

Micc Pines

RESTRICTIVE COVENANTS

DR1035PC2169

THIS INDENTURE, Made, executed and delivered this 16th day of August, 1982, by DAX AND TRIN DEVELOPMENT CORPORATION, a Florida corporation, with its principal place of business in Tallahassee, Leon County, Florida.

WITNESSETH:

THAT, WHEREAS, DAX AND TRIN DEVELOPMENT CORPORATION is the owner of real property located in Leon County, Florida, and described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, it is to the interest, benefit and advantage of DAX AND TRIN DEVELOPMENT CORPORATION, and to each and every person who shall hereafter purchase a portion of said property, 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, DAX AND TRIN DEVELOPMENT CORPORATION declare that the real property specifically described in Exhibit "A" attached hereto and made a part hereof, and such additions thereto as may hereinafter be made, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I: PROPERTY SUBJECT TO THIS DECLARATION.

Section 1. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this declaration is located in Leon County, Florida, and is more particularly described in Exhibit "A" which is attached hereto and made a part hereof.

This Instrument prepared by
F. PALMER WILLIAMS of
PENNINGTON, WILKINSON, GARY & DUNLAP
Attorneys at Law
Post Office Box 3985
Tallahassee, Florida 32303

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RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
AUG 16 2 47 PM 1982
PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT

Section 2. There will be no additional contiguous property which may become subject to this declaration.

ARTICLE II: DEFINITIONS.

The following words, when used in this declaration, shall have the following meanings:

(a) "Building" shall include, but not be limited to, both the main portion of such building and all projections or extensions thereof, including garages, outside platforms and decks, carports, canopies, enclosed walls, porches, walls and fences.

(b) "Committee" shall refer to and mean the Architectural Control Committee.

(c) "Improvements" shall mean and include structures and construction of any kind, whether above or below the land surface, such as, but not limited to, buildings, out-buildings, water lines, sewers, electrical and gas distribution facilities, loading areas, parking areas, walkways, walls, fences, hedges, mass plantings, entrance ways, or gates and signs.

(d) "Living Area" shall mean and refer to those heated and/or air conditioned areas which are completely furnished as living area and which shall not include garages, carports, porches, patios or storage areas.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any site situated on the properties.

(f) "Site" shall mean a portion or portions of said property which constitutes a single use or related uses under single control. After improvements to the site providing for residential use, "site" shall mean each residential living unit and its adjoining property.

(g) "The Properties" shall mean and refer to all such existing properties, and additions thereto as are

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subject to this declaration under provisions of Article I hereof.

(h) "Roadway Extension Lots" shall mean and refer to those lots the owner may elect to reserve for possible roadway extension to abutting properties not described in Exhibit "A".

ARTICLE III: GENERAL PROVISIONS.

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Section 1. DURATION. The covenants and restrictions of this declaration shall run with the land and bind the land, and shall inure to the benefit of and be enforceable by the Owner or the Owner's respective legal representatives, heirs, successors, and assigns, for a term of thirty-five (35) years from the date this declaration is recorded in the Public Records of Leon County, Florida, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the sites has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided, however, notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by any Owner to enforce against any other Owner any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order

shall in no wise effect any other provision which shall remain in full force and effect.

ARTICLE IV: AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS.

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DAX AND TRIN DEVELOPMENT CORPORATION reserves and shall have the sole right:

(a) To amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistencies between the provisions contained herein.

(b) To include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained.

(c) To release any building lots from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if DAX AND TRIN DEVELOPMENT CORPORATION in its sole judgment, determines such violation to be a minor or insubstantial violation.

ARTICLE V: ADDITIONAL COVENANTS AND RESTRICTIONS.

No property owner, without the prior written approval of DAX AND TRIN DEVELOPMENT CORPORATION may impose any additional covenants and restrictions on any part of the land described in Article I hereof.

ARTICLE VI: ARCHITECTURAL CONTROL.

