

OFF. REC. 685 PAGE 748

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RECORDED IN THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA IN THE YEAR 1974

APR 10 4 02 PM 1974

AT THE OFFICE OF THE CLERK OF THE COUNTY COURT OF LEON COUNTY, FLORIDA

RESTRICTIVE COVENANTS

STATE OF FLORIDA

COUNTY OF LEON

THIS DECLARATION OF RESTRICTIVE COVENANTS,

made and published this 15th day of November, 1974,

by FIRST TALLAHASSEE DEVELOPMENT CORPORATION, a Florida corporation, with its principal place of business in Tallahassee, Leon County, Florida (hereinafter referred to as OWNER)

WITNESSETH:

THAT, WHEREAS, the OWNER is the owner of the subdivision known as FOXCROFT, being a subdivision of land situate, lying and being in Leon County, Florida, and described as:

All of FOXCROFT, a subdivision as per map or plat thereof recorded in Plat Book 7, page 31A, of the Public Records of Leon County, Florida.

WHEREAS, it is to the interest, benefit and advantage of the OWNER 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 the same shall be established, set forth and declared to be covenants running with the land;

NOW, THEREFORE, for an in consideration of the premises and of the benefits to be derived by the OWNER and each and every subsequent owner of any of the lots in said subdivision, said OWNER does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said lots and to all persons owning said lots, or any of them, hereafter; these protective covenants shall become effective immediately and run with the land and shall be binding upon all persons claiming under and through the OWNER;

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provided that these covenants shall not apply to Lots one, two, three, and four of Block J, Unit One of the subdivision.

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 (2-1/2) stories in height with a maximum height of thirty-five (35) feet and a private garage for not more than three (3) cars.

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.

3. DWELLING QUALITY AND SIZE. No dwelling shall be permitted on any lot unless the heated ground floor area of the main structure shall contain at least one thousand five hundred (1,500) square feet for a one-story dwelling, exclusive of carport, garage, open porches, etc., and heated ground floor area of at least nine hundred (900) square feet for a two-story dwelling, exclusive of carport, garage or open porches.

4. 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 setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than forty (40) feet to the front lot line, or nearer than twenty-five (25) feet to any side street line. No building shall be located nearer than ten feet to an interior lot line. No dwelling shall be located on any lot nearer

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than forty (40) feet to the rear lot line. Garages and carports shall not face the front of the lot, and no driveway shall be nearer than two (2) feet to an interior property line.

5. LOT AREA AND WIDTH. No dwelling shall be placed on any lot, unless the lot contains at least twelve thousand (12,000) square feet.

6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

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.

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8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building 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 sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder or realtor to advertise the property during the construction and sales period.

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 they are not kept, bred or maintained for any commercial purpose. Also, if an owner has at least two (2) lots in one ownership, then one (1) horse may be kept on the property and a barn may be built for said horse, and the design and location of the barn shall be approved by the Architectural Control Committee prior to its construction. No animal pens of any kind except a dog pen for not more than two (2) dogs located in the center of the rear of the lot and not to exceed twenty (20) feet by twenty (20) feet shall be erected, placed or altered on any lot.

12. GARRAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept 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. ARCHITECTURAL CONTROL COMMITTEE.

a. Membership. The architectural control committee is composed

of the officers of FIRST TALLAHASSEE DEVELOPMENT CORPORATION which shall consist of at least three (3) persons. 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 members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. After fifteen (15) years from date, 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 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 thirty (30) days after the 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. The committee shall have the power to waive side, front and rear setback requirements, if same are less than a twenty (20%) percent variance.

14. FENCES. No fences shall be constructed any closer to the front lot line than a line drawn parallel to and along the rear wall of the dwelling extended to the side lot lines. All fences shall be ornamental fences except chain link fences may be installed if covered with vines or screened with planted shrubs. Fences shall not exceed six (6) feet in height.

15. TYPE OF CONSTRUCTION. At least one-half (1/2) of the exterior area of all dwellings shall be brick or stone masonry unless specifically waived in writing by the architectural control committee.

16. T. V. ANTENNAS. No more than one (1) television antenna may be installed without prior architectural control committee approval.

17. MOBILE HOMES. No mobile home of any type will be allowed as a permanent structure.

18. ACCESSORY STRUCTURE. The only detached structure that may be constructed shall be a detached garage for no more than three (3) cars. Also, metal storage buildings and a one-horse barn may be constructed with architectural control committee's approval, and which may include a tool room or workshop. Any accessory building not constructed at the same time as the main structure, shall have prior architectural control committee approval.

19. WINDOW AIR-CONDITIONER UNITS. No window air-conditioning units shall be installed in the front or any side of a building, and all exterior heating and/or air conditioning compressors or other machinery shall be located to the rear of the residence and not be visible from the street, in such a manner to be acceptable to the architectural control committee.

20. BUSINESS USE PROHIBITED. No business or occupation of any type shall be conducted on any lot.

21. RESUBDIVIDING. No lot may be resubdivided and no dwelling shall be built on less than one (1) full lot as shown on the recorded plat of Foxcroft.

22. 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 twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (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.

23. 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. In any action brought to enforce these covenants the prevailing party shall be entitled to recover attorneys' fees and costs.

24. SEVERABILITY. Invalidation of any one 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.

IN WITNESS WHEREOF, the parties hereto have executed these Restrictive Covenants the day and year first above written.

Signed, sealed and delivered in the presence of:

Bushnell L. Anderson
Carl E. Ferrell

FIRST TALLAHASSEE DEVELOPMENT CORPORATION

By Carl E. Ferrell (SEAL)
As President

ATTEST: W. F. Lindsey (SEAL)
As Secretary

STATE OF FLORIDA
COUNTY OF LEON

(Corporate Seal)

BEFORE ME, the undersigned authority, personally appeared Carl E. Ferrell and W. F. Lindsey as President and Secretary, respectively, of FIRST TALLAHASSEE DEVELOPMENT CORPORATION, who acknowledged before me that they executed the foregoing instrument freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 18th day of November, 1974.



Bushnell L. Anderson
Notary Public, State of Florida
at Large

My commission expires: August 17, 1977

RE: 693 PL 146

AMENDMENT TO RESTRICTIVE COVENANTS

STATE OF FLORIDA

COUNTY OF LEON

WHEREAS, FIRST TALLAHASSEE DEVELOPMENT CORPORATION, a Florida corporation, with its principal place of business in Tallahassee, Leon County, Florida as owner of the subdivision known as FOXCROFT, being a subdivision of land situate, lying and being in Leon County, Florida, and described as:

All of FOXCROFT, a subdivision as per map or plat thereof recorded in Plat Book 7, Page 31A of the Public Records of Leon County, Florida.

did place of record Restrictive Covenants which are dated November 18, 1974, and were recorded November 19, 1974; and

WHEREAS, the parties desire to amend the requirement of the square footage of dwelling size of a one (1) story building:

NOW, THEREFORE, Paragraph 3, Dwelling Quality and Size, shall be amended as follows:

No dwelling shall be permitted on any lot unless the heated ground floor area of the main structure shall contain at least one thousand four hundred (1,400) square feet for a one-story dwelling, exclusive of carport, garage, open porches, etc., and heated ground floor area of at least nine hundred (900) square feet for a two-story dwelling, exclusive of carport, garage, or open porches.

Otherwise the Restrictive Covenants shall remain in full force and effect except as hereby amended.

WITNESSES:

FIRST TALLAHASSEE DEVELOPMENT CORPORATION

[Signature]

By: *[Signature]* (Seal)
As President

[Signature]

Attest: *[Signature]* (Seal)
As Secretary

(Corporate Seal)

This instrument prepared by:
GAYLE SMITH SWEDMARK
Madigan, Parker, Gatlin, Truett & Swedmark
Post Office Box 609
Tallahassee, Florida 32302

MADIGAN, PARKER, GATLIN, TRUETT & SWEDMARK
TALLAHASSEE, FLORIDA

RECORDED IN PUBLIC RECORDS
IN TALLAHASSEE, FLORIDA
BY: [Signature] 1975
AT THE COURT HOUSE
TALLAHASSEE, FLORIDA
CLERK OF THE COURT

REG: 693 REC: 147

STATE OF FLORIDA

COUNTY OF LEON

BEFORE ME, the undersigned authority, personally appeared Carl L. Linnell and W. F. Lindsey as President and Secretary, respectively, of FIRST TALLAHASSEE DEVELOPMENT CORPORATION, who acknowledged before me that they executed the foregoing instrument freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforementioned this 2nd day of January, A. D., 1974

Robert J. ...
NOTARY PUBLIC
State of Florida at large



My Commission expires: **8-17-77**

Robert J. ...
Notary Public, State of Florida at large
M. C. ...
Bonded to American Title Guaranty Co.

SECOND AMENDMENT TO RESTRICTIVE COVENANTS

STATE OF FLORIDA

COUNTY OF LEON

WHEREAS, FIRST TALLAHASSEE DEVELOPMENT CORPORATION, a Florida corporation, with its principal place of business in Tallahassee, Leon County, Florida, as owner of the subdivision known as FOXCROFT, being a subdivision of land situate, lying and being in Leon County, Florida, and described as:

All of FOXCROFT, a subdivision as per map or plat thereof recorded in Plat Book 7, Page 31A of the Public Records of Leon County, Florida.

did place of record Restrictive Covenants which are dated November 18, 1974, and were recorded November 19, 1974, in Official Records Book 685, Page 748, public records of Leon County, Florida, which were amended by Amendment to Restrictive Covenants in Official Records Book 693, Page 146, of the Public Records of Leon County, Florida.

WHEREAS, the parties desire to further amend the covenants in order to remove the restrictive covenants regarding placement of garages and carports;

NOW, THEREFORE, Paragraph 4, regarding Building Location, shall be amended to delete the last sentence thereof, and to read as follows:

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than forty (40) feet to the front lot line, or nearer than twenty-five (25) feet to any side street line. No building shall be located nearer than ten (10) feet to an interior lot line. No dwelling shall be located on any lot nearer than forty (40) feet to the rear lot line.

Otherwise the Restrictive Covenants shall remain in full force and effect except as hereby amended.

This Instrument prepared By:
GAYLE SMITH SWEDMARK of
Madigan, Parker, Gatlin, Truett & Swedmark
Post Office Box 669
Tallahassee, Florida 32302

MADIGAN, PARKER, GATLIN, TRUETT & SWEDMARK
TALLAHASSEE, FLORIDA

NO. 898-1006

WITNESSES:

FIRST TALLAHASSEE DEVELOPMENT CORPORATION

Carl E. Ferrell

By: Carl E. Ferrell (Seal)
As Its President

W. F. Lindsey

Attest W. F. Lindsey (Seal)
As Its Secretary

(Corporate Seal)

NOTARY PUBLIC
STATE OF FLORIDA
COMMISSION EXPIRES
FEBRUARY 1, 1975

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STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME, the undersigned authority, personally appeared
Carl E. Ferrell and W. F. Lindsey as
President and Secretary, respectively, of FIRST TALLAHASSEE
DEVELOPMENT CORPORATION, who acknowledged before me that
they executed the foregoing instrument freely and voluntarily under
authority duly vested in them by said corporation and that the seal affixed
thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last
aforementioned this 11th day of February, A. D., 1975.

W. F. Lindsey
NOTARY PUBLIC
State of Florida at Large

My Commission expires:
August 17, 1977
8/17/77