., INC.

BROWARD P. DAVIS, PRESIDENT

REGISTERED ENGINEERS & LAND SURVEYORS  
FLORIDA-GEORGIA-ALABAMA  
TALLAHASSEE FLORIDA 32302



2414 MAHAN DRIVE  
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PHONE 277-5172 OR 277-5000

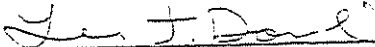
WALTER A. JOHNSON, P.E., P.L.S.  
VICE PRESIDENT IN CHARGE  
OF ENGINEERING

March 11, 1977

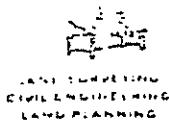
### CALOSHELL CORPORATION

Woodrun Property  
38.80 Acre Tract

Commence at a concrete monument marking the Southeast corner of the Northeast Quarter of the Northwest Quarter of Section 8, Township 1 South; Range 2 East, Leon County, Florida, and run North 00 degrees 19 minutes 09 seconds East 863.99 feet to a point on a curve concave to the Northerly on the Southerly right-of-way boundary of State Road No. 20 (U.S. No. 27), thence from a tangent bearing of South 85 degrees 57 minutes 17 seconds East run along said right-of-way curve with a radius of 11,509.20 feet, through a central angle of 02 degrees 22 minutes 40 seconds, for an arc distance of 477.63 feet, to the POINT OF BEGINNING. From said POINT OF BEGINNING run South 01 degree 40 minutes 03 seconds West 200.11 feet, thence South 23 degrees 16 minutes 37 seconds West 64.64 feet, thence South 00 degrees 19 minutes 09 seconds West along a line 447.20 feet Easterly of and parallel to the West boundary of the East Half of said Section 8, a distance of 869.66 feet, thence South 68 degrees 16 minutes 22 seconds East 147.66 feet, thence South 41 degrees 40 minutes 21 seconds East 121.83 feet, thence South 32 degrees 23 minutes 20 seconds West 427.28 feet, thence South 59 degrees 46 minutes 34 seconds East 90.12 feet, thence South 41 degrees 52 minutes 40 seconds East 194.74 feet, thence South 60 degrees 56 minutes 43 seconds East 236.80 feet, thence North 77 degrees 16 minutes 19 seconds East 499.27 feet, thence South 37 degrees 01 minute 57 seconds East 345.02 feet, thence North 00 degrees 38 minutes 06 seconds East 1161.11 feet, thence North 40 degrees 58 minutes 24 seconds West 665.54 feet, thence North 08 degrees 14 minutes 21 seconds West 445.0 feet to a point on a curve concave to the Northerly on the Southerly right-of-way boundary of State Road 20 (U.S. No. 27), thence from a tangent bearing of South 88 degrees 48 minutes 09 seconds West run along said right-of-way curve with a radius of 11,509.20 feet, through a central angle of 02 degrees 51 minutes 54 seconds for an arc distance of 575.50 feet to the POINT OF BEGINNING; containing 38.80 acres, more or less.

  
LEE F. DOWLING  
Registered Florida Land Surveyor, NO. 2661

BPD #69-200  
PSR #5362  
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LAND SURVEYING  
CIVIL ENGINEERING  
LAND PLANNING  
  
LANNETT DAVIS P.E.  
VICE PRESIDENT  
JEROME D. HINTON P.E.  
SECRETARY TREASURER

**BROWARD DAVIS & ASSOC., INC.**

PROFESSIONAL ENGINEERS  
REGISTERED PROFESSIONAL LAND SURVEYORS  
REGISTERED PROFESSIONAL ARCHITECTS  
REGISTERED PROFESSIONAL PLANNERS



2214 MAHAN DRIVE  
PLANT CITY, FLORIDA 33563  
PHONE 877-5172 OR 877-5900  
  
WALTER J. JOHNSON P.E. P.L.S.  
VICE PRESIDENT AND MANAGER  
OF ENGINEERING

March 11, 1977

CALUSHELL CORPORATION

Woodrun Property  
17.68 Acre Tract

Begin at a concrete monument marking the Southeast corner of the Northeast Quarter of the Northwest Quarter of Section 8, Township 1 South; Range 2 East, Leon County, Florida, and run North 00 degrees 19 minutes 09 seconds East 863.99 feet to a point on a curve concave to the Northerly on the Southerly right-of-way boundary of State Road No. 20 (U.S. No. 27), thence from a tangent bearing of South 85 degrees 57 minutes 17 seconds East run along said right-of-way curve with a radius of 11,509.20 feet, through a central angle of 02 degrees 22 minutes 40 seconds, for an arc distance of 477.63 feet, thence South 01 degree 40 minutes 03 seconds West 200.11 feet, thence South 23 degrees 16 minutes 37 seconds West 64.64 feet, thence South 00 degrees 19 minutes 09 seconds West along a line 447.20 feet Easterly of and parallel to the West boundary of the East Half of said Section 8, a distance of 869.66 feet, thence South 68 degrees 16 minutes 22 seconds East 147.66 feet, thence South 41 degrees 40 minutes 21 seconds East 121.83 feet, thence South 32 degrees 23 minutes 20 seconds West 427.28 feet, thence North 59 degrees 46 minutes 34 seconds West 162.18 feet, thence North 89 degrees 40 minutes 51 seconds West 298.74 feet to said West boundary of the East Half of Section 8, thence North 00 degrees 19 minutes 09 seconds East along said West boundary 711.87 feet to the POINT OF BEGINNING; containing 17.68 acres, more or less.

*Lee F. Dowling*  
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LEE F. DOWLING  
Registered Florida Land Surveyor, NO. 2661

BPD #69-200  
PSR #5362  
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