#### REC 964 PAGE 1035

# DECLARATION OF RESTRICTIONS

Florida, being the owner of MISSION MANOR, UNIT NO. 3, a subdivision corporation organized and existing under the laws of the State of located in Leon County, Florida, and more particularly described as KNOW ALL MEN BY THESE PRESENTS, that DUVAL FIRST CORPORATION,

A portion of Section 28, Township 1 North, Range 1 West

Begin at the Southwest corner of Lot 1, Block "B" of plat thereof recorded in Plat Book 8, Page 42 of the Public Records of Leon County, Florida, and run there South 10 degrees 28 minutes 05 seconds East 398.66 feet, thence South 13 degrees 27 minutes 43 seconds East 62.22 feet, thence South 13 degrees 17 minutes 29 seconds East 60.06 feet, thence South 14 degrees 17 minutes 29 seconds East 60.06 feet, thence South 15 degrees 06 minutes 54 seconds East 60.06 feet, thence South 12 degrees 36 minutes 43 seconds East 60.06 feet, thence South 14 degrees 46 minutes 54 seconds East 60.06 feet, thence South 27 degrees 46 minutes 36 seconds East 60.06 feet, thence South 30 seconds East 50.06 feet, thence South 31 degrees 44 minutes 12 seconds West 100.00 feet to a point on the Easterly right of way of Mission Road (State Road S-157-A), said point also being on a curve concave to the Easterly right of way of Mission Road (State Road S-157-A), said point also being on a seconds for an arc distance of 23.98 feet (the chord of seing South 35 degrees 23 minutes 19 seconds East 23.98 feet) though a central angle of 1 degree 02 minutes 32 seconds Feet (the chord of Sidners South 37 degrees 36 minutes 12 seconds Feet 10 seconds East 24.43 feet, thence South 37 degrees 28 minutes 12 seconds East 24.43 feet, thence South 37 degrees 38 follows: thence West 180.00 feet, thence South 31 degrees 59 minutes 57 seconds West 185.18 feet, thence South 37 degrees 59 minutes 57 seconds West 185.18 feet, thence South 37 degrees 59 minutes 57 seconds West 185.18 feet, thence South 37 degrees 59 min

makes the Following Declaration of Restrictions covering the aboveconstitute a covenant running with the land and that this declaration described real property, specifying that this declaration shall shall be binding upon the undersigned and upon all persons securing lifetime, shall be for the benefit of and limitation upon all present title through the undersigned. These restrictions, during their

and future owners of the real property.

- 1. IAND 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 one or two family dwelling not to exceed two and one-half stories in height.
- 2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a 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 existing structures, and as to location 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 unless similarly approved.
- shall have full authority to designate a successor and the full or resignation of any member of the committee, the remaining members dent of Duval First Corporation. the initial committee will be the Secretary, Vice President and Presitectural Control Committee will consist of three (3) people, and nor its designated representative shall be entitled to any compensacomittee shall have the right to resign at any time and to simultantion for services performed pursuant to these covenants pertain. Neither the members of the committee time designate a representative to act for it in matters to which eously appoint successor members. of the committee or to change any of its powers and duties. through a duly recorded written instrument to change the membership the then record owners of a majority of the lots shall have the power be deemed a default of duty by the Architectural Control Committee, ure to enforce any covenant or restriction herein contained shall not nor shall it be deemed a waiver of the right to any enforcement thereafter. MEMBERSHIP OF ARCHITECTURAL CONTROL COMMITTEE. In the event of death, disappearance The committee may from time to this covenant. At any time, The Archi-The fail-

# 4. DWELLING CHARACTER AND MINIMUM SIZE.

(A) No trailer, mobile home, vehicle, shack, barn, or tent shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a resi-

dence

(B) The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 square feet for a one-story dwelling, nor less than 600 square feet for a dwelling of more than one story.

## 5. BUILDING LOCATION.

- (A) No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 15 feet to the front line, or nearer than 15 feet to any side street line.
- (B) No building shall be located nearer than 5 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.
- of a building, on a lot to enroach upon another lot. vided, however, that this shall not be construed to permit any portion open porches shall not be considered as a part of a building, pro-(C) For the purposes of this covenant, eaves, steps, and
- (D) The Architectural Control Committee shall have the authority to waive in its discretion any violation or infraction of setback requirement, and likewise has authority to modify any setback line requirement provided that the modification is in compliance with applicable local governmental ordinances or controls.
- having an area of less than 6,000 square feet. 6. LOT AREA. No dwelling shall be erected or placed on any lot
- utilities and drainage fadilities are reserved as shown on the reinterefere with the installation and maintenance of utilities, or material shall be placed or permitted to remain which may damage or corded plat. Within these casements, no structure, planting or other which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through and all improvements in it shall be maintained continuously by the drainage channels in the easements. EASEMENTS. Easements for installation and maintenance of The easement area of each lot

## REC 964 PAGE 1038

owner of the lot, except for those improvements for which a public authority or utility company is responsible.

