

OR1012PG 66
DECLARATION OF RESTRICTIVE COVENANTS

562168
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RECORDS OF LEON CO. FLA.
Nov 23 12 30 PM 1981
PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT

This Declaration of Restrictive Covenants, made this
20 day of NOVEMBER, 1981, by D. E. BILLINGSLEY,
hereinafter referred to as Declarant, for himself, his successors,
grantees and assigns.

W I T N E S S E T H:

That, WHEREAS, said Declarant is the fee simple owner of
that certain real property situate, lying and being in Leon County,
Florida, which is described in Exhibit "A" attached hereto and made
a part hereof; and

WHEREAS, it is in the interest, benefit and advantage of De-
clarant and of each and every person who shall purchase any lot in
said subdivision or shall reside in said subdivision 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, for and in consideration of the premises
and of the benefits to be derived by Declarant and each and every
subsequent owner of any lots located within the above-described
property, the Declarant does hereby establish and promulgate the
following declaration of restrictions to apply to all of said lots
and to all of said persons owning said lots. These restrictions
shall be effective immediately, shall run with the land and shall
be binding upon all persons deraining title through Declarant.

1. LAND USE AND BUILDING TYPE: The entire portion of the
above-described property (hereinafter referred to as "The Property"),
is to be utilized for single family residential unit structures
(hereinafter referred to as "Units"), and shall be used and occupied
solely and exclusively for residential purposes only.

2. CROSS-EASEMENTS: Declarant hereby specifically reserves,
excepts, imposes and creates certain cross-easements which shall not
in any manner be construed to be limitations of those easements
defined and set forth in Paragraph 3 infra, and said cross-easements

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OR1012PG 67

hereby defined are declared to be easements and covenants running with the land in relation to the houses herein defined. Certain areas of the real property as described in Exhibit "A" are shown on said Exhibit "A" as cross-hatched areas and identified thereon as areas constituting parts of the real property which will be subject to cross-easements for parking, ingress and egress and utility installation and maintenance, whether said lands are or shall be owned by Declarant, individual homeowners or any other person. As to said cross-hatched areas shown on said Exhibit "A", there are hereby reserved, created and imposed upon said areas, cross-easements for the use and benefit of all individual homeowners for the purposes as set forth and shown on said Exhibit "A". Said cross-easements may not be terminated even if this Declaration is revoked and terminated, unless all house owners (each house and lot having one vote) shall agree thereto and all mortgage holders severally agree.

3. EASEMENTS: The following easements shall be deemed to be covenants running with the land with relation to townhouses and the property described on Exhibit "A". These easements are not in limitation of any easement defined, imposed and created in Paragraph 2 above, but are supplemental thereto:

(a) Utility easements are reserved through the property for utility services in order to properly and adequately serve all areas of the property; provided, however, that such easements through any house shall be only according to the plans and specifications or as the building is actually constructed unless approved in writing by the homeowner. Utilities as used in this paragraph shall be given a broad meaning and shall include but not be limited to an easement for the installation, repair and maintenance of electric, telephone, water, cable television and sanitary sewer lines and facilities, and drainage facilities.

(b) An easement is hereby reserved and granted for vehicular and pedestrian traffic, parking and drainage over, through and across side-walks, paths, walkways, lanes and parking areas as the same may exist from time to time upon, on or over those areas cross-hatched on Exhibit "A". Said easements are hereby reserved and granted to the homeowners, their guests and invitees

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OR1012PG 68

for vehicular and pedestrian traffic over, through and across such driveways and parking areas as from time to time may be paved and intended for such purposes. Such easements are specifically imposed on all areas of the property used as set forth above, including, but not limited to, the areas and parcels of property defined, described and set forth in Paragraph 2 above.

