

489 Vol. 122

Parkhill

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned COLLINS BROTHERS, INC., a Florida Corporation, and CHARTER HOUSING CORPORATION, a Florida corporation, being the owners of Parkhill subdivision located in Leon County, Florida, and more particularly described as follows:

RECORDED IN THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA IN THE BOOK AND PAGE NOS. 489 VOL. 122

Begin at the SW corner of Section 3, T14 R14, Leon County, Florida, and run thence North along the West boundary of said Section 3, a distance of 1320 feet, thence South 89° 52' 20" East along the North boundary of the South half of the South half of said Section 3, a distance of 1320 feet, thence South parallel to the West boundary of said Section 3, a distance of 1320 feet to the South boundary of said Section 3, thence North 89° 53' 50" West along the South boundary of said Section 3, a distance of 1320 feet to the P/O/B, containing 40.0 acres, more or less.

makes the following Declaration of Restrictions covering the above-described real property, 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 derailing title through the undersigned. These restrictions, during their lifetime, shall be for the benefit of and limitation upon all present and future owners of the real property.

1. LAND 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 single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.
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

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This instrument was prepared by JAMES C. CONNER, JR., OF DYE & CONNER, P.A. Office Rm. 322 Tallahassee, Florida 32302

be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than FIFTEEN THOUSAND (\$15,000.00) DOLLARS based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet for a one-story dwelling, nor less than 700 square feet for a dwelling of more than one story.

4. 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 25 feet to the front line, or nearer than 15 feet to any side street line.

(b) No building shall be located nearer than 7 1/2 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.

(c) For the purposes of this covenant, caves, steps, and open porches shall not be considered as a part of a 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. LOT AREA. No dwelling shall be erected or placed on any lot having an area of less than 6500 square feet.

6. BASEMENTS. 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. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or

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interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot; except for those improvements for which a public authority or utility company is responsible.

7. 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.

8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

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 signs used by a builder to advertise the property during the construction and sales period.

10. 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 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.

12. GARDAGE AND REFUSE DISPOSAL. 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.

13. WATER SUPPLY. No individual watersupply systems 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. SEWAGE DISPOSAL. 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 Health Department of the State of Florida. Approval of such system as installed shall be obtained from such authority.

15. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs 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 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 line with 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.

16. MEMBERSHIP. The Architectural Control Committee is composed of Ralph J. Collins, Eugene Chester Stokes and James C. Conner, Jr. 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 representative shall be entitled to any compensation for services performed pursuant

to this covenant. At any time, 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 restore to it any of its powers and duties.

17. **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 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.

18. **TERM.** 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 thirty 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.

19. **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.

20. **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.

IN WITNESS WHEREOF, we have set our hands and seals this _____ day of _____, 1971.

COLLINS BROTHERS, INC.
Its President
Its Secretary

Michael Collins
John Collins

[Corporate Seal]

This instrument was prepared by
JAMES O. CONNER, JR., OF DYE & CONNER
P.O. CHIEF, P.O. 522
TAMPA, FLORIDA 33607

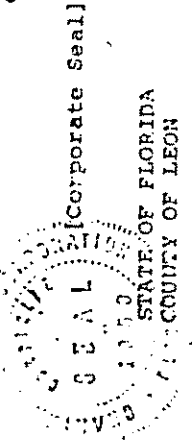
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CHARTER HOUSING CORPORATION

Witnesses:

Frank A. Deby Its President (SEAL)

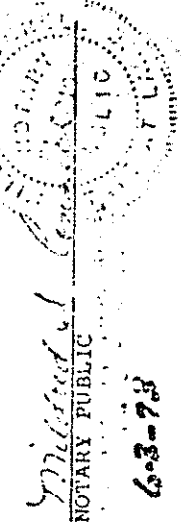
Robert B. Phillips Its Secretary (SEAL)



I HEREBY CERTIFY that on this 22nd day of Sept., 1971, before me personally appeared Ralph J. Collins and W. Ronnie Collins, respectively President and Secretary of COLLINS BROTHERS, INC., a corporation under the laws of the State of Florida, to me known to be the individuals and officers described in and who executed the foregoing instrument, and severally acknowledged its execution to be their free act and deed as such duly authorized officers; and that the official seal of the corporation is duly affixed and the instrument if the act and deed of the corporation.

WITNESS my signature and official seal at Tallahassee in the County of Leon, State of Florida the day and year last aforesaid.

STATE OF FLORIDA
COUNTY OF



I HEREBY CERTIFY that on this 6-3-73 day of June, 1973, before me personally appeared Robert B. Phillips and Frank A. Deby, respectively President and Secretary of CHARTER HOUSING CORPORATION, a corporation under the laws of the State of Florida, to me known to be the individuals and officers described in and who executed the foregoing instrument, and severally acknowledged its execution as their free act and deed as such duly authorized officers; and the official seal of the corporation is duly affixed and the instrument is the act and deed of the corporation.

WITNESS my signature and official seal at Jacksonville in the County of Duval, State of Florida the day and year last aforesaid.



3-17-73