

JAN 9 4 14 PM 1981

DECLARATION OF RESTRICTIONS

A. THIS DOCUMENT IS NOTED
PAGE 495 OF 495 FILED
CLERK OF COURT

KNOW ALL MEN BY THESE PRESENTS that DUVAL FIRST CORPORATION, a corporation organized and existing under the laws of the State of Florida, being the owner of HUNTINGTON WOODS, UNIT II, PHASE I, a subdivision located in Leon County, Florida, and more particularly described as follows:

A portion of Section 16, Township 1 North, Range 1 West,

Commence at the Northeast corner (also the most Northerly Corner) of Lot 53, Block "C" of Huntington Woods, Unit I, a Subdivision as per Map or Plat thereof recorded in Plat Book 7, Page 25, of the Public Records of Leon County, Florida, and run thence North 00 degrees 04 minutes 38 seconds West 59.82 feet to the point of beginning and to the North-easterly Boundary of said Huntington Woods, Unit I, said Northeasterly Boundary also being the centerline of a 100.00 foot drainage easement;

From said point of beginning run thence Northwesterly along said Northeasterly Boundary and said centerline as follows: North 57 degrees 09 minutes 06 seconds West 624.84 feet; Thence North 46 degrees 14 minutes 57 seconds West 471.82 feet; Thence North 62 degrees 30 minutes 57 seconds West 187.35 feet; Thence North 25 degrees 54 minutes 00 seconds West 189.54 feet; Thence North 06 degrees 46 minutes 49 seconds West 130.92 feet; Thence North 62 degrees 52 minutes 22 seconds West 210.27 feet; Thence North 74 degrees 29 minutes 54 seconds West 114.39 feet; Thence leaving said Northeasterly Boundary and said centerline run North 07 degrees 52 minutes 43 seconds East 50.00 feet; Thence North 17 degrees 01 minutes 16 seconds East to a point on a curve concave to the Easterly; Thence Northerly along said curve with a radius of 786.33 Ft., thru a central angle of 14 degrees 41 minutes 25 seconds for an arc distance of 201.61 feet (The chord of said arc being North 22 degrees 52 minutes 42 seconds East 201.06 feet); Thence South 59 degrees 46 minutes 37 seconds East 60.00 feet; Thence North 30 degrees 13 minutes 23 seconds East 12.02 feet; Thence South 64 degrees 32 minutes 38 seconds East 150.51 feet; Thence South 58 degrees 15 minutes 37 seconds East 228.94 feet; Thence North 46 degrees 16 minutes 51 seconds East 17.79 feet; Thence South 35 degrees 58 minutes 15 seconds East 176.72 feet; Thence South 40 degrees 41 minutes 31 seconds West 105.12 feet; Thence South 39 degrees 19 minutes 27 seconds East 158.37 feet; Thence South 41 degrees 45 minutes 46 seconds East 60.00 feet; Thence South 47 degrees 04 minutes 17 seconds East 151.79 feet; Thence North 42 degrees 14 minutes 00 seconds East 166.95 feet; Thence North 61 degrees 15 minutes 08 seconds East 258.96 feet; Thence North 00 degrees 30 minutes 00 seconds West 126.12 feet; Thence North 48 degrees 11 minutes 49 seconds East 26.13 feet; Thence South 82 degrees 19 minutes 08 seconds East 940.26 feet; Thence South 00 degrees 19 minutes 44 seconds East 687.75 feet; Thence South 89 degrees 34 minutes 07 seconds West 17.51 feet; Thence South 59 degrees 41 minutes 29 seconds West 262.94 feet; Thence North 30 degrees 18 minutes 31 seconds West 100.08 feet to a point of curve to the right; Thence Northerly along said curve with a radius of 30.01 feet, through a central angle of 89 degrees 58 minutes 42 seconds for an arc distance of 47.13 feet; Thence South 59 degrees 41 minutes 29 seconds

West 120.00 feet to a point on a curve concave to the Southwesterly; Thence Easterly along said curve with a radius of 30.00 feet, through a central angle of 90 degrees 01 minutes 18 seconds for an arc distance of 47.12 feet (The chord of said arc being South 75 degrees 18 minutes 31 seconds East 42.42 feet); Thence South 30 degrees 18 minutes 31 seconds East 100.03 feet; Thence South 59 degrees 41 minutes 29 seconds West 246.02 feet; Thence South 30 degrees 04 minutes 24 seconds West 207.47 feet; Thence South 88 degrees 41 minutes 50 seconds West 76.13 feet to the point of beginning.

