

PROTECTIVE COVENANTS  
OAK PARK SUBDIVISION, GADSDEN COUNTY  
QUINCY, FLORIDA

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, OAK PARK, INC., a Florida corporation, hereinafter called the developer, is the owner in fee simple of the land hereinafter described below and whereas it is the desire of the said developer to impose certain protective covenants upon said land in order to protect the lot owners from nonconforming uses and architecture and to result in a more stable residential neighborhood.

NOW, THEREFORE, the developer, its successors and assigns, do hereby declare and impose upon the following lots the covenants and restrictions hereinafter set forth in the paragraphs numbered one (1) to thirteen (13) inclusive, which said covenants and restrictions hereinafter shall inure to the benefit of and be binding upon the developer, its successors and assigns, and the purchasers, and shall constitute covenants on the part of said developer, its respective representative, successors and assigns, and all such purchasers and grantees and all persons claiming under them respectively from this date to be faithfully abided by, kept and performed, in connection with the property described as: Lots 1 through 6, Lots 8 through 38 in Block A, Lots 1 through 15 in Block B, Lots 1 through 22 in Block C, Lots 1 through 14 in Block D, Lots 1 through 31 in Block E, Lots 1 through 18 in Block F, Lots 1 through 13 in Block G, Lots 1 through 14 in Block J, Oak Park Subdivision as same appears in Plat Book 1, page -- of the current public records of Gadsden County, Florida and Lots 1 through 13 of the Replat of Blocks H and I, Oak Park Subdivision as same appears in Plat Book 1 Page -- of the current public records of Gadsden County, Florida.

1. All lots shall be known and described as residential lots. No structure shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single family dwelling, not to exceed two and one-half stories in height and a private garage for not more than two cars and a servants room or storage room attached to the garage and on the ground floor.

2. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design 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 developer, and a registered architect, or by a representative designated by a majority of

the members of said committee. In the event of the death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in the event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of said committee, and of its designated representative, shall cease on and after January 1, 1986. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded by appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

3. No building shall be located on any residential building plot nearer than 30 feet to the front lot line, nor nearer than 15 feet to any side street lot line. No building, except a detached garage or other outbuilding located 80 feet or more from the front lot line, shall be located nearer than seven and one-half ( $7\frac{1}{2}$ ) feet to any side lot line.

4. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 9,000 square feet or a width of less than 70 feet at the front lot line.

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

6. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on any of the above lots shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

7. No building costing less than \$9,000.00 shall be permitted on any of the above lots and the ground floor area of the main structure, exclusive of porches and garages, shall not be less than 950 square feet in the case of a one-story structure nor less than 850 square feet in the case of a one and one-half or a two-story structure.

8. The developer may subdivide or replat any lot or lots shown on said plat in any way it sees fit, provided that no residence shall be erected upon or allowed to occupy any such replatted or resubdivided lot or lots or fractional part or parts thereof, if

such replatted or resubdivided lot or lots or fractional part or parts thereof have an area of less than 9,000 square feet, and the restrictions herein contained in case of such replatting or resubdividing shall apply to each lot as so replatted or resubdivided.

9. That where a building has been erected, or the construction thereof substantially advanced, and is situated on any lot as now platted or on any subdivided or replatted lot or building plot in any such manner that the same constitutes a violation or violations of the covenants herein numbered three and four, the developer shall have the right at any time to release such lot or subdivided lot or building plot, or portions thereof, from such part or provisions of the said covenant numbered three and four as are violated PROVIDED, HOWEVER, that said developer shall not release a violation or violations of such covenants numbered three and four, or any of them, except as to violations it determines to be minor and the power to release any such lot or plot from such violation or violations shall be dependent upon a determination by the developer that the violation or violations for which releases are given are minor and the developer shall also have the right at any time to release any lot or lots or parts thereof, as shown on said plat from said covenants numbered three and four, for the purpose of subdividing or replatting such lots or lot, or such parts thereof, as permitted by covenants numbered eight above, PROVIDED, HOWEVER, that where any such lot or lots shall be so subdivided or replatted the said covenants numbered three and four and other covenants, restrictions and reservations herein contained shall apply to such subdivided or replatted lots or building plots, as subdivided or replatted.

