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RESTRICTIVE COVENANTS FOR SYLVAN HILLS

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RECORDED IN THE PUBLIC
RECORDS OF LEON CO., FLA.
MAY 19 1 40 PM 1982
PAUL F. HARTFIELD
CLERK OF CIRCUIT COURT

KNOW ALL MEN BY THESE PRESENTS: THAT TIMOTHY J. O'BRIEN and J. K. PEDDIE, JR., owners in fee simple of all the lots in Sylvan Hills, a subdivision as per map or plat thereof recorded in Plat Book 9, Page 6, of the public records of Leon County, Florida, desiring to restrict the use and occupancy of all the lots owned by them in said subdivision of the purpose of enhancing the preserving their value and for the benefit of present and future owners of property in said subdivision, do hereby impose upon the real property comprising Sylvan Hills the following covenants and restrictions to run with the land and which shall be binding upon all persons claiming by, through or under them.

1. LAND USAGE AND BUILDING TYPE. Said lots shall be used for residential purposes only, and no buildings at any time situated on any said lots shall be used for business, commercial, amusement, charitable, professional or manufacturing purposes, except that nothing herein contained shall be construed as prohibiting said owners from constructing water and sewage lines and pumping plants, utility services and drainage structures on any of said lots not conveyed by said owners to a subsequent purchaser. No residence, garage or other buildings constructed on any of said lots shall be used for the purpose of renting rooms therein or as a boarding house, hotel, tourist court or motor court.

2. DWELLING SIZE. No residence building shall be erected or allowed to occupy any portion of any lot of said subdivision unless the ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 720 square feet for a single family home, or not less than 1200 square feet for two or more family units.

3. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line than 15 feet, nor nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that the total side yard setbacks for each lot will be not less than 15 feet. The lot coverage of all buildings on a lot cannot exceed 40% (forty percent) of the lot area, and all buildings are limited to 35 feet in height. For the purpose of this covenant, eaves, steps and open porches shall not be considered as 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 or recorded easement.

4. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area less than 8,500 square feet with a minimum average width of 70 feet.

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

6. FENCES. No fence shall be erected on any lot nearer to the front line than the rear of the structure erected on said lot and such fence shall be conventional design and shall be maintained to keep up the appearance of the neighborhood.

7. ERECTION OF BUILDINGS. All buildings placed on any of the tracts herein described shall be erected by licensed contractors of Leon County, Florida pursuant to plans approved by the Architectural Control Committee.

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8. BUILDING CONTROL. No building will be erected that does not meet the requirements of the "Southern Standard Building Code - Coastal Regions" and no building or addition will be erected without a building permit and construction inspection by the City of Tallahassee Building Department.

9. ARCHITECTURAL CONTROL COMMITTEE.

a. Membership. The Architectural Control Committee is composed of Timothy J. O'Brien of Tallahassee, Florida and J. K. Peddie, Jr. of Tallahassee, Florida and a third party to be appointed by majority of the owners whose property is restricted by these covenants. 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.

b. Procedure. The committee's approval, disapproval, or waiver 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. At least ten 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 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 materials and such samples of building materials proposed to be used as the Architectural Control Committee shall specify and require.

10. ARCHITECTURAL CONTROL. No building, fence, wall or other structure 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 harmony of external design and location in relation to surrounding structures and topography by the 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 lot grading 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 the Developer of said land or contiguous lands.

11. ADDITIONAL EASEMENTS. The five foot area immediately surrounding each building shall be reserved non-exclusively as an easement for the installation and maintenance of utilities of all kinds. The five foot area immediately adjacent to each side lot line and the rear property line of each lot shall also be reserved as a non-exclusive easement for the installation and maintenance of utilities of all kinds. A five foot area immediately in front of each building and extending from side lot line to side lot line shall also be reserved as a non-exclusive easement for the installation and maintenance of utilities of all kinds. The rear and side easements may also be used by any interior unit owner on such lot for access for refuse disposal. Utilities shall include, but not be limited to, power, water, telephone and cable television. All utility installations shall be underground and the area shall be restored to its original condition after

any installation or maintenance.

