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RESTRICTIVE COVENANTS

<sup>REC</sup>  
THIS INDENTURE, made, executed and delivered this 25 day of JUNE, 1980 by RICHARD L. PELHAM and NANCY L. PELHAM, his wife, whose postoffice address is Post Office Box 3286, Tallahassee, Florida,

W I T N E S S E T H :

THAT, WHEREAS, said individuals are the owners of the lands described herein, being a subdivision of land situate, lying and being in Leon County, Florida, more particularly described as Bent Tree Estates Unit #III and a replat of a portion of Bent Tree Estates Unit #II, a subdivision, as per map, per plat thereof, recorded in Plat Book 2 at page 77 of the Public Records of Leon County, Florida.

WHEREAS, it is to the interest, benefit and advantage of Richard L. Pelham and Nancy L. Pelham, his wife, 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 Richard L. Pelham and Nancy L. Pelham, his wife, and each and every subsequent owner of any of the lots in said subdivision, said individuals do hereby set up, establish, promulgate, declare and impose 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 Richard L. Pelham and Nancy L. Pelham, his wife.

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes.

RECORDED IN THE PUBLIC  
RECORDS OF LEON COUNTY, FLA.  
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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 wall shall be erected, placed or located on any lot nearer to any street than the front of the dwelling situated thereon. Approval shall be provided as in Paragraph 10 below.

3. DWELLING 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 800 square feet for a one-story dwelling, and at least 400 square feet for a dwelling of more than one story exclusive of carport, garage, open porches, etc.

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. All setback requirements shall conform to the Leon County Building Code.

5. 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.

6. 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.

7. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, storage building, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot,

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except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

9. 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 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.

10. ARCHITECTURAL CONTROL COMMITTEE.

(a) MEMBERSHIP. Prior to commencement of construction of any residence upon any such building lot, the plans and specifications for the proposed residence shall be submitted to the Architectural Control Committee. Such committee shall originally be composed of RICHARD L. PELHAM. Such members shall serve at the pleasure of RICHARD L. PELHAM and NANCY L. PELHAM and the said RICHARD L. PELHAM and NANCY L. PELHAM do hereby retain the right to designate a new Architectural Control Committee at any point of time. Such originally appointed and designated Architectural Control Committee shall continue to serve until such time as a replacement committee is appointed.

(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 ten (10) 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

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the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

11. TERM. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) 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.

12. 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.

13. SEVERABILITY. Invalidation of any one of these covenants by judgement of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

14. The above restrictive covenants cover said lots in Bent Tree Estates Unit #III, a Subdivision, in Tallahassee, Florida, as per plat book 8, page 77 of the Public Records of Leon County, Florida.

IN WITNESS WHEREOF, the said RICHARD L. PELHAM and NANCY L. PELHAM, his wife, have caused these presents to be executed in their names hereto the day and year first above written.

WITNESSES:

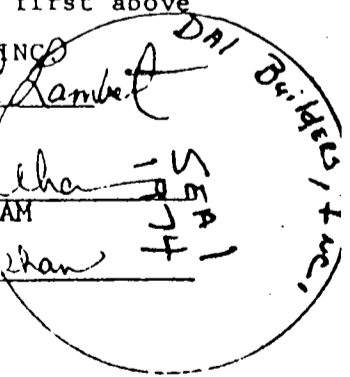
*Michael P. Conroy*  
*Edith [unclear]*

DAL BUILDERS, INC.

By *Dallas Lambert*  
President

*Richard L. Pelham*  
RICHARD L. PELHAM

*Nancy L. Pelham*  
NANCY L. PELHAM



STATE OF FLORIDA,  
COUNTY OF LEON.

THE FOREGOING INSTRUMENT was acknowledged before me on this 25 day of June, 1980, by RICHARD L. PELHAM and NANCY L. PELHAM, his wife, and Dallas Lambert.

My Commission Expires: 1-12-84

Notary Public, State of Florida at Large  
My Commission Expires Jan. 12, 1984

*Michael P. Conroy*  
NOTARY PUBLIC