No improvements as defined herein, shall be commenced, erected or maintained upon the properties nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted in duplicate to and approved in writing as to the harmony of external design and location in relation

to surrounding structures and topography by an Architectural Control Committee. The Architectural Control Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and site gradings and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons, connected with future development plans of DAX AND TRIN DEVELOPMENT CORPORATION of said lands or contiguous lands.

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ARTICLE VII: ARCHITECTURAL CONTROL COMMITTEE.

Section 1. MEMBERSHIP. The Architectural Control Committee is composed of Clay Harris and Linda Harris, either jointly or severally, having the power to act as the Architectural Control Committee. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to these covenants.

Section 2. PROCEDURE. The Committee's approval, disapproval, or waiver as required by these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no 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. At least ten (10) days prior to the commencement of construction, such plans and specifications shall be submitted to the Committee and shall consist of not less than the following: foundation plans, floor plans of all floors, section details, elevation drawings of all exterior walls, roof plan and plot plan showing location and orientation of all buildings and other structures and improvements proposed to be constructed on

the building plot, with all building restriction lines shown. In addition, there shall be submitted to the Architectural Control Committee for approval a description of the materials proposed to be used.

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All plans and specifications shall be sent to DAX AND TRIN DEVELOPMENT CORPORATION at its principal place of business which is Post Office Box 12609, Tallahassee, Florida 32308.

ARTICLE VIII: LAND USE AND BUILDING TYPE.

No site shall be used except for residential purposes. No building of any type shall be erected, altered, placed or permitted to remain on any residential site other than one (1) attached single-family dwelling not to exceed two and one-half (2-1/2) stories in height with a maximum height of thirty-five (35) feet. When the construction of any building is once begun, work thereon shall be performed diligently and continuously until the full completion thereof. The main residence and attached structures shown on the plans and specifications approved by the Committee must be completed in accordance with said plans and specifications upon each building lot unless such completion is rendered impossible as the direct result of strike, fires, national emergencies or natural calamities.

ARTICLE IX: ROADWAY EXTENSION LOTS.

Lots 6 and 11 of Exhibit "B", which is attached and made a part hereof, may be reserved at the discretion of the owner for roadway extension of Dax Court to adjacent and abutting properties not described in Exhibit "B".

ARTICLE X: TEMPORARY STRUCTURES.

No site or the properties shall be used for a temporary structure, including but not limited to mobile homes, modular

homes, tents or any other structure intended for temporary use and the same shall not be placed, built or moved onto any such site or property.

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ARTICLE XI: ATTACHED SINGLE-FAMILY DWELLING
QUANTITY AND SIZE.

The total floor area of the main structure, exclusive of one story porches, garages, carports and patios, shall be not less than 1,000 square feet.

In the event a structure contains more than one story, the ground floor must contain not less than 600 square feet and must be completely finished as living area, and at least 600 square feet of the second floor area must be completely finished as living area.

ARTICLE XII: TELEVISION AND RADIO ANTENNAS.

Exterior radio and television antenna installation must be to the rear of the townhouse and approved in writing by the Committee.

ARTICLE XIII: GARBAGE AND REFUSE DISPOSAL.

No site shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs, trash or garbage. Trash, garbage and other waste shall not be allowed to accumulate on the property and shall not be kept except in sanitary containers installed in such a manner to be acceptable to the Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and kept to the rear of the residence. There shall be no burning of household garbage.

ARTICLE XIV: WINDOW AIR CONDITIONING UNITS.

No window air conditioning units shall be installed or used.

ARTICLE XV: SIGNS.

No sign of any kind shall be displayed to the public view on any site except one sign of not more than five (5) square feet advertising the property for sale or rent, or

signs used by a builder or realtor to advertise the property during the construction and sales period. All signs must be approved in writing by the Committee. The owner reserves the right to construct a sign identifying the properties and for advertising purposes in the northwest quadrant of Lot 18 as per attached Exhibit "B".

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ARTICLE XVI: LIMITING ACCESS.

