

434

STATE OF FLORIDA
COUNTY OF GADSDEN

RESTRICTIVE COVENANT

PART A. PREAMBLE:

THIS INDENTURE made and entered into by and between C. S. Dunn and Lee Sherwood, a partnership, for themselves, their heirs, and assigns, and the purchaser or purchasers of lots in Dunn's Addition to the Town of Chattahoochee according to a plat thereof on file in Plat Book One in the Records of Gadsden County, at Quincy, Florida, in the office of the Clerk of the Circuit Court.

WHEREAS, C. S. Dunn and Lee Sherwood, a partnership, has had platted and subdivided into lots and streets Dunn's Addition to the Town of Chattahoochee, County of Gadsden and State of Florida, as shown by the Plat of said land recorded in Plat Book One in the Office of the Clerk of Circuit Court of Gadsden County, State of Florida and desire to place certain restrictions on the use of said property as to size of dwellings, cost of dwellings and other related matters, and in order to properly restrict said property do hereby covenant and agree as follows:

PART B. AREA OF APPLICATION:

B-1. FULLY-PROTECTED RESIDENTIAL AREA: The residential area covenants in Part C in their entirety shall apply to the entire subdivision.

PART C. RESIDENTIAL AREA COVENANTS:

C-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 three cars.

C-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 provided in Part C as to quality of workmanship and materials. harmony of external

133

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. Approval shall be as provided in Part D.

C-3. DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot at cost of less than \$8,000.00 based upon cost levels prevailing at the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and material 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 1,000 square feet for a one-story dwelling, nor less than 800 square feet on the ground or bottom floor for a dwelling of more than one story.

C-4. BUILDING LOCATION: No building shall be located on any lot nearer than 40 feet to the front lot line or nearer than 15 feet to the side lot line or side street line or interior lot line except that minimum 10 feet side yard shall be required for a garage or other permitted accessory building located 40 feet or more from the front lot line. No dwelling shall be located on any lot nearer than 10 feet to the rear lot line. For the purpose of this covenant, conventional eaves, steps, and open porches shall not be considered as a part of a building, provided, however; that this shall not be constructed to permit any portion of a building, on a lot to encroach upon another lot.

C-5. LOT AREA AND WIDTH: No lot in Dunn's Addition to the Town of Chattahoochee shall be divided or sold, traded, devised or bequeathed in part.

C-6. EASEMENTS: Easements and right-of-ways needed to install and maintain an electrical distribution system, a gas distribution system, a water distribution system and a sewage system throughout

C-7. NUISANCE: No noxious or offensive activities 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.

C-8. TEMPORARY STRUCTURE: No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other out buildings shall be used on any lot of any time as a residence either temporary or permanently.

C-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 4 square feet, and/or one sign of not more than 8 square feet advertising the property for sale or rent, nothing contained herein shall apply to signs used by builder to advertise the property during the construction and initial sales period.

C-10. OIL AND MINING OPERATIONS: No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, (except domestic oil tanks), tunnels, mineral excavations or shafts be permitted upon nor 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.

C-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 purpose.

C-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 of, or disposal of such material shall be kept in a clean and sanitary condition.

C-13. SIGHT DISTANCE AT INTERSECTION: No fence, wall, hedge or shrub planting which will obstruct sight lines at elevations between 2 feet and 12 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

117

15 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 limitation shall apply on any lot within 15 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 distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

PART D. ARCHITECTURAL CONTROL COMMITTEE:

D-1. MEMBERSHIP: The architectural control committee is composed of:

C. S. Dunn

Dan W. D'Alemberte

Russel Rodgers

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 in Dunn's Addition shall have the power through a duly recorded written instrument to change the membership of the committee.

D-2. PROCEDURE: The committee's, or its designated representative'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 20 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 covenant shall be deemed to have been fully complied with.

PART E. GENERAL PROVISIONS:

E-1 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 20 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive five periods of ten (10) years unless an instrument signed by a

E-2. 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.

E-3. SEVERABILITY: Invalidity of any one of these covenants by judgment or court order shall be in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF the said C. S. Dunn and Lee Sherwood, for their partnership have affixed their names and seals on this day of November, 1963.

WITNESS:

C. S. DUNN and LEE SHERWOOD,
a partnership

John M. Gilchrist
Dick Walamberto

Lee Sherwood
Lee Sherwood

By: C. S. Dunn
C. S. Dunn

C. S. Dunn
C. S. Dunn
for himself

Patricia B. Sherwood
Patricia B. Sherwood

By: C. S. Dunn
C. S. Dunn

Eunice B. Dunn
Eunice B. Dunn
for herself

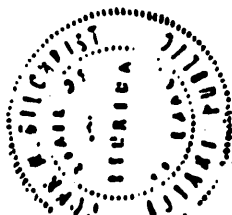
STATE OF FLORIDA
COUNTY OF GADSDEN

I, the undersigned, a Notary Public in and for said State and County, hereby certify that C. S. Dunn and Eunice B. Dunn, his wife whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this date, that, being informed of the contents of this instrument, they executed the same voluntarily on this 21st day of November, 1963.

Witness my hand and official seal this 21st day of November, 1963.

John M. Gilchrist
Notary Public

Notary Public State of Florida at Large
My Commission Expires April 2, 1966



NOV 21 1963
Filed _____ No. 17212
Recorded in the records Gadsden
County, Florida and verified by
Sandra Bess, Clerk Circuit Court