

REF: 708 PAGE 272

334457

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

APR 11 2 45 PM 1975

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

RESTRICTIVE COVENANTS

STATE OF FLORIDA

COUNTY OF LEON

THIS DECLARATION OF RESTRICTIVE COVENANTS,

made and published this 11 day of April, ~~1974~~¹⁹⁷⁵ by

GIBBS-BURCK partnership, a partnership not incorporated, existing under the laws of the State of Florida, and having its principal office in Tallahassee, Leon County, Florida, and GIBBS BUILDERS, INC., a Florida corporation, with its principal place of business in Tallahassee, Leon County, Florida, and GIBBS 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 STONEGATE, being a subdivision of land situate, lying and being in Leon County, Florida, and described as:

All of STONEGATE, a subdivision as per map or plat the eof recorded in Plat Book _____, page _____, 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 and 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 partnership does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said

REF: 708 PAGE 273

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.

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. This section shall not apply to the lot upon which the water plant is situated.

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 1,500 square feet for a one-story dwelling, exclusive of carport, garage, open porches, etc., and heated ground floor area of at least 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 50 feet to the front lot line, or nearer than 50 feet to any side street line. No building shall be located nearer than 15 feet to an interior lot line. No

dwelling shall be located on any lot nearer than 35 feet to the rear lot line. Garages or carports shall not face the front of the lot.

5. LOT AREA AND WIDTH. No dwelling shall be placed on any lot, unless the lot contains at least 43,560 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.

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 sign of not more than five 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,

SEE: 708 PAGE 275

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, 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 20 feet by 20 feet shall be erected, placed or altered on any lot.

12. GARBAGE 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 members of GIBBS-BURCK partnership which shall consist of at least two 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 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 per cent (20%) 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 lots lines. All fences shall be ornamented 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. All dwellings shall be of new construction.

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, a 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.

REC: 708 PAGE 277

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

20. 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 Stonegate.

21. 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.

22. 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 attorney's fees and costs.

23. 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:

Mrs. F. Cheney
Joan Hampton

GIBBS-BURCK, partnership,
a partnership not incorporated

By: James Gibbs (SEAL)
A Partner

By: Harold A. Smith (SEAL)
A Partner

By: Blair L. Busch (SEAL)
A Partner

OFF. REC. 708 PAGE 278

Gloria L. Burck
Harold F. Gibbs

GIBBS BUILDERS, INC.,
a Florida corporation

By: Harold F. Gibbs (SEAL)
As its President

Attest: Lawrence Gibbs (SEAL)
As its Secretary

(Corporate Seal)

Gloria L. Burck
Harold F. Gibbs

GIBBS DEVELOPMENT
CORPORATION, a Florida
corporation

By: Harold F. Gibbs (SEAL)
As its President

Attest: Lawrence Gibbs (SEAL)
As its Secretary

STATE OF FLORIDA

COUNTY OF LEON

BEFORE ME, the undersigned authority, personally appeared HAROLD F. GIBBS, R. LOUIS GIBBS, and GLORIA BURCK, to me known to be the partners of GIBBS-BURCK partnership, a partnership not incorporated, existing under the laws of the State of Florida, and who acknowledged before me that they executed the foregoing instrument freely and voluntarily and for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid, this 29 day of October, 1974.

My commission expires: 2-28-77

Notary Public, State of Florida, Not. 1000
My Commission Expires Feb. 28, 1977
Bonded by Union Mutual Insurance Co.

Jessie Grace Hampton
Notary Public, State of Florida
at Large

STATE OF FLORIDA

COUNTY OF LEON

BEFORE ME, the undersigned authority, personally appeared HAROLD F. GIBBS, President, and R. Louis Gibbs, Secretary, of GIBBS BUILDERS, INC., 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 29th day of October, 1974.

My commission expires: 2-28-77

Notary Public, State of Florida, Not. 1000
My Commission Expires Feb. 28, 1977
Bonded by Union Mutual Insurance Co.

Jessie Grace Hampton
Notary Public, State of Florida
at Large

OFF: 708 PAGE 279
REC: 708

STATE OF FLORIDA

COUNTY OF LEON

BEFORE ME, the undersigned authority, personally appeared Harold F. Gibbs, President and R. Louis Gibbs, Secretary, of GIBBS DEVELOPMENT CORPORATION, a Florida 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.