- 8. NUISANCES. 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.
- 9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or one sign used by a builder to advertise the property during the construction and sales period.
- nent operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.
- 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 that they are not kept, bred, or maintained for any commercial purposes.
- material shall be kept in a clean and sanitary condition. ators or other equipment for the storage or disposal of such waste shall not be kept except in sanitary containers. tained as a dumping ground for rubbish GARBAGE AND REFUSE DISPOSAL. No lot shall be used or main-Trash, garbage, or other All inciner-
- 13. WATER SUPPLY. No individual water supply systems except for irrigation, air-conditioning or pools, shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Health Department of the State of Florida. Approval of such systems as installed shall be obtained from such authority.
- 14. SIGN DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2

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and 6 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 25 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 10 feet from the intersection of a street property lot within the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

- 15. 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 (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.
- binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 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:
- 17. 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 violation or to recover damages.
- 18. SEVERABILITY. 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.

the corporation, ment on this the IN WITNESS WHEREOF, and affixed hereto the H set my hand corporate seal of said corposeal 1980, on behalf of

Witnesses:

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF LEON

DUVĂLFIRST corporation. The foregoing Declaration of Restrictions CORPORATION, were acknowledged before me on this the by RALPH J. COLLINS Florida corporation, pertaining to MISSION President of behalf of said 3nd day

3 3 20 PM 1980

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ation organized and existing under the laws of the State of Florida, being the owner of MISSION MANOR, UNIT NO. 3, a subdivision located in Leon KNOW ALL MEN BY THESE PRESENTS, that DUVAL FIRST CORPORATION, a corporand more particularly described as follows:

persons securing title through the undersigned. These restrictions, compound their lifetime, shall be for the benefit of and limitation upon Santarion upon corded in Plat Book 8 , page that this declaration shall be binding upon the undersigned and upon all ation of Restrictions covering the above described real property, specifying 8 through 12 as shown on attached Exhibit "A", makes the following Declarpresent and future owners of the real property. this declaration shall constitute a covenant running with the land and Being all of lots 8, 9, & 10, Block B, Mission Manor Unit III as re-75 of said county being revised to Parcels 8 30 AM 1983

permitted to remain on residential purposes. dwelling not to exceed two and one-half stories in height. LAND USE AND BUILDING TYPE. No lot shall be used except for since the purposes. No building shall be erected, altered, placed, at the remain on any lot other them.

6377266 RECORDED IN THE PUBLID RECORDED TO COURSE PLAN

istic thereof being the existence of common walls or party walls which are Ħ liability for private property do to negligence or willful acts or omissions these restrictions, the general rules of law regarding party wall and Each party wall is a non load bearing wall serving each wall continguous constructed along portions of side boundaries of lots within the property. the party wall. regarding maintenance and repair thereof shall be applicable In the case of the aforementioned two family dwelling with a character-To the extent not inconsistent with the provisions of

be shared by the owners who make use of the wall in proportion to such use. after make use of the wall (intentionally or otherwise), they shall owner who has used the wall may restore it and if the other owners therewithout prejudice and subject to, however, the right of any such owners to contribute to the cost of restoration thereof in proportion to such use Hability or negligence or willful acts oromissions. for a larger contribution from the others under any rule of law regarding The cost of ressonable repair and maintenance of the party wall shall If a party wall is destroyed or damaged by fire or other casualty, any

elements, will bear the whole cost of necessary protection against such by his neglect or willful act causes the party wall to be exposed to the  $\mathbb{R}1082\mathbb{R} \ 765$  Not withstanding any other provisions in these covenants any

successors in title. restrictions shall be appertenant to the land and shall pass The right of any owner to contributions from any other to such owners

by a majority of all the arbitrators. arbitrator shall choose one additional arbitrator and the decision shall be provision of this article each part shall choose one arbitrator, and such In the event of any dispute arising concerning a party wall under the

in full force and effect for so long and for such time as any party walls exist tions, any provision contained herein related to party walls, shall continue Notwithstanding the possible expiration of these covenants and restric-