Containing 37.40 acres, more or less. (See map attached Exhibit "A").

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 securing 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 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.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than THIRTY THOUSAND (30,000.00) 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 quality 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 600 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 or attached Exhibit "A". 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 five 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, eaves, 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 what is required by the zoning set by the Tallahassee Area Planning Commission.

6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, or later recorded if Recorded by Successor in Title. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or 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. The Pedestrian Easement on the rear of Lot 9 through 14, Block "G"

and lots 3 through 7, Block "I", are restricted to a Pedestrian Traffic only and no structure of any kind shall be erected across said easement which may obstruct it's use. The Pedestrian Easement will be maintained by the owner of said lot.

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 seven 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. A permanent lighted entrance sign of not more than _____ square feet will be furnished by Developer. The sign will be installed within the median break on Huntington Woods Boulevard.

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. GARBAGE 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 water supply 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 and Architectural Control Committee.

14. SIGN 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.

15. MEMBERSHIP. The Architectural Control Committee will be the Secretary, Vice President and President of Duval First Corporation. 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. The then record owners of 75% 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.

16. 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.

17. 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.

18. 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.

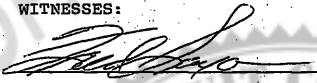
19. SEVERABILITY. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

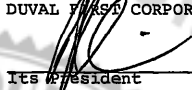
IN WITNESS WHEREOF, We have set our hand and seals this

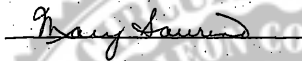
9th day of January, 1981.

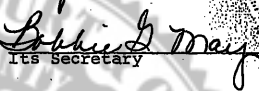
WITNESSES:

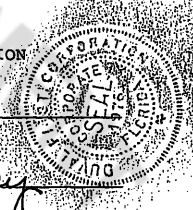
DUVAL FIRST CORPORATION




Its President




Its Secretary



(Corporate Seal)

STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this 9th day of January 1981, before me personally appeared Ralph J. Collins and Bobbie G. May, respectively, President and Secretary of DUVAL FIRST 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 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 is the act and deed of the corporation.

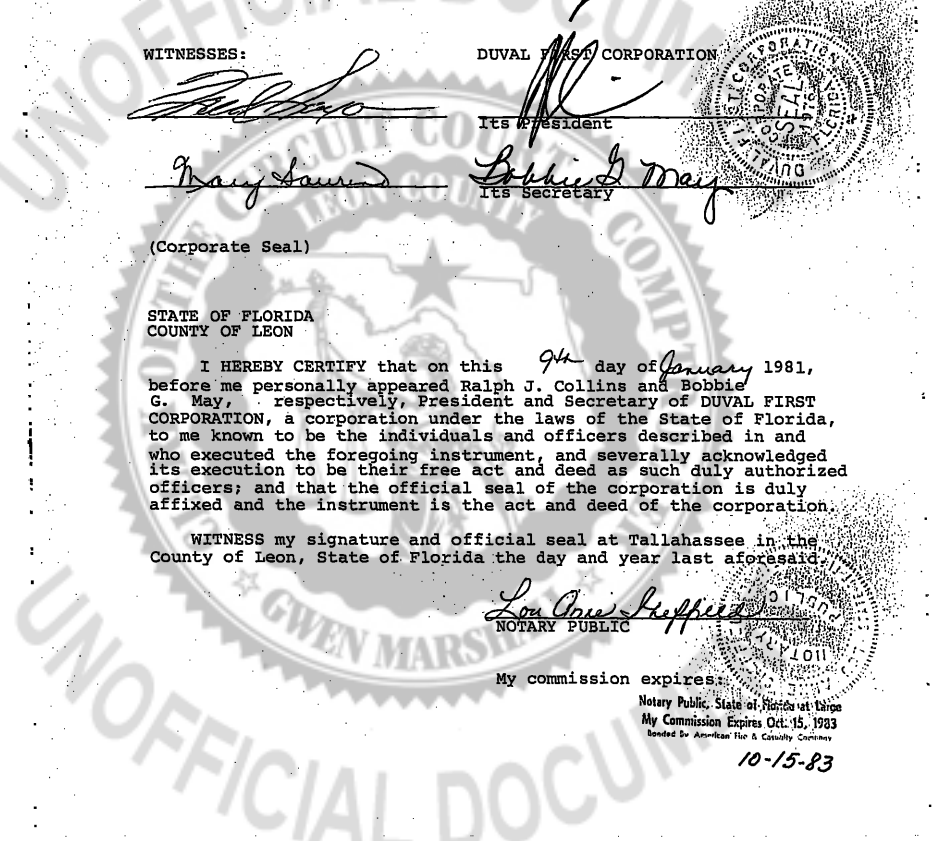
WITNESS my signature and official seal at Tallahassee in the County of Leon, State of Florida the day and year last aforesaid.