10. A two and one-half (2½) foot utility or drainage easement is reserved along all lot lines.

11. These covenants and restrictions shall run with the land and shall be binding upon the undersigned owner and developer, Oak Park, Inc., and all grantees of the undersigned and all persons claiming under the undersigned and its grantees from the date hereof until January 1, 1986, at which time the said covenants and restrictions shall terminate.

12. If any party or persons bound or intended to be bound by these covenants or restrictions or any of them, his heirs or assigns, shall violate any of the said covenants or restrictions before January 1, 1986, any other person or persons owning any other of the said lots shall have the right to prosecute any proceeding at law or in equity against the person or persons so violating or attempting to violate the covenants or restrictions either to enjoin or restrain such violation or to recover damages thereof.

13. Should any one of the foregoing covenants or restrictions or any part thereof

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be held by any court to be invalid, such adjudication shall in no wise affect any other covenants or restrictions or part thereof but the same shall remain in full force and effect.

OAK PARK INC.  
/s/ Elna D. Bowen  
President

/s/ Annie J. Paggott  
Secretary-Treasurer

Date October 15, 1956

ACKNOWLEDGMENT: WITNESSES: None  
ACKNOWLEDGED: October 15, 1956  
BEFORE: Margaret Woodward, N. P.  
LEGAL SEAL: Yes  
COMMISSION EXPIRES: May 16, 1960  
WIFE SEPARATE: N/A

Filed October 17, 1956 and recorded in Deed Book 110, pages 1-3, Public Records of Gadsden County, Florida.

Cox Park, Inc. of Quincy, Florida, a Florida Corporation, owner in fee simple of that certain property described as follows:

All of Blocks, "A", "B", "C", "D", "E", "F", "G", "H", "I", and "J" of the Cox Park Subdivision, located East of the City limits of Quincy, Florida, and South of U. S. Highway 90, in Gadsden County, Florida, a map of which is recorded in the records of Gadsden County, Florida, do hereby place certain restrictions in addition to those already on file, which shall govern the same either by itself, its heirs, executors, administrators or assigns, and make and execute this instrument in writing for the purpose of placing the same of record to give to any person, firm or corporation who may desire to become owners of any of said property, the the following restrictions thereto, will be made a condition precedent to becoming owner of any part or parts of said described property, to-wit:

(m) 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 signs used by a builder to advertise the property during the construction or sale period.

(n) 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 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 oil or natural gas shall be erected or maintained or permitted upon any lot.

(o) 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.

(p) 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, of the City of Quincy, Florida, and the committee appointed by the sub-dividers, as stipulated in section (h) of the recorded restrictions on this property. Approval of such systems as installed shall be obtained from all the above, before installation.

(q) No fence, wall, hedge or shrub planting which obstructed sight lines at elevations between 2 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 property lines. In the case of a rounded property corner, from the intersection of the street property

lines extended. The same sight limitations shall apply to any lot within 10 feet from the intersection of a street property line within the edge of a driveway or ally pavement. No tree shall be permitted to remain within such distances of such intersections, unless the foliage line is maintained at sufficient height to prevent obstruction at such sight lines.

(c) No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided the natural water course is not altered or blocked by such fill.

(d) A 30 foot buffer strip will be left along the northeast side of lots 8 through 22 of block C for the planting and protective screening from any future business property. A 50 foot wide buffer strip will be planted and left on the northeast side of lot 1 block C for 155.86 feet. A 30 foot buffer strip will be planted on highway side of lot 1 block A for 156.86 feet. The property mentioned in these buffer strips is not to be used for business property or residential property and is intended only for decorative planting and underground utilities.

(e) Invalidation of any one of these covenants by judgement or court order, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 15th day of January, A. D. 1957.

Witnesses:

/s/ Margie Sims

/s/ J. G. Minson

Oak Park, Inc., of Quincy, Florida  
By: Elna B. Dowon, President  
Attest: Annie J. Baggett, Secretary

ACKNOWLEDGMENT: ACKNOWLEDGED: January 15, 1957

BEFORE: Margaret Woodward, H. P.

LEGAL SEAL: Yes

COMMISSION EXPIRES: May 16, 1960

WIFE SEPARATE: N/A

Filed January 21, 1957 and recorded in Deed Book 119, pages 13-15 of the Public Records of Gadsden County, Florida.

EXHIBIT No. 17