WITNFSS my hand and official seal in the County and State last aforesaid, this 29th day of October, 1974.

My commission expires: 2-28-77

Notary Public, State of Florida
My Commission Expires Feb. 28, 1977
Bonded by Utica Mutual Insurance Co.

Joan Anne Hampton
Notary Public, State of Florida
at Large

REF 708 PAGE 280

Deia 1. Birch
(Carol Hansen)

GIBBS BUILDERS, INC.,
a Florida corporation

By: Harold G. Goff (SEAL)
As its President

Attest: R. L. L. H. (SEAL)
As its Secretary

(Corporate Seal)

Deia 2. Birch
(Carol Hansen)

GIBBS DEVELOPMENT CORPORATION,
a Florida corporation

By: Harold G. Goff (SEAL)
As its President

Attest: R. L. L. H. (SEAL)
As its Secretary

(Corporate Seal)

Deia 2. Birch
Jean Hampton

James O. Freeman (SEAL)
JAMES O. FREEMAN

Lorraine B. Freeman (SEAL)
LORRAINE B. FREEMAN

Henry C. Mansman
Ray

Raymond L. Fisher (SEAL)
RAYMOND L. FISHER

Anne C. Dulin (SEAL)
ANNE C. DULIN

Jean Hampton
(Carol Hansen)
W. R. Lewis
Wendy S. Torrey

James R. Blackburn (SEAL)
JAMES R. BLACKBURN

TALQUIN ELECTRIC COOPERATIVE,
INC., a Florida corporation

By: Wendy S. Torrey (SEAL)
As its President

ATTEST: Wendy S. Torrey (SEAL)
As its Secretary

COUNTY OF LEON

SEE: 708 PAGE 281

BEFORE ME, the undersigned authority, personally appeared HAROLD F. GIBBS, R. LOUIS GIBBS, and GLORIA BURCK, to me known to be the partners of GIBBS-BURCK partnership, a partnership not incorporated, existing under the laws of the State of Florida, and who acknowledged before me that they executed the foregoing instrument freely and voluntarily and for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid, this 6 day of March, 1975

My commission expires: 2-28-77

Joan Oxley Hampton
Notary Public, State of Florida
at Large

Notary Public, State of Florida at Large
My Commission Expires Feb. 28, 1977
Bonded by Union Mutual Insurance Co.

STATE OF FLORIDA

COUNTY OF LEON

BEFORE ME, the undersigned authority, personally appeared HAROLD F. GIBBS, President, and R. Louis Gibbs, Secretary, of GIBBS BUILDERS, INC., 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 21st day of February, 1975

My commission expires: 2-28-77

Joan Oxley Hampton
Notary Public, State of Florida
at Large

Notary Public, State of Florida at Large
My Commission Expires Feb. 28, 1977
Bonded by Union Mutual Insurance Co.

STATE OF FLORIDA

COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments in the County and State aforesaid, personally appeared JAMES O. FREEMAN and LORRAINE B. FREEMAN, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of February, 1975.

Joan Oxley Hampton
Notary Public, State of Florida at Large.
My commission expires: 2-28-77

STATE OF FLORIDA

OFF. REC. 708 PAGE 282

COUNTY OF De Kalb

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments in the County and State aforesaid, personally appeared RAYMOND L. FISHER and ANNE C. DULIN to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of March, 1975.

Kay H. Egan
Notary Public, State of Florida at Large.

My commission expires: 6-6-76
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 6, 1976
BOND - THE MATHERS BONDING AGENCY

STATE OF FLORIDA

COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments in the County and State aforesaid, personally appeared JAMES R. BLACKBURN to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of February, 1975.

Jean Ornel Hampton
Notary Public, State of Florida at Large.

My commission expires: 2/28/77

REC: 708 FILE 283

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 _____

Donald Stratton and Bernard Lewis

to me known to be the _____ President and Secretary -

Treasurer respectively of the corporation named as

Talquin Electric Company in the foregoing instrument, and that

they acknowledged executing the same in the presence of two subscribing witnesses 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 5th day of March, 19 75.

Genevieve S. Haller
Notary Public,

My commission expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEP. 26, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS

4-26-76

