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DECLARATION OF RESTRICTIONS

RE: MALLARD HILLS SUBDIVISION, MERIDIAN ROAD, LEON
COUNTY, FLORIDA

KNOW ALL MEN BY THESE PRESENTS that the undersigned, MALLARD INVESTMENTS, INC., a Florida corporation, being the owner of "Mallard Hills Subdivision", located in Leon County, Florida, more particularly described on Schedule "A" attached hereto and made a part hereof, makes the following declaration of restrictions covering the property described on Schedule "A", specifying that this declaration shall constitute a covenant running with the land and that this declaration shall be binding upon the undersigned and upon all persons deraining title through the undersigned. These restrictions during their lifetime shall be for the benefit and limitation upon all present and future owners of the real property.

1. No lot shall be used except for residential purposes.

2. No building shall be erected, placed or altered on any lot until the construction plans and specifications and the plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and finished grade elevation.

3. The Architectural Control Committee is composed of Raney A. Oven, Jr., D. I. Rainey, Jr. and Paul Parker. A majority of the committee may designate a representative to act for it. In the event of 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 representatives shall be entitled to any compensation for services performed pursuant to this covenant. At anytime, 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 to restore to it any of its powers and duties.

4. 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 the plans and specifications within thirty (30) days after submission, or in any event, if no action to enjoin the construction has been commenced prior to completion of the construction of the improvements, approval will not be required and related covenants shall be deemed to have been complied with fully.

5. No dwelling shall be constructed on a plot having an area of less than 8,500 square feet and such plot shall be not less than 70 feet in width at the front building setback line. No dwelling shall be erected nearer than 15 feet to the front lot line. No dwelling shall be erected nearer than 7 1/2 feet to any interior lot line or any combination of setbacks on each side that equals at least 15 feet, provided that no such setbacks shall be less than 5 feet. No building shall be erected on a corner lot nearer than 15 feet to the side constituting the corner. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at anytime as a residence, either temporarily or permanently.

6. No noxious or offensive activities shall be carried on upon any lot nor shall anything be done on it that may be or may become an annoyance or nuisance to the other property owners.

7. 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.

8. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 3 square feet advertising the property for sale or rent, or signs used by builder to advertise the property during the construction and sales.

9. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.

11. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain that may damage or interfere with installation and maintenance of utilities, change the direction of flow of drainage channels in the easements or obstruct or retard the flow of water through the easements or obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in its shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible. The berms forming a part of the water retention areas shall be maintained continuously by the owner of the lot or lots on which such berms are located, so as to hold approximately 400 cubic feet of water.

12. No business other than arts, crafts or professions operated solely by family members occupying the residence shall be conducted.

13. No gas, oil, mineral, quarry or gravel operations shall be permitted on any lot.

14. No fence or hedge shall be erected or maintained on the property of the subdivision which unreasonably restricts or blocks the view from an adjoining lot or which shall materially impair the continuity of the general landscaping plan of the subdivision. No wall or fence of any kind whatsoever shall be constructed on any lot until after the height, type and design and location thereof shall have been approved in writing by the Architectural Control Committee.

15. 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 50 years from the date these covenants are recorded, after which time they shall be extended automatically 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 the covenants in whole or in part.

16. Enforcement shall be by action against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The party bringing the action shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the court may adjudge to be reasonable for the services of its attorney.

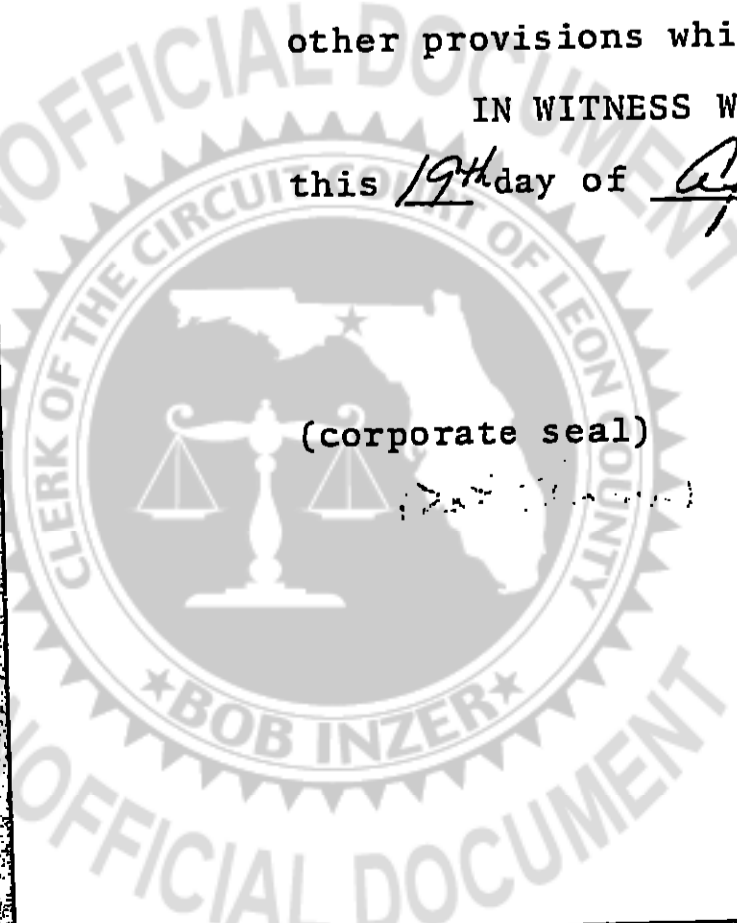
17. Invalidation of any one of these covenants by judgment or court order in no way shall affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, we have set our hands and seals,
 this 19th day of April, 1978.