Lot 18 of attached Exhibit "B" shall be restricted from access to Miccosukee Road via the fifty (50) foot setback requirement.

ARTICLE XVII: ON-SITE WATER RETENTION.

Each lot owner will be responsible for maintaining the depressed areas located on each site designed to retain water runoff. Lots 1 through 5 are required to have a volume control of 500 cubic feet and all remaining lots shall have 400 cubic feet of storage.

ARTICLE XVIII: LIVESTOCK AND POULTRY.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any sites, except that dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and, further, provided they are not allowed to wander or roam freely about the neighborhood, and further providing that not more than two (2) dogs and/or two (2) cats per household shall be kept. Because of the close living conditions, no owner shall keep any animal which shall become a nuisance as defined herein.

ARTICLE XIX: NUISANCES.

No noxious or offensive activity shall be carried on upon any sites, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or tend to damage or destroy either private or public property. As to animals as defined herein, upon the written request of

a majority of the owners of the sites described herein, the owner of the animal causing the nuisance shall immediately cause that animal to be removed from the premises permanently.

ARTICLE XX: FENCES.

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No fence or fences shall be constructed any closer to the front lot line than a line drawn parallel to and along the rear wall of the building extended to the side lot lines. Fences shall not exceed six (6) feet in height.

ARTICLE XXI: OIL AND MINING OPERATIONS.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any site.

ARTICLE XXII: DRIVEWAYS.

Each site owner shall have rights of ingress and egress to reach their particular parking spaces. Each site owner will be responsible for the maintenance of the driveway located on the site owner's property.

ARTICLE XXIII: MAINTENANCE OF UTILITIES.

Each site owner shall have the right of access over the adjoining site owner's property to maintain any utility, if any, servicing the aforesaid site owner's home, including but not limited to a utility easement five (5) feet wide immediately adjacent to and running parallel with the structure's foundation wall.

ARTICLE XXIV: EASEMENT FOR ENCROACHMENTS.

Each lot shall be subject to an easement for encroachment created by construction, settling, and overhangs, as designated or constructed by the Declarant or its designee. A valid

easement for said encroachments for the maintenance of the same, so long as it stands, shall and does exist. In the event the structure on the lot is partially or totally destroyed, and then rebuilt, the owners of the properties so affected agree that minor encroachments on parts of the adjacent structures shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist. DR1035PG2178

ARTICLE XXV: PARTY WALLS.

It is the intent of the developer to construct on each of the lots multi-family dwelling units; a typical building will contain two units side-by-side with a common wall or party-wall. Each unit will be separately conveyed and the common walls are hereby declared to be party-walls between the adjacent residents as erected on said premises and the following provisions shall apply:

(a) The cost of maintaining each party-wall shall be born equally by the owners on either side of said wall.

(b) In the event of damage or destruction of said wall from any cause, other than the negligence of either owner thereof, the then owners shall, at their joint expense, repair or rebuild said wall, and each owner, his successor and assigns, shall have the right to the use of said walls so repaired or rebuilt. If either owners' negligence shall cause damage to or destruction of said wall, such negligent owner shall bear the entire cost of repair or reconstruction. If either owner shall neglect or refuse to pay his share, or all of such cost in case of negligence, the other may have such wall repaired or restored and shall be entitled to have a mechanic's lien (to the extent allowed by law) on the premises of the owner so failing to pay in the amount of such defaulting owner's share of the repair or replacement cost.

(c) No owner shall alter or change said party-wall in any manner, interior decorations excepted, and said party-wall shall always remain in the same location as when erected, and each owner of said common or party-wall shall have a perpetual easement in that part of the premises of the other on which said party-wall is located, for party-wall purposes.

(d) In the event of any disputes arising concerning a party-wall, or 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.

IN WITNESS WHEREOF, these Restrictive Covenants have been executed on the date first above written.