- on any lot until the construction plans and specifications and a plan showing the Committee as to quality of workmanship and materials, harmony of external location of the structure have been approved by the Architectural Control design with existing structures, and as to location with respect to topography line unless similarly approved. altered on any lot nearer to any street than the minimum building setback and finish grade elevation. ARCHITECTURAL CONTROL. No fence or wall shall be erected, placed or No Building shall be erected, placed, or altered
- will be the Secretary, Vice President and President of Duval First Corpora-Control Committee wil consist of three(3) people, and the initial committee a successor and the full committee shall have the right to rasign at any the committee, the remaining members shall have full authority to designate tion. In the event of death, disappearance or resignation of any time and simultaneously appoint successor members. of a majority of the lots shall have the power through a duly recorded performed pursuant to this covenant. At any time, the then record owners designated representative shall be entitled to any compensation for services these covenants pertain. Neither the members of the committee or its time to time designate a representative to act for it in matters to which any covenant or restriction herein contained shall not be deemed a default written instrument to change the membership of the committee or to of duty by the Architectural Control Committee, nor shall it be deemed a walver of the right to any enforcement thereafter HEMBERSHIP OF ARCHITECTURAL CONTROL COMMITTEE. The Architectural The committee may from

# DWELLING CHARACTER AND MINIMUM SIZE

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- any structure of a temporary character be used as a rasidence. at any time be used as a residence temporarily or permanently, nor shall No trailer, mobile home, vehicle, shack, barn or tent, shall
- be less than 700 square feet. A two story building containing two or more single family units, the combination of the ground floor shall not be less attached by party wall constituting a single dwelling to be sold in two story open porches and garages of a one story single family dwelling attached single family units shall contain a minimum of 700 square feet detached shall contain a minimum of 600 square feet for the ground story and for the ground floor and 500 square feet for the top floor. than 1200 square feet. 450 square feat for the top story. (B) The ground floor of the main structure, exclusive of one A one story detached single family unit shall not A two story

#### BUILDING LOCATION

- line or nearer to the sids street line than the minimum building setback on any lot nearer than 15 feet to the front line, or mearer than 15 feet to lines shown on the recorded plat. any side street line. No building shall be located on any lot nearer to the front In any event no building shall be located
- lot line. feet to the rear lot line. No dwalling shall be located on any interior lot nearer than 25 No building shall be located nearer than 5 feet to an interior
- porches shall not be considered as a part of a building, provided, however, ç that this shall not be construed to permit any portion of a building, on to encroach upon another lot. For the purposes of this covenant, eaves, steps, and open
- ment, and likewise has authority to modify any setback line requirement to valve in its discretion any violation or infraction of satback requiregovernmental ordinances or controls. provided that the modification is in compliance with applicable local (D) The Architectural Control Committee shall have the authority
- having an area of less than 6,000 square feat. LOT AREA No single dwelling shall be erected or placed on any lot
- drainage facilities are reserved as shown on Exhibit "A". Within these 7. EASEMENTS. Easements for installation and maintenance of utilities

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a public authority or utility company is responsible. uously by the owner of the lot, except for those improvements for which area of each lot and all improvements in it shall be maintained continflow of water through drainage channels in the easements. of drainage channels in the easements, or which may obstruct or retard the and maintenance of utilities, or which may change the direction of flow permitted to remain which may damage or interfere with the installation easements, no structure, planting or other material shall be placed or The easement

- become an annoyance or nuisance to the neighborhood. on upon any lot, nor shall anything be done thereon which may be or may NUISANCES. No noxious or offensive activity shall be carried
- during the construction and sales period. for sale or rent, or one sign used by a builder to advertise the property foot, one sign of not more than seven square feet advertising the property view on any lot except one professional sign of not more than one square SIGNS. No sign of any kind shall be displayed to the public
- be erected, maintained, or permitted upon any lot. mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall shall be permitted upon or in any lot, nor shall oil walls, tanks, tunuals, operations, oil refining, quarrying or mining operations of any kind OIL AND MINING OPERATIONS. No oil drilling, oil development
- bred, or maintained for any commercial purposes. cats or other household pets may be kept provided that they are not kept, of any kind shall be raised, bred or kept on any lot, except that dogs, LIVESTOCK AND POULTRY No animals, livestock, or poultry
- a clean and sanitary condition. equipment for the storage or disposal of such material shall be kept in not be kept except in sanitary containers. All incinerators or other as a dumping ground for rubbish. Trash, garbage, or other waste shall 12. GARBAGE AND REFUSE DISPOSAL No lot shall be used or maintained
- such system is located, constructed and equipped in accordance with requireirrigation, air-conditioning or pools, shall be permitted on any lot unless ments, standards and recommendations of the Health Department of the State 13. WATER SUPPLY No individual water supply systems except for