(c) If any house shall encroach upon any common area or easements, or other house by reason of original construction, then an easement appurtenant to such encroaching house, to the extent of such encroachment, shall exist so long as such encroachment shall exist. If any original construction or uses of any common areas encroaches upon any townhouse, then an easement appurtenant to such common area to the extent of such encroachment shall exist so long as such encroachment shall exist. As used herein, the term "original construction" shall also be deemed to include any settlement, moving or shifting of such construction subsequent to the completion of construction.

(d) Whenever sanitary sewer, water, electricity, cable television, telephone lines or connections are installed within the property, which connections or lines or any portions thereof lie in or upon townhouses or lots owned by other than the owner of a townhouse served by said lines or connections, the owner of any house served by said connections shall have the right and is hereby granted an easement to the full extent necessary therefor to enter upon such house or houses and lot or to have the utility companies enter upon the houses or lots on the properties in or upon which said connection or lines or any portions thereof lie or are located, to repair, replace and generally maintain said connections as and when the same may be necessary. Whenever sanitary sewer, water, electricity, cable television or telephone lines or connections are installed within the property, which connection or lines serve more than one (1) house, the owner of each such house served by said connection and lines shall be entitled to the full use and enjoyment of such portions of said connections and lines as services his house and such owners shall be jointly and equally responsible for the maintenance or repair of any jointly used connections aforementioned.

(e) The Declarant, its successors and assigns hereby reserve and there is hereby granted to Declarant, its successors and assigns, an easement for ingress and egress and for sewer, water, electricity, telephone, cable television and similar facilities over, across, under, in and to all areas for the furnishing of such benefits and services to those lands described in Exhibit "A" attached hereto. Said easement shall also include the right to use such roadways and pathways as are located upon the property.

4. NUISANCES: No noxious or offensive activities shall be carried on, in, upon or around any house or in the common areas nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the remaining homeowners or any of them or which shall in any way interfere with the quiet enjoyment of each of the homeowners of his respective house or which shall in any way increase the rate of insurance for the property.

5. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any property at any time as a residence, either temporarily or permanently; provided, however, Declarant may maintain offices or storage facilities during construction.

6. LAWFUL USE: No immoral, improper, offensive or unlawful use shall be made of the property or any part of it. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the property shall be observed.

7. PET RULES: No animals, livestock, horses 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. No dogs shall be allowed on the entire premises unless on leash and attended by owner or other person. No dogs are permitted to be staked or chained anywhere on the premises and left unattended.

OR1012PG 70

The owners of Units 1, 2, 3, and 4, shall be jointly responsible for all costs of maintenance of and repairs to the parking areas as shown on those areas crosshatched on Exhibit "A", attached hereto.

IN WITNESS WHEREOF, the Declarant has hereunto set his hand and seal, this the 20 day of November, 1981.

W. M. Jaus
WITNESS

D. E. Billingsley
D. E. BILLINGSLEY

X Manner King
WITNESS
STATE OF FLORIDA

COUNTY OF LEON

The foregoing Declaration of Restrictive Covenants was acknowledged before me this 20 day of November, 1981, by D. E. BILLINGSLEY.