WITNESSES:

Will M. Fausch
Gilda Harris

DAX AND TRIN DEVELOPMENT CORPORATION

By: Clay Harris
CLAY HARRIS, President

(CORPORATE SEAL)

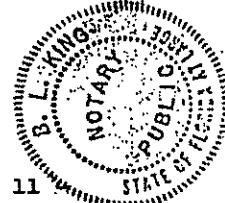


STATE OF FLORIDA,
COUNTY OF LEON.

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared CLAY HARRIS, to me known to be the person described as President of DAX AND TRIN DEVELOPMENT CORPORATION, a Florida corporation, in and who executed the foregoing RESTRICTIVE COVENANTS, and acknowledged before me that that person executed the foregoing in the name of and for that corporation, affixing the corporate seal of that corporation thereto; that as such corporate officer that person is duly authorized by that corporation to do so; and that the foregoing RESTRICTIVE COVENANTS are the RESTRICTIVE COVENANTS of that corporation.

WITNESS my hand and official in the State and County named above this 16th day of August, 1982.

B. L. King
NOTARY PUBLIC
My Commission Expires: 4-17-84



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Begin at the Southwest corner of Lot B, of Bernard Subdivision of lands in Section 22, Township 1 North, Range 1 East, as per map or plat of the same recorded in Deed Book BB, Page 590, of the Public Records of Leon County, Florida, and run thence North 01 degree 02 minutes 30 seconds East 559.87 feet, thence North 86 degrees 30 minutes 35 seconds East 131.99 feet to a point on the Westerly right-of-way boundary of Dax Court, thence North 03 degrees 56 minutes 18 seconds West along said right-of-way a distance of 176.92 feet to a point on the Southerly right-of-way boundary of Miccosukee Road, thence North 67 degrees 52 minutes 44 seconds East along said right-of-way a distance of 198.89 feet, thence leaving said right-of-way boundary run South 819.07 feet, thence South 89 degrees, 58 minutes, 26 seconds West 314.02 feet to the Point of Beginning, containing 4.89 acres, more or less.

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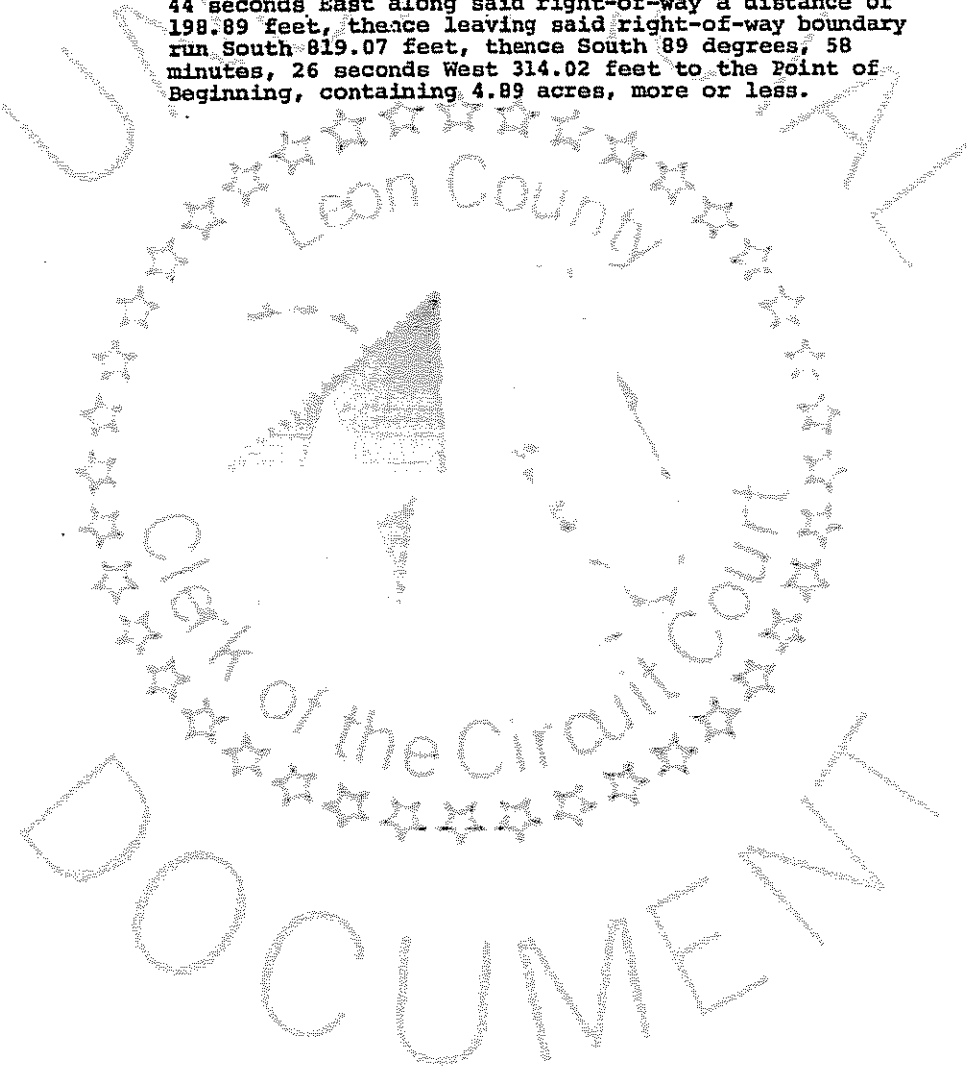


