

OFF. REC. 54 PAGE 318

**RESTRICTIVE COVENANTS ON BEACON HILL,
UNIT NO. 1, A SUBDIVISION IN LEON COUNTY,
FLORIDA, ACCORDING TO MAP OR PLAT
THEREOF APPEARING OF RECORD IN PLAT
BOOK 4, PAGE 59 OF THE PUBLIC RECORDS OF
LEON COUNTY, FLORIDA.**

KNOW ALL MEN BY THESE PRESENTS:

That M and L Development Corporation, a corporation organized and existing under the laws of the State of Florida, with its principal office and place of business in Tallahassee, Leon County, Florida, as Covenantor and owner in fee simple of Beacon Hill, Unit No. 1, a Subdivision in Leon County, Florida, according to the map or plat thereof recorded in Plat Book 4, Page 59 of the public records of Leon County, Florida, does hereby impose upon the said lands hereinabove described the following covenants and restrictions to run with the land and which shall be binding on all parties and all persons claiming under it until July 1, 2012, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change such covenants in whole or in part.

If the party hereto, or its grantors, successors or assigns, shall violate or attempt to violate, any of the covenants herein, it shall be lawful for any other person, firm or corporation, owning any real property situate in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating, or attempting to violate, any such covenants and intervening to prevent him or them from so doing, or to recover damages or other dues for such violation.

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

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 two cars.

FILE: 54 PAGE 319
REC:

2. **DWELLING COST, QUALITY AND SIZE.** No dwelling shall be permitted on any lot a cost of less than \$10,000.00 based upon cost levels prevailing on the date these covenants are recorded. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1000 square feet for a one-story dwelling, nor less than 850 square feet for a dwelling of more than one-story.

3. **BUILDING LOCATION.** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 10 feet to one side lot line or 6 feet on the other side lot line.

4. **LOT AREA AND WIDTH.** No dwelling shall be erected or placed on any lot having a width of less than 70.0 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 8,500 square feet.

5. **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.

6. **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.

7. **ARCHITECTURAL CONTROL COMMITTEE.** No building shall be placed or altered on any residential lot in the subdivision until the building plans, specifications and plot plans showing the location of such building have been approved, in writing, as to conformity and harmony of external design with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation by a committee composed of the Board of Directors of M and L Development Corporation or its successor or by a representative designated by a majority of the members of such committee.

OFF. REC. 54 310

In the event said committee or designated representative shall not within thirty days after such specifications and plot plan have been submitted to it, approve or reject such plans and specifications or plot plan, then such approval will not be required and these covenants will be deemed to have been fully complied with. 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 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.

8. **GENERAL PROVISIONS.** 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-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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. This paragraph shall apply to all of the restrictive covenants herein contained with the exception of the first numbered restrictive covenant which shall terminate twenty-five years from the date these covenants are recorded and which covenant shall not be subject to the automatic extension provided as to the other covenants in this instrument.

9. **ANIMALS.** No animals or fowl shall be kept on any lot in such subdivision except household pets.

10. **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.

11. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions

REF. 54 PAGE 311
REC. 54 PAGE 311

which shall remain in full force and effect.

12. FENCES. There shall be no fences closer to the front lot line than the building setback line.

IN WITNESS WHEREOF M and L Development Corporation has caused its corporate name to be signed and its corporate seal affixed by its duly authorized officers this 1st day of August A. D., 1962.



M & L DEVELOPMENT CORPORATION

By [Signature]
President

Attest:

[Signature]
Annie S. McAdoo,
Assistant Secretary

Signed, sealed and delivered
in the presence of:

[Signature]
[Signature]

123150

RECORDED & INDEXED
BY STAFF OF RECORDS FLA
AT THE BACK & FACE IND

1962 AUG -2 AM 10:09

AT THE TIME & DATE NOTED
PAUL F. HARTSFIELD
CLERK OF THE COURT