W. M. Jaus
NOTARY PUBLIC



My Commission Expires: 8-11-85
85


OR1012PG 71

A LEGAL DESCRIPTION

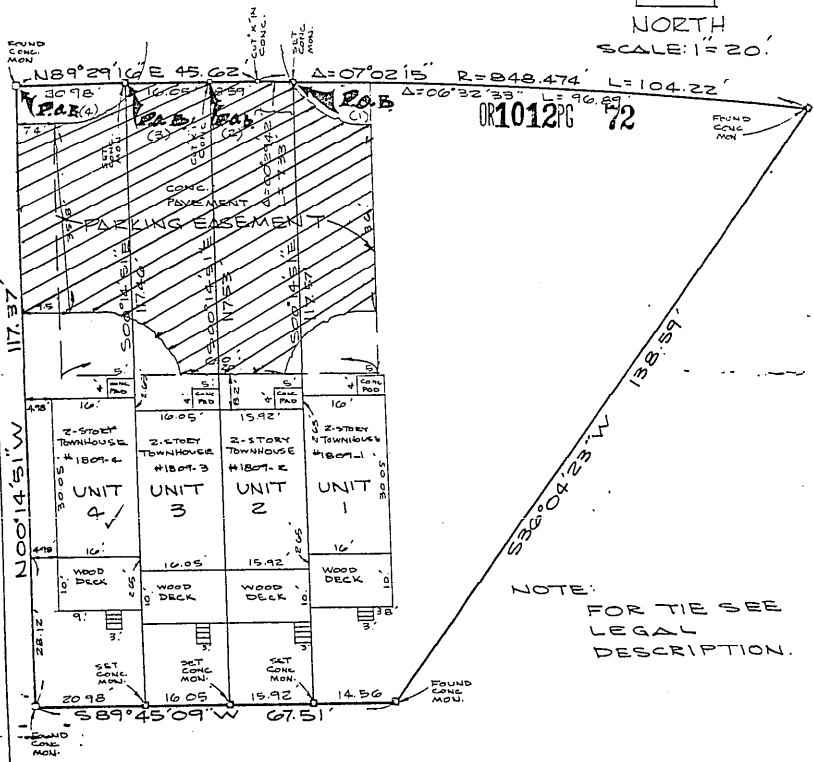
of
Lot 1, Townhouses for D. E. Billingsley

AE81-345

Commence at the Southwest corner of Lot "C" of Bernard's Survey of September 15, 1887, of Lots in Section 22, Township 1 North, Range 1 West, as Recorded in Deed Book "BB", Page 591, of the Public Records of Leon County, Florida. Thence run North (Bearing Base) 476.82 feet; thence run North $86^{\circ} 12' 52''$ East 251.89 feet; thence run South $89^{\circ} 19' 49''$ East 210.00 feet; thence run South $89^{\circ} 13' 46''$ East 32.36 feet; thence run South $89^{\circ} 17' 38''$ East 155.75 feet; thence run South $89^{\circ} 17' 38''$ East 197.89 feet; thence run North 175.78 feet; thence run North $89^{\circ} 45' 09''$ East 202.95 feet to the POINT OF BEGINNING; thence run North $00^{\circ} 14' 51''$ West 117.37 feet to the South right-of-way line of Hartsfield Road; thence run North $89^{\circ} 29' 16''$ East 45.62 feet to a point of curve to the right with a radius of 848.474 feet with an interior angle of $07^{\circ} 02' 15''$; thence run along said curve an arc distance of 104.22 feet; thence leaving South right-of-way line of Hartsfield Road, run South $36^{\circ} 04' 23''$ West 138.59 feet; thence run South $89^{\circ} 45' 09''$ West 67.51 feet to the POINT OF BEGINNING: containing .294 acres more or less.


ALLEN NOBLES
Registered Land Surveyor
Florida Certificate No. 3562

HARTSFIELD ROAD



NOTE:
FOR TIE SEE
LEGAL
DESCRIPTION.

UNITS 1 THRU 4

BARRETT, DAFFIN & CARLAN INC.
ARCHITECTS ENGINEERS PLANNERS SURVEYORS

P.O. DRAWER 12339 TALLAHASSEE, FLORIDA 32308 P.O. DRAWER 12526 PENSACOLA, FLORIDA 32573

DESCRIPTION: PLAT OF UNITS FOR DON BILLINGSLEY

SEC _____ TWP _____ RNG _____ RECORDED _____ BOOK _____ PAGE _____

DATE OF PLAT 11, NOV 1981 I hereby certify the survey shown herein to be true and correct to the best of my knowledge and belief.

DATE OF SURVEY 12, NOV 1981

F.B. 82 PAGE 59

SCALE 1" = 20'

NOT VALID
UNLESS EMBOSSED
WITH SEAL

RECERTIFIED _____
FILE NO. _____