EXHIBIT "A"

DEDICATION STATE OF FLORIDA COUNTY OF LEON

BEFORE ALL PART OF THIS PLANNED MAP WAS AND WITH DEVELOPMENT APPROVED, ANY OTHER PLANNING MAPS IN THE COUNTY OF LEON (RECORD NO. 10000) AND THEREAFTER (RECORD NO. 10001) WERE RECORDED IN THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

THIS PLANNED MAP IS A CONTINUATION OF THE PLANNING MAP OF THE COUNTY OF LEON, FLORIDA, AND IS SUBJECT TO THE SAME PROVISIONS OF THE COUNTY COMMISSIONERS AND ALL APPLICABLE STATE LAWS AND REGULATIONS.

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LANDER IN DEPLICATION

LANDER IN DEPLICATION
 COUNTY OF LEON
 COUNTY OF LEON, FLORIDA

MICCOOUCHEE PINES

A CONTINUATION OF A PART OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, BEING A PART OF THE CONCEPTS OF THE CITY LIMITS OF TALLAHASSEE.

ACKNOWLEDGEMENT STATE OF FLORIDA COUNTY OF LEON

I HEREBY CERTIFY THAT THE PLANNING MAP WAS PREPARED BY THE PLANNING BOARD OF LEON COUNTY, FLORIDA, AND THAT I AM A MEMBER OF SAID BOARD.

My commission expires _____

ATTEST: COUNTY CLERK



PLANNING MAP OF LEON COUNTY, FLORIDA, REC. NO. 10000 AND 10001.



LEGEND

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STATE OF FLORIDA COUNTY OF LEON

THIS PLANNING MAP IS A CONTINUATION OF THE PLANNING MAP OF THE COUNTY OF LEON, FLORIDA, AND IS SUBJECT TO THE SAME PROVISIONS OF THE COUNTY COMMISSIONERS AND ALL APPLICABLE STATE LAWS AND REGULATIONS.

NOTE:

PLANNING MAP OF LEON COUNTY, FLORIDA, REC. NO. 10000 AND 10001.

PLANNING MAP OF LEON COUNTY, FLORIDA, REC. NO. 10000 AND 10001.

PREPARED BY
 PAUL N. WILLIAMSON, JR.
 TALLAHASSEE, FLA.
 JUNE 1960

PAUL N. WILLIAMSON, JR.
 TALLAHASSEE, FLA.

COUNTY CLERK
 LEON COUNTY, FLORIDA

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, ON THIS 10th DAY OF JUNE, 1960.

RECORDED FOR PUBLIC RECORDS IN PLAT BOOK _____ OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.