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

- lines, or in the case of a rounded property corner from the intersection of a line connecting them at points 25 feet from the intersection of the street lot within the triangular area formed by the street property lines and above the roadways shall be placed or permitted to remain on any corner planting which obstructs sight lines at clevations between 2 and 6 feet permitted to remain within such distances of such intersections unless the line with the edge of a driveway or alley pavement. No trees shall be apply on any lot within 10 feet from the intersection of a street property the street property lines extended. The same sight-line limitations shall foliage line is maintained at sufficient height to prevent obstruction of such sight-lines. SIGN DISTANCE AT INTERSECTIONS. No fence, wall, hadge or shrub
- in these covenants shall be in writing. any event, if no suit to enjoin the construction has been commenced prior (30) days after plans and specifications have been submitted to it, or in its designated representative, fails to approve or disapprove within thirty covenants shall be deemed to have been fully complied with. to the completion therof, approval will not be required and the related 15. PROCEDURE. The committee's approval or disapproval as required In the event the committee, or
- binding on all parties and all persons claiming under them for a period of of 10 years unless an instrument signed by a majority of the then owners thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods the lots have been recorded, agreeing to change said covenants in whole in part. TERM These covenants are to run with the land and shall be
- any covenant either to restrain violation or to recover damages. in equity against any person or persons violating or attempting to violate ENFORCEMENT. Enforcement shall be by proceedings at law or
- judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. 18. SEVERABILITY. Invalidation of any one of these covenants by

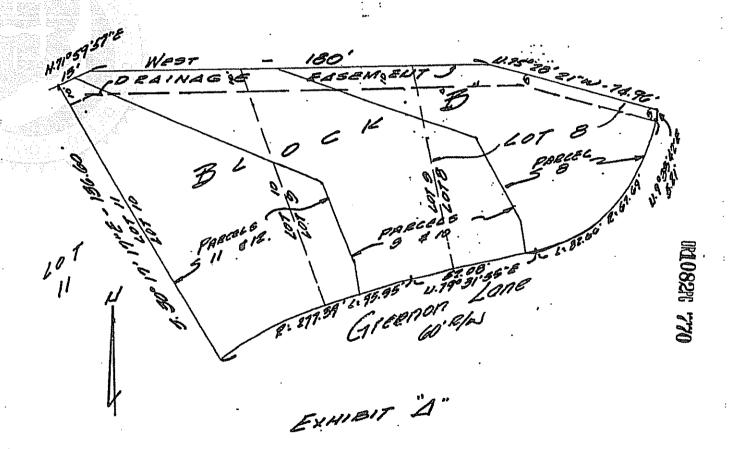
#### 082FC 769

corporation, and affixed hereto the corporate seal of said corporation. on this 23 rd IN WITNESS WHEREOF, I have set my hand and seal to this instrument day of awayna \_, 1983, on behalf of the

(CORPORATE SEAL)

MANOR, UNIT 3, were acknowledged before me on this 23 flug met. 1983, by RALPH J. COLLINS as President of DUVAL FIRST CORPORATION, A Florida corporation, on behalf of said corporation. The foregoing Declaration of Restrictions pertaining to MISSION

My Commission Expires:



REE: 641 FACE 842

#### EASEMENT

THIS INDENTURE, Made as of this # day of April, A. D., 197#.

tween MOBILE HOME BROKERS, INC., a Florida corporation, Party of the First

Part, and the CITY OF TALLAHASSEE, a municipal corporation created and existing between MOBILE HOME BROKERS, INC., a Florida corporation, Party of the First under the laws of the State of Florida, Party of the Second Part,

