

RESTRICTIVE COVENANTS

OR1187PC 294

This Declaration of Restrictive Covenants, made and published this 14th day of Nov., 1985, by Associated Mortgage Investors, a Massachusetts Business Trust, authorized to do business in the State of Florida, with its principal place of business being in Tallahassee, Leon County, Florida.

WITNESSETH:

Whereas, Associated Mortgage Investors is the owner of subdivision known as The Antlers, being a subdivision of land lying and situate in Leon County, Florida, more fully described as:

The Antlers, a subdivision lying and being in Section 19 & 20, Township 1 North, Range 2 East and Recorded in the Official Records of Leon County in Plat Book 9, Page 62;

Whereas, it is to the interest, benefit and advantage of Associated Mortgage Investors and to each and every person who shall hereafter purchase any lot in said subdivision that certain protective covenants governing and regulating the use and occupancy of 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 Associated Mortgage Investors and each and every subsequent owner of any of the lots in said subdivision, Associated Mortgage Investors does hereby set-up, establish, promulgate, and declare the following restrictions to apply to all the lots and all the persons owning said lots, or any of them, hereafter. These restrictions shall become effective immediately and run with the land and be binding upon all persons deraigning title through Associated Mortgage Investors during the lifetime of these restrictions.

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

single-family dwelling. An approved utility shed may be placed on a residential lot.

OR1187PC 295

2. Architectural Control. No building or utility shed 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 structure(s), and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or located on any lot until same has been approved by the Architectural Control Committee. Approval shall be as provided in item number 18 below.

3. Dwelling Size. (a.) Lots 20-41 inclusive Blk B - No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of porches and garages, shall contain 1800 square feet for a one-story dwelling and at least 1000 square feet on the ground floor, exclusive of porches and garages, for dwellings of more than one-story.

(b.) The remainder of the lots in the subdivision - No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of porches and garages shall contain 1500 square feet, for a one-story dwelling and at least 800 square feet on the ground floor, exclusive of porches and garages, for dwellings of more than one-story.

4. Building Location. No dwelling shall be erected on any lot nearer than 30 feet to any street, 5 feet to an interior lot line or 25 feet of the rear lot line. Any dwelling must be at least 15 feet from an existing adjacent house. For the purpose of this covenant, eaves, porches and steps shall not be considered as part of a dwelling provided, however, this shall not be construed to permit any portion of a dwelling to encroach upon another lot.

5. Garage - Carport - Driveways. No driveway shall be located within 10 feet of an interior lot line, except that a

DR1187M
296

backup, turn around pad may be located as near as 1 foot to a property line. Each dwelling shall have a functional two-car carport or one-car garage. The carport or garage shall be screened on the sides which are visible from the street which runs in front of the property in such a manner that objects located within the carport or garage shall be obscured from view from the outside. All driveways shall be constructed of concrete or "hotmix asphalt" or other substance as may be approved by the Architectural Control Committee.

6. Waiver. The Architectural Control Committee shall have the power and authority to waive such violations of building line and lot restrictions as it in its sole discretion deems reasonable and proper.

7. Re-Subdivision of Existing Lot. No lot shall be re-subdivided without first receiving the permission to do so from the Architectural Control Committee.

8. Utility Connections. All connections for utilities to dwellings, or other approved structures on lots, including but not limited to water, sewage, electricity, gas, telephone and television, shall be underground from the proper connecting points to the structure and in such a manner as to be acceptable to the governing authority.

9. Television/Radio Antennas and Satellite Receiving Stations. No lot owner shall construct, erect, or maintain any external radio or television antenna, satellite receiving station or dish, or any similar apparatus on any lot unless first approved by the Architectural Control Committee. In no event shall television or radio antenna be erected at a height in excess of 75 feet, nor shall satellite receiving stations be placed in any front yards.

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 a nuisance to the neighborhood.

DR11871C 297

11. Temporary Structures. No structure of a temporary character, no shed, shack, tent, trailer, barn, or other out-building shall be erected, constructed, permitted or maintained on any lot at any time; provided, however, this covenant shall not be deemed or construed to prevent the use of a temporary construction shed during the period of actual construction of any approved structure, nor the use of adequate sanitary toilet facilities for workmen, which shall be provided for workmen during such construction.

12. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign not to exceed 6 square feet to advertise the property for sale or lease.

13. 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 bred, kept or maintained for any commercial purposes.

14. 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.

15. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste. All garbage cans or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition, and shall be stored in a place not visible from the street when not placed for pick-up.

16. Wells - Pumps - Tanks. All wells, pumps and tanks shall be fully enclosed and obscured from view by a permanent structure.

17. Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at eleva-

DR1187PC 298

tions 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 line 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 of the intersection of a street right of way line with the edge of a driveway or alley pavement. No tree 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.

18. Architectural Control Committee.

(a.) Membership. The Architectural Control Committee initially shall be composed of 3 persons to be appointed by Associated Mortgage Investors. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the committee members nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time after Associated Mortgage Investors has sold the last lot remaining in this subdivision, the then record owners of a majority 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.

(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, approval will not be required and the related covenants shall be deemed to have been fully complied with. At least 10 days prior to the commencement of any construction, such plans and specifications shall be submitted to

the committee and shall consist of not less than the following:

- (1). Foundation plans
- (2). Floor plan of all floors OR 11877C 299
- (3). Section details
- (4). Elevation drawings of all exterior walls
- (5). Roof plan
- (6). Plot plan showing
 - (i). Location and orientation of all buildings.
 - (ii). Trees which are 9 inches or more in diameter at breast height.
 - (iii). Other structures and improvements.
 - (iiii). All building restriction lines.
- (7). A description of materials to be used and samples of such materials if required by the committee.

No building, dock, wall, fence or other structure shall be placed, erected or altered on any lot until the construction plans and specifications and a plan showing a location of the structures have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external designs with existing structures, and location with respect to topography and finished grade elevation. The exterior structure materials used on dwellings must be specifically approved in writing by the Architectural Control Committee.

19. Term and Amendments. 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 25 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 in writing signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

During the first 25 years of the duration of these restrictive covenants, they may be amended by an instrument in writing executed by 75% of the then lot owners and recorded in the Public

Records of Leon County, Florida. The Amendment may amend the restrictive covenants in whole or in part. **OR1187PC 300**

20. 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 violating or to recover damages.

21. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

In witness whereof, the said Associated Mortgage Investors has caused these presents to be executed in its name and its corporate seal affixed the date and year first written above.

WITNESSES:

James R. Guerin
Cynthia W. Cottrell

ASSOCIATED MORTGAGE INVESTORS

By: Richard L. Pelham
Richard L. Pelham, President



State of Florida

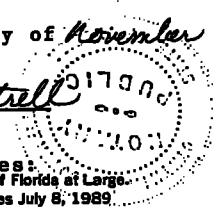
County of Leon

BEFORE ME, the underside authority, personally appeared Richard L. Pelham, as President, known to me to be the person in and who executed the foregoing and acknowledged before me that he executed the same.

SWORN TO and subscribed before me this 14th day of November 1985.

Cynthia W. Cottrell
Notary Public

My Commission Expires:
Notary Public, State of Florida at Large.
My Commission Expires July 8, 1989.



Prepared by:

James R. Guerin, Esq.
3045 Tower Court
Tallahassee, FL 32303

RECORDED IN THE PUBLIC
CLERK OF CIRCUIT COURT
Dec 11 10 09 AM 1985

743180