NOTARY PUBLIC

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 15, 1983
Bonded by American Title & Casualty Company

10-15-83





BARRETT DAFFIN AND CARLAN, INC.
REGISTERED PROFESSIONAL ENGINEERS, PLANNERS AND ARCHITECTS
POST OFFICE BOX 11220 - TAMPA, FLORIDA 33611



CURVE RETURN DATA:

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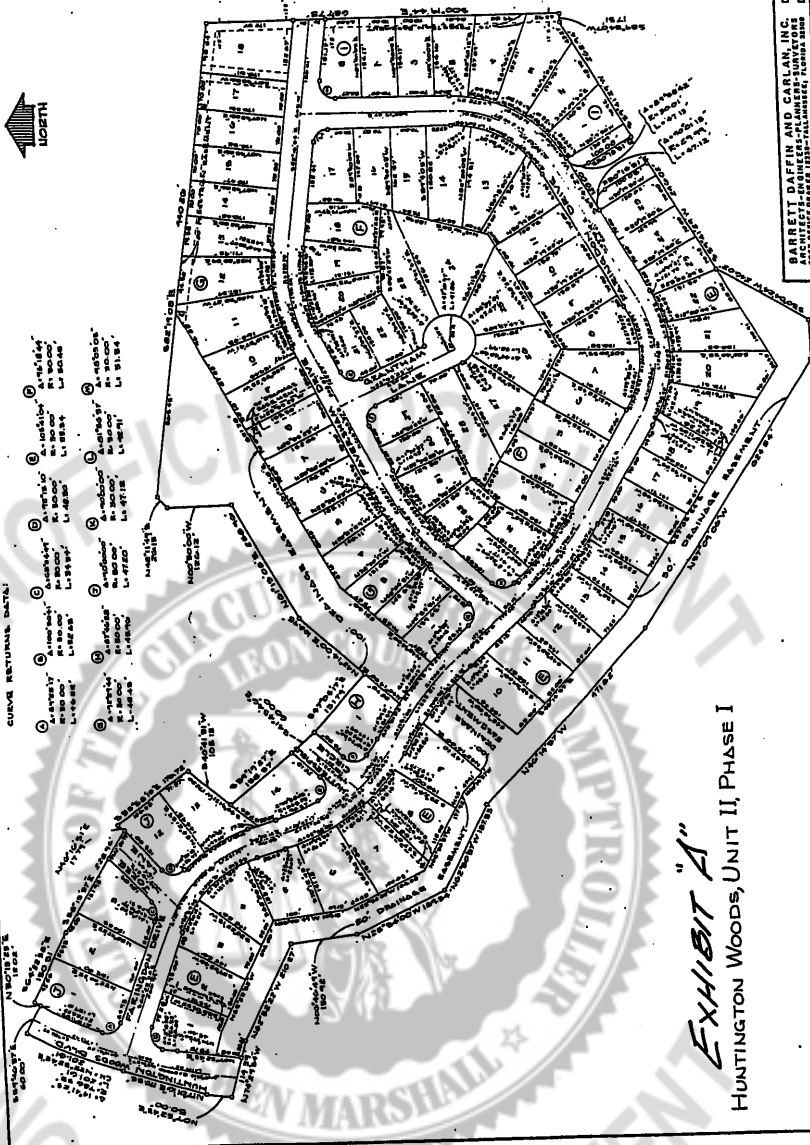


EXHIBIT "A"
HUNTINGTON WOODS, UNIT II, PHASE I