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Boyd Owen
RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
Title Company
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PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT

2852 REMINGTON GREEN CIRCLE
TALLAHASSEE, FLORIDA 32308

(904) 422-2800
FAX (904) 385-9419

January 11, 1991

TO WHOM IT MAY CONCERN:

This is to certify that Albritton-Williams, Inc., was the developer of Miccosukee Hills, and under the authority granted in Article No. 2, a variance is granted from Article No. 4, of the Restrictive Covenants recorded June 25, 1959 in Deed Book 244, Page 537, of the Public Records of Leon County, Florida, whereby the building setback requirement for Lor 12, Block "A", shall be 27.76 feet on the front rather than 35 feet on such lot.

We have determined that the variance given is justified by the reasons given to us by the owner of said lot and we have also determined that said variance is not major or substantial.

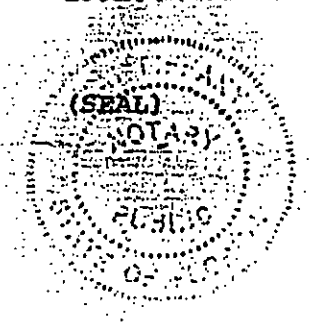
ALBRITTON-WILLIAMS, INC.

By: *James F. Chason*
James F. Chason, President

STATE OF FLORIDA
COUNTY OF LEON

Before me personally appeared James F. Chason, to me well known and known to me to be the person described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal on this 14TH day of JANUARY, 1991.



KG Tiff
Notary Public

MY COMMISSION EXPIRES: JUNE 15, 1993

COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, That this 24th day of June, A. D. 1959, ALBRITTON - WILLIAMS, INC., a corporation chartered under the laws of the State of Florida, and having its principal place of business in Leon County, Florida, does make and publish this declaration of restrictive covenants,

W I T N E S S E T H :

WHEREAS, Albritton - Williams, Inc. is now the owner of that certain subdivision known as Miccosukee Hills, being all of the lots shown on the Plat of Miccosukee Hills according to a Plat thereof recorded in Plat Book 3, pages 252 through , in the public records of Leon County, Florida, and

WHEREAS, it is to the interest, benefit, and advantage of Albritton - Williams, Inc. and to each and every person who shall hereafter purchase any lot in said subdivision that certain restrictive covenants governing and regulating the use and occupancy of the same 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 Albritton - Williams, Inc. and each and every subsequent owner of any of the lots in said subdivision, the said Albritton - Williams, Inc. for itself and its successors and assigns does hereby set up, establish, promulgate, and declare the following restrictive covenants to apply to all of said lots, and to all of said persons owning said lots, or any of them hereafter; these restrictive covenants shall become effective immediately and run with the land, and shall be binding on all persons claiming under and through Albritton - Williams, Inc. until January 1, 1985, at which time said covenants may be extended or terminated, in whole or in part, as hereinafter provided, to-wit:

1. No lot shall be used except for residential purposes, and no structure shall be erected, altered, placed, or permitted

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to remain on any lot other than a one detached single family dwelling, not to exceed two and one-half stories in height, and a private garage for not more than three cars, and a laundry or tool room attached to the garage on the ground floor. No lot shown on the recorded Plat of this subdivision shall be re-subdivided into building lots, and no more than one single family residence shall be placed on any one lot.

2. No building shall be erected, placed, or altered on any lot in the subdivision until the building plans, specifications, and plot plans showing the location of the building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by a committee composed of the board of directors of Albritton - Williams, Inc. or its successors or by a representative designated by a majority of the members of such committee. In the event said committee or designated representative shall not, within thirty days after such specifications and plot plan have been submitted to it, approve or reject such plans and specifications or plot plan, then such approval will not be required and these covenants will be deemed to have been fully complied with.

3. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 1,050 square feet for a one story dwelling, nor less than 800 square feet for a dwelling of more than one story.

4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback requirements of the zoning regulations of the City of Tallahassee or the County of Leon, whichever shall require the greater minimum setback. In any event, no building shall be located on any lot nearer than thirty-five feet to the front lot line or nearer than twenty feet to the side

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street line. No building shall be located nearer than ten feet to an interior lot line. No building shall be located on any interior lot nearer than thirty feet to the rear lot line. For the purpose of this covenant, eaves, steps, car-ports, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

6. 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.

7. No structure of a temporary character, trailer, tent, shack, garage, barn, or other outside building shall be erected or allowed to remain on any lot except during the erection of a dwelling on said lot, in which event they shall not be used as a residence or dwelling during such period of erection, and shall be removed immediately upon the completion of the main dwelling structure.

8. 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 kept, bred or maintained for any commercial purpose.

9. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except 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.

10. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Florida State Board of Health. Approval

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of such systems as installed shall be obtained from such authority.

11. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

12. 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 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.

13. 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.

14. 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, the said ALBRITTON - WILLIAMS, INC., a Florida corporation, has caused these presents to be executed

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in its name by its President, and its corporate seal attested by its Secretary to be hereunto affixed on the day and year first above written.

ALBRITTON - WILLIAMS, INC.

By: T. E. Chason
President

Attest: Wm. McCluskey (SEAL)
Secretary

STATE OF FLORIDA)
COUNTY OF LEON)

I HEREBY CERTIFY that on this 24th day of June, 1959, before me, and officer authorized to administer oaths and take acknowledgments, personally appeared T. E. CHASON and WM. McCLUSKEY respectively as President and Secretary of ALBRITTON - WILLIAMS, INC., a corporation under the laws of the State of Florida, to me personally known and also known to be said officers of said corporation described in and who executed the foregoing instrument, and said individuals as such officers being by me sworn, testified before me that they are such officers thereunto duly authorized by such corporation and they then and there also acknowledged the execution of said instrument as such officers, and further they also affixed thereto the official seal of said corporation, and further, that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal the day and year last aforesaid.



Sarah A. Thomas
NOTARY PUBLIC

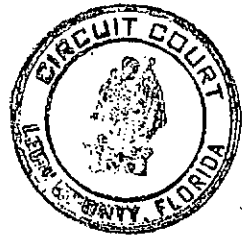
My Commission Expires:

Notary Public, State of Florida at large
My commission expires Jan. 30, 1960.
Bonded by American Surety Co. of N.Y.

91157
RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
IN THE BOOK & PAGE END.

1959 JUN 25 AM 11:20

AT THE TIME & DATE NOTED
GEO. C. GRANFORD
CLERK OF CIRCUIT COURT



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