MALLARD INVESTMENTS, INC.
 A Florida Corporation

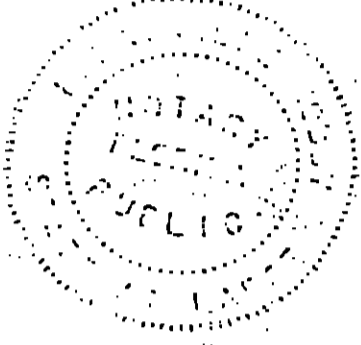
By: *[Signature]*
 Its President

By: *[Signature]*
 Its Secretary



STATE OF FLORIDA)
COUNTY OF LEON)

The execution of the foregoing Declaration of Restrictions was acknowledged before me, this 10th day of April, 1978, by D. I. Rainey, President of MALLARD INVESTMENTS, INC., a Florida corporation, on behalf of said corporation.



E. Latrelle Hobby
NOTARY PUBLIC

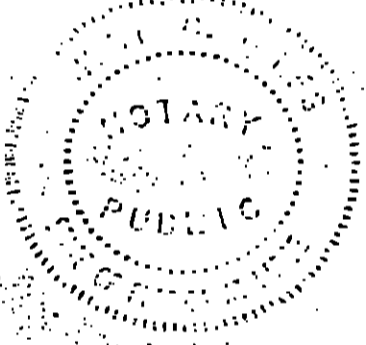
My commission expires:

Notary Public, State of Florida at Large
~~My Commission Expires Feb. 25, 1982~~
Bonded By American Fire & Casualty Company

2/25/82

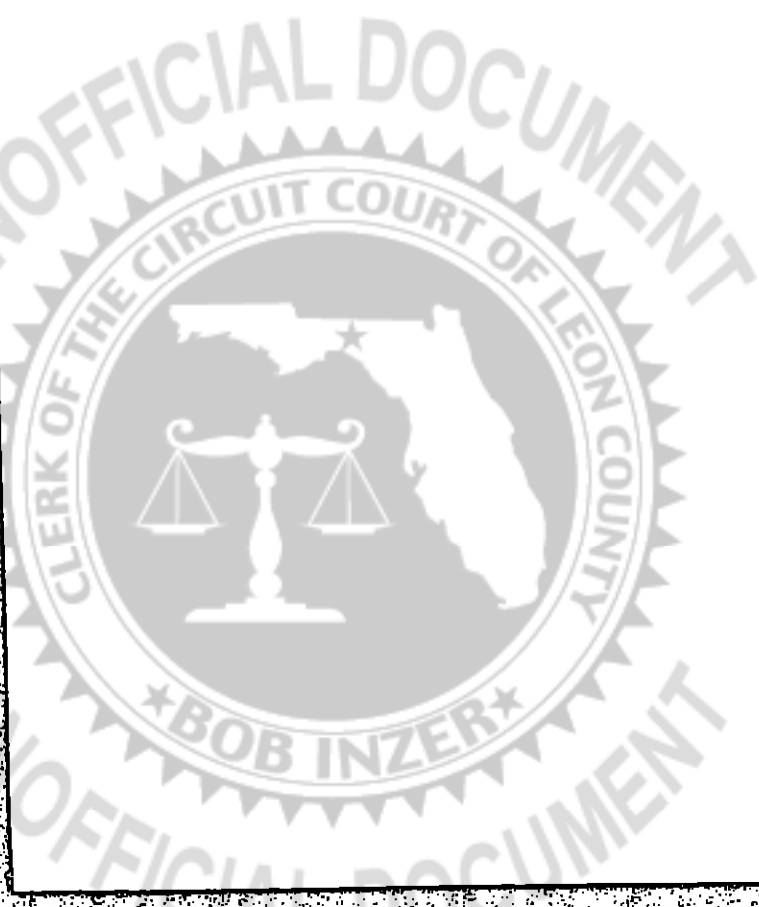
STATE OF FLORIDA)
COUNTY OF LEON)