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12. ADDITIONS AND OUTBUILDINGS. No walls, fences and other outbuildings or additions to any of the buildings shall be erected by the owners of any of the property in said subdivision without a building permit issued by the City of Tallahassee Building Department, and such walls, fences and other outbuildings or additions to the dwelling shall be erected according to the plans and specifications approved by the Architectural Control Committee.

13. EASEMENTS. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Pedestrian, utility and drainage easements for passage on the recorded plat will not be blocked in any way, and no shrubbery, fences or buildings will encroach upon said easements. The owners of the lots subject to such easements shall acquire no right, title or interest in any utility or drainage facility constructed thereon.

14. NUISANCES. No noxious or offensive activity, either by sight, noise or odor, 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 or tend to either damage or destroy either private or public property. No vehicles may be disassembled, junked or worked on while on any property affected by these restrictions.

15. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that not more than a total of two dogs, cats and other household pets may be kept fenced or on leash. No animal of any kind may be kept, bred or maintained for any commercial purpose. No kennel or similar structure may be maintained for the keeping of hunting dogs or similar activity.

16. WATER SUPPLY. No individual water supply system of any type shall be permitted on any lot. All houses constructed on any lot will be required to be served by the City of Tallahassee.

17. SEWAGE DISPOSAL. All dwelling units will be required to be served by the City of Tallahassee Sewage Collection System.

18. PARTY WALLS.

a. General Rules of Law to Apply. Each wall which is built as a party of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply hereto.

b. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

c. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

d. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

e. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be

appurtenant to the land and shall pass to such Owner's successors title.

f. Arbitration. In the event of any dispute 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.

19. DURATION OF COVENANTS. These covenants are to run with the land and shall be binding on all persons claiming under them for a period of thirty (30) years from the date the covenants are recorded, after which time said covenants shall be automatically extended for a successive period of ten (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.

20. RESPONSIBILITIES. Each owner shall refrain from any act or use of his lot which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No noxious, offensive or illegal activity shall be carried on upon any lot. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever no shall any substance, thing or material be kept upon any lot which will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No trash, rubbish, stored material, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other debris for pickup by garbage and trash removal service units.

21. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against person or persons violating or attempting to violate any covenant herein, either to restrian violation of said covenants or to recover damages.

22. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

23. VIOLATIONS. If any person shall violate or attempt to violate any of the restrictions herein, it shall be lawful for any other person or persons owning any real property which is subject to this Declaration of Restrictions to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions either to prevent him or them from so doing or to recover damages for such violations.

24. ATTORNEY'S FEES. Should legal action be necessary to enforce these restrictions or restrain their violation, the successful party therein shall be entitled to costs and reasonable attorney's fee.

IN WITNESS WHEREOF, the owners have caused these Restrictive Covenants to be executed on this 10 day of MARCH, 1982.

WITNESSES:

Dorcas E. O'Brien
Kenneth W. Jones
Dorcas E. O'Brien
Kenneth W. Jones

Timothy J. O'Brien
Timothy J. O'Brien
J. K. Peddie, Jr.
J. K. Peddie, Jr.

STATE OF FLORIDA
COUNTY OF LEON

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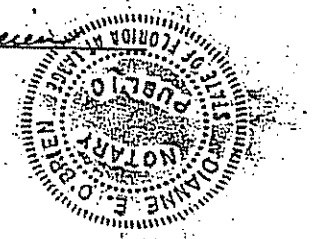
I HEREBY CERTIFY, that on this day personally appeared before me,
an officer duly authorized by law to administer oaths and take
acknowledgments, TIMOTHY J. O'BRIEN and J. K. PEDDIE, JR, to me known to be
the persons named in and who executed the foregoing Restrictive Covenants
for Sylvan Hills and they acknowledged before me that they executed the same
freely and voluntarily for the purposes therein set forth.

WITNESS my hand and official seal at Tallahassee, County of Leon,
and State of Florida, this 10 day of MARCH, 1982.

My Commission Expires: 1-13-84
Notary Public, State of Florida of Largo
My Commission Expires Jan. 13, 1984
Renewed 11/27/83

1-13-84 Dianne E. O'Brien

NOTARY PUBLIC



Prepared by:

Taylor Moore

Greg Harris

LAW OFFICES

Moore & Harris

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