#### WITNESSETH:

in hand paid by the said Party of the Second Part, the receipt whereof is hereby the sum of One Dollar (\$1.00) and other good and valuable considerations to him a perpetual casement for the use by the Party of the Second Part, its successors acknowledged, has granted, bargained, sold and conveyed and by and assigns, for an underground sanitary sewer line under Tallahassee, described piece, parcel or strip of land, situate, lying and being in the City of That the said Party of the First Part, for and in consideration of County of Leon, State of Florida, to-wit: sell and convey unto the said Party of the Second Part and across the following these presents

Begin at the Southeast corner of Lot 9, of the First Addition to Rexwood, a subdivision as per map or plat thereof recorded in Plat Book 5, Page 41 of the Public Records of Leon County, Florida, and run thence Southwesterly along the Westerly boundary of a 50,0 foot County Drainage Easement as follows: South 45 degrees 00 minutes West 317.17 feet, thence South 99 degrees 28 minutes West 951.28 feet, thence South 45 degrees 38 minutes 30 seconds West 250.60 feet to the Northeasterly right-of-way boundary of Mission Road said point lying on a curve concave to the Northeasterly, thence leaving the Westerly boundary of said 50.0 foot county Drainage Easement, run Northwesterly along said right-of-way curve with a radius of 976.14 feet through a central angle of 40.00 degrees 20 minutes 53 seconds, for an arc distance of 40.00 feet (chord of said arc being North 44 degrees 01 minute 04 seconds West (chord of said arc being North 44 degrees 01 minute 04 seconds West (chord of said arc being North 45 degrees 38 minutes 30 seconds Easement as follows: North 45 degrees 38 minutes 30 seconds East 237.30 feet, thence North 09 degrees 28 minutes East 951.03 feet, thence North 45 degrees 38 minutes East 951.03 feet, 57 feet to the South boundary of said First Addition to Rexwood, thence leaving said line run East along the South boundary of said First Addition to Rexwood, 56.57 feet to the POINT Of BEGINNING.

It is understood and agreed by and between the Party of the First

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RECORDED IN THE PUBLIC RECORDS OF LICHY CO. FLA. IN THE BY ON A MACE IND.

AT THE LAIR & BATE HOVED - PAULY, PARTSFIELD CLEAR OF CIRCUIT COURT

3 54 Ph 1974

Part and the said Party of the Second Part that the underground senitary sewer line and equipment of the Party of the Second Part installed or located, or to

CITY OF TALLAHASS

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#### 641 ME 843

sanitary sewer line and equipment. its natural condition after installation of or any maintenance work on said undergroun installing, repairing, and/or removing said underground sanitary sewer line of the Second Part, its successors and assigns, and subject to its complete dominion and equipment therefrom. Party of the Second Part will restore the ground to or strip of land hereinabove described for the purpose of excavating, inspecting, its successors and assigns and its agents and employees to enter upon said parcel and control, and the right is hereby granted to the said Party of the Second Part, described shall at all times be and remain the absolute property of the Party be installed or located, under and across the parcel or strip of land hereinabove

vest in the said Party of the First Part or in his successors and assigns. rights herein and hereby granted and conveyed shall forthwith revert to and cease to use them for underground sanitary sewer line purposes, the title and City or its assigns at any time abandon the said land hereinabove described or The above conveyance is made upon the condition that should the

year first above written. hereunto affixed, by its proper officers thereunto duly authorized, the day and caused these presents to be executed in its name, and its corporate seal to be IN WITNESS WHEREOF the said Party of the First Part has hereunto

Signed, scaled and delivered in our presence as witnesses:

MOBILE HOME BROKERS, INC.

ву:

(CORPORATE SEAL)

STATE OF FLORIDA.

I HEREBY CERTIFY that on this day, before me, an office authorized in the sign county aforesaid to take asknowledgments and the sign of th personally

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#### REE: 641 May 844

well known to me to be the President and Secretary, respectively, of MOBILE HOME BROKERS, INC., a Florida corporation, the corporation named as Party of the First Part in the foregoing Easement, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

this witness my hand and official seal in the County and State last aforesaid day of Malch. A. D. 1974.

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARCY BY COMMISSION EXPIRES 1950. 6, 1974. GENERAL INSURANCE UNDERWRITERS INFO

12-6-74

(SEAL)

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DOCUMENTARY SURTAX

P.S.

0 9 8 4 6 1

STATE OF DOCUMENTARY AS DEFT. OF REVENUE (LL)

<u>SQR; PAX</u> 9≈00.30

This instrument Propared by:
8RYAN W. HENRY
City Attorney
118 South Monroe Stret
Tallahassee, Fluido 32301

CITY OF TALLAHASSEE