The execution of the foregoing Declaration of Restrictions was acknowledged before me, this 18th day of April, 1978, by Charlotte M. Rainey, Secretary of MALLARD INVESTMENTS, INC., a Florida corporation, on behalf of said corporation.



James C. Giles
NOTARY PUBLIC

My commission expires: 5/3/80
Notary Public, State of Florida at Large
~~My Commission Expires May 3, 1980~~
Bonded By American Fire & Casualty Company

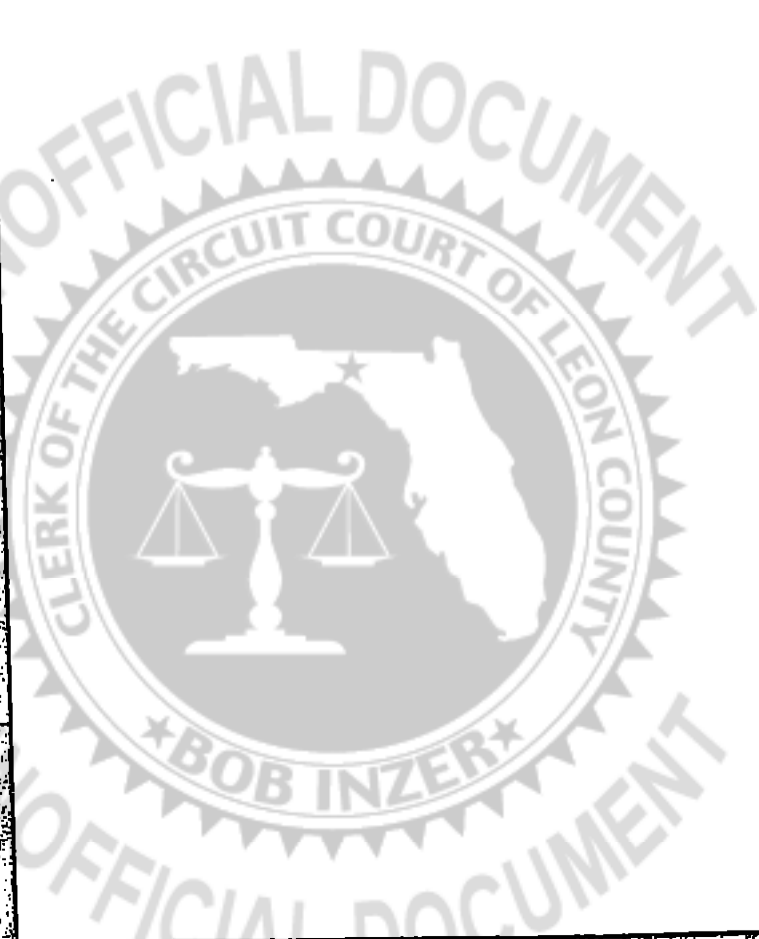


SCHEDULE A

A subdivision lying in Section 24, Township 1 North, Range 1 West, Leon County, Florida, and being partially located within the city limits of the City of Tallahassee, Florida.

Commence at the Southeast corner of the Northeast quarter of Section 24, Township 1 North, Range 1 West, Leon County, Florida, and run thence West along the South boundary of said Northeast quarter a distance of 65.00 feet to an old terra cotta monument on the West right-of-way boundary of Meridian Road and the Point of Beginning. From said Point of Beginning continue West along said South boundary of the Northeast quarter a distance of 659.63 feet, run thence North 00 degrees 11 minutes 56 seconds West 314.82 feet, run thence North 89 degrees 40 minutes 20 seconds East 659.95 feet to said West right-of-way of Meridian Road, run thence South 00 degrees 08 minutes 27 seconds East along said West right-of-way boundary a distance of 318.59 feet to the Point of Beginning; containing 4.80 acres, more or less.

This Schedule A is attached to and made a part of that certain Declaration of Restrictions regarding Mallard Hills Subdivision, Meridian Road, Leon County, Florida, dated April 19, 1978.



423787
RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA
IN THE BOOK & PAGE IND.
APR 25 2 31 PM 1978
AT THE TIME & DATE NOTED
PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT