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RESTRICTIVE COVENANTS

STATE OF FLORIDA

COUNTY OF LEON

THIS DECLARATION OF RESTRICTIVE COVENANTS, made and published this October 31, 1962, by CENTURY CONSTRUCTION CORPORATION, a corporation chartered under the Laws of the State of Florida and having its principal office in Tallahassee, Leon County, Florida.

W I T N E S S E T H:

THAT, WHEREAS, said corporation is the owner of the subdivision known as SCENIC HEIGHTS, being a subdivision of all of those certain lots, tracts or parcels of land situate, lying and being in Leon County, Florida, and described as

Scenic Heights Subdivision, Unit No. 1,  
as recorded in Plat Book 4, page 65, of  
the Public Records of Leon County, Florida;

and

WHEREAS, it is to the interest, benefit and advantage of CENTURY CONSTRUCTION CORPORATION 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 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 CENTURY CONSTRUCTION CORPORATION and each and every subsequent owner of any of the lots in said subdivision, said corporation does hereby set up, establish, promulgate and declare the following protective covenants to apply to all lots, tracts or parcels of land, to all persons owning said lots, and to all persons who shall hereafter purchase any lot, tract or parcel of land in said subdivision, and that the same shall be binding on all persons who shall hereafter purchase any lot, tract or parcel of land in said 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 stories in height and a private garage for not more than two 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. 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 14 below.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one-story open porches and garages, shall contain at least 1,000 square feet for a one-story dwelling, exclusive of carport, garage, open porches, etc., and at least 900 square feet for a dwelling of more than one story.

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 25 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 7½ feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 35 feet to the rear lot line. For the purposes of this covenant, eaves, steps, carports and open porches shall not be considered as a part of a building provided, however, that this shall not

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be construed to permit any portion of a building, on a lot to encroach upon another lot.

5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 75 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.

6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

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.

8. 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.

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 one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder 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 looking for oil or natural gas shall be erected, maintained, used or operated on any lot. No poultry or any other animal shall be kept on any lot.

~~commercial purpose.~~

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 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. ~~SIGHT DISTANCE AT INTERSECTIONS.~~ No fence, wall, hedge or shrub planting which obstructs sight lines at elevations 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 lines, 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 from the intersection of a street property 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. No fence shall be erected nearer the front lot line than the front of the dwelling situated thereon.

14. ~~ARCHITECTURAL CONTROL COMMITTEE.~~

a. ~~MEMBERSHIP.~~ The architectural control committee is composed of the Officers of CENTURY CONSTRUCTION CORPORATION, which shall consist of at least the president and two other officers. 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. 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.

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 30 days after the plans and specifications have been submitted to it, or 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.

15. 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 38 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 signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

16. 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.

17. 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 said CENTURY CONSTRUCTION CORPORATION has caused these presents to be executed at Tallahassee, Florida, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and attested by its Secretary to be duly authorized and signed by the President of the said Corporation.

STATE OF FLORIDA

COUNTY OF LEON

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared FREDERICK E. TURNER and CAROL ANN TURNER, to me known to be the persons described in and who executed the foregoing instrument as President and Secretary, respectively, of CENTURY CONSTRUCTION CORPORATION, the corporation named and identified therein, and severally acknowledged to and before me that they executed the same as such officers in the name and as the act and deed of said corporation.

WITNESS my hand and official seal in said County and State, this 15<sup>th</sup> day of November, A. D. 1962.

Mary J. Livingston  
Notary Public, State of Florida at Large

My commission expires: Aug. 15, 1964

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RECORDED IN THE PUBLIC  
RECORDS OF LEON CO. FLA.  
IN THE BOOK & PAGE IND.

1962 NOV 15 PM 5:00

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