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PAUL E. HARTSFIELD
CLERK OF CIRCUIT COURT

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DECLARATION OF DEED RESTRICTIONS

STATE OF FLORIDA,
COUNTY OF LEON:

KNOW ALL MEN BY THESE PRESENTS, That this Declaration of Restrictions, made and entered into on this 13th day of December, A. D., 1978, by JOSEPH E. PACE, JR., a Florida Resident, hereinafter referred to as Developer,

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article I of this Declaration and desires to create thereon a residential neighborhood that combines the advantages of urban and rural qualities of living for the benefit of the said neighborhood; and,

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said neighborhood; and, to this end, desires to subject the real property described in Article I to the restrictions hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW THEREFORE, the Developer declares that the real property described in Article I is and shall be held, transferred, sold, conveyed and occupied subject to the restrictions (sometimes referred to as "deed restrictions") hereinafter set forth.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Leon County, Florida, and is more particularly described as follows:

PREPARED BY:

JOSEPH E. PACE
1280 Timberlane Road
Tallahassee, Florida

SEE ATTACHED EXHIBIT "A"

ARTICLE II
DEFINITIONS

The following words when used in this Declaration shall have the following meanings:

(a) "Living Area" shall mean and refer to those heated and/or air conditioned areas which are completely finished as living areas and which shall not include garages, carports, porches, patios, or storage areas.

(b) "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map of the properties described in Article I, herein.

(c) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated

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upon the properties but not withstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(d) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration.

ARTICLE III

GENERAL PROVISIONS

Section 1. Duration. These restrictions shall run with and bind the land, and shall insure to the benefit of and be enforceable by the several owners of record of these properties, acting individually or in concert, their legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds of the lots recorded, agreeing to change said restrictions in whole or in part, provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Enforcement. Enforcement of these restrictions shall be by any proceeding at law or in equity against any person violating or attempting to violate any restriction, either to restrain or to recover damages; and failure by any Owner to enforce any restriction herein con-

tained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 4. Land Use and Building Type. No lot shall be used for commercial purposes. No lot shall be used except for residential and/or agricultural purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than single family dwellings, guest houses, household servant quarters, private stables and kennels, greenhouses, and customary accessory uses and structures, including private garages, clearly incidental to one or more permitted uses and structures.

Section 5. Temporary Structures. Except in the event of a temporary emergency, no structure of a temporary character, trailer, tent, or shack shall be used on any property any any time as a residence either temporarily or permanently.

Section 6. Lot Size and Width. No dwelling shall be erected or placed on any lot having an area of less than two and one-half ($2\frac{1}{2}$) acres; nor shall any dwelling be erected or placed on any lot having a width of less than 150 feet or a depth of less than 300 feet.

Section 7. Dwelling Quantity and Size. The ground floor area of the main structure, exclusive of one-story porches, garages, carports, and patios shall not be less than 1,800 square feet of living area, for a

one-story dwelling, In the event the dwelling is to contain more than one story, the ground floor must contain not less than 1,200 square feet; the total square footage must exceed or equal that of the required one-story dwelling.

Section 8. Building Location.

(a) No building shall be located on any lot nearer than 40 feet to the front lot line or nearer than 20 feet to a side lot line or nearer than 50 feet to the rear lot line.

Section 9. Livestock and Poultry. No swine or poultry of any kind shall be raised, bred, or kept on any lot and no animals, livestock, or poultry of any kind shall be kept, bred, or maintained on any lot for any commercial purposes.

Section 10. 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.

IN WITNESS WHEREOF, said Developer has caused this instrument to be signed in his name this 13th day of December, A. D., 1978.

Paul J. Hawks
Witness

W. J. Lane
Witness

Joseph E. Page, Jr.
Joseph E. Page, Jr.

LEON COUNTY, FLORIDA:
SWORN TO AND SUBSCRIBED before me this

1978 day of December

Notary Public, State of Florida at Large
My Commission Expires Feb. 17, 1980
Bonded by American Fire & Casualty Co.
Commission expires

2-17-80

W. J. Lane
Notary Public



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EDWIN G. BROWN
REGISTERED LAND SURVEYOR
Court House Square

P. O. BOX 625
CRAWFORDVILLE, FLORIDA 32327

OFFICE 928-3016
RESIDENCE 576-3009

December 6, 1978

DR. JOSEPH PACE

80.327 ACRE TRACT

Commence at the Southeast corner of the Southwest quarter of Section 19, Township 2 North, Range 2 East, Leon County, Florida and thence run North 89 degrees 10 minutes 40 seconds West along the South boundary of said Section 19 a distance of 912.15 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run thence North 89 degrees 00 minutes 42 seconds West along the South boundary of said Section 19 a distance of 1141.40 feet to a concrete monument, thence run North 10 degrees 02 minutes 14 seconds East 525.96 feet to a concrete monument, thence run North 89 degrees 10 minutes 50 seconds West 661.03 feet to a point on the Easterly right-of-way boundary of the Bradfordville to Centerville Road, thence run North 00 degrees 22 minutes 32 seconds East along said right-of-way boundary 1277.97 feet, thence run North 13 degrees 52 minutes 51 seconds West along said right-of-way boundary 477.66 feet to the intersection of said Easterly right-of-way boundary and a projection thereof with the centerline of the Centerville to Pisgah Church Road, thence run Easterly along said centerline as follows: North 68 degrees 02 minutes 40 seconds East 92.90 feet, thence run South 88 degrees 39 minutes 20 seconds East 348.00 feet, thence run South 82 degrees 09 minutes 50 seconds East 692.95 feet, thence run South 80 degrees 43 minutes 20 seconds East 704.18 feet, thence leaving said centerline run South 00 degrees 02 minutes East 2107.26 feet to the POINT OF BEGINNING containing 80.327 acres, more or less.

The North 1906.76 feet of the Easterly 15.00 feet of the above described property being subject to an access easement.

Edwin G. Brown
EDWIN G. BROWN

Registered Florida Land Surveyor, No. 2919

78-119

EXHIBIT "A"