

OFF REC 1006 PAGE 2251

RESTRICTIVE COVENANTS

556354
RECORDED IN THE PUBLIC
RECORDS OF LEON COUNTY
SEP 24 2 16 PM 1981
CLERK OF COUNTY COURT

This declaration of restrictive covenants made and published on this the 23rd day of September, 1981, by REALTY FINANCIAL SERVICES, INC., a Florida corporation, hereinafter referred to as the "Owner",

W I T N E S S E T H :

THAT, WHEREAS, the Owner is the owner of the real property described on Exhibit "A" attached hereto, situate, lying and being in Leon County, Florida, said property having been divided into fifteen (15) separate lots or parcels; and

WHEREAS, it is to the interest, benefit and advantage of the Owner and to each and every person who shall hereafter purchase any lot included in the property described on Exhibit "A" 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; and

WHEREAS, the said 15 lots and the overall tract which said lots collectively constitute shall be referred to as "MANDRELL MANOR".

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, 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 for a period of thirty (30) years from the date these covenants are recorded.

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

1006 11/22/52

altered, placed or permitted to remain on any lot other than one detached single-family dwelling or two-family duplex unit. No lot may be subdivided, except, however, in the case of a lot upon which a duplex unit is built, the lot upon which it is situated can be divided into two (2) separate parcels having as their common boundary said duplex's party wall or common wall and extensions thereof.

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. The ground floor area of a one-story single-family dwelling, exclusive of porches, carports, garages and decks, shall not be less than 900 square feet. In regard to two-story single-family dwellings, such ground floor area shall not be less than 750 square feet, and the second floor area shall not be less than 450 square feet. In regard to a one-story duplex dwelling, such ground floor area shall not be less than 1,600 square feet (being at least 800 square feet per side). In regard to a two-story duplex dwelling, such ground floor area shall not be less than 1,200 square feet (being at least 600 square feet per side), and the second floor area shall not be less than 1,000 square feet (being at least 500 square feet per side).

4. BUILDING LOCATION. All structures shall be erected in accordance with the applicable local zoning code. In any event, no building shall be erected nearer than 35 feet from the front property line of each lot. No building shall be located nearer than 8 feet to an interior lot line, except in the case of a duplex lot which is divided as allowed in provision numbered 1 hereof, which contemplated a zero lot line for the dividing line boundary of such lot. No dwelling shall be located on any lot nearer than 25 feet to the rear lot line.

REC 1006 PAGE 2253

5. PRIVATE ROADWAY. A private roadway has been constructed upon a portion of Mandrell Manor for the purpose of providing ingress and egress to and from the lots within Mandrell Manor. The private roadway abutts Swatts Road, a public Leon County roadway, and there shall be no other roadway access to Mandrell Manor except for the said Swatts Road.

6. REVOCATION OR AMENDMENT. This declaration shall not be revoked or any of the provisions herein amended unless the owners of all 15 lots or parcels to which these covenants pertain unanimously agree to such revocation or amendment by duly recorded instruments.

7. ASSESSMENTS OR CHARGES. The owner of any lot in Mandrell Manor, by acceptance of a deed therefor, shall be deemed to covenant and agree to pay assessments or charges, which shall be used exclusively for the maintenance of the aforementioned private roadway, the entry sign and the planted hedge along the roadway. Such assessments shall be fixed, established and collected in the amount and at such times as is determined by a majority vote of the owners of the 15 lots in Mandrell Manor (with each owner having one vote for each lot he owns), and shall be pro-rated among said owners on the basis of the number of lots owned by each owner.

If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with interest thereon and cost of collection thereof, including a reasonable attorney's fee, become a continuing lien on the property which will bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The lien will not attach until a written notice of lien signed by an authorized representative of the majority of the lot owners is recorded among the public records of Leon County, Florida. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of fifteen (15%) per cent per annum, and the other lot owners may bring either an action at law against the owner who is personally obligated to pay the same, or an action

11
REL 1006 PAGE 2254

to foreclose the lien against the property. There shall be added to the amount of such assessment, interest on the assessment as above provided, and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the properties subject to the assessment. This subordination shall not relieve such property from liability for any assessments now or hereafter due and payable, but the lien thereby created shall be secondary and subordinate to any first mortgage irrespective of the time any such first mortgage is executed or recorded.

8. 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.

9. 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 temporarily or permanently.

10. 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.

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.

12. FENCES. No fence shall be erected nearer than 50 feet from the front lot line of any lot. All fences shall be of a decorative type, except that a chain link fence may be used if shrubbery is planted along the fence between the fence and the private roadway. The prior approval of the Architectural Control Committee shall be obtained prior to erecting any fence upon any

lot.

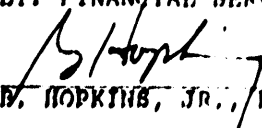
REC 1006 PAGE 2255

13. ARCHITECTURAL CONTROL COMMITTEE. No building shall be erected, placed or altered on any of the 15 lots covered by these restrictions, until the building plans, specifications, plot plans showing the location of such building, and the details of any proposed alteration, have been approved in writing as to conformity and harmony of external design with existing structures in Mandrell Manor, and as to location of building with respect to topography and finished ground elevation, by the majority of the Architectural Control Committee, which committee is initially composed of Palmer Proctor, Larry Elliott and Roy O. Mayo, or their designated successors. These three committee members shall serve until they resign; until they designate their successors; or until they are replaced by a majority vote of the owners of the 15 lots covered by these restrictions. The committee may by majority vote appoint one of its members as its designated representative to carry out the duties of the committee under these covenants. In the event a member of this committee desires to build on one of the 15 lots, his plans must have the unanimous approval of the remaining members of the committee. In the event said committee or its designated representative fails to give its written approval or disapproval to the proposed designs and plans and locations within 15 days after a complete set of said plans and specifications have been submitted to it, or in any event if no suit to enjoin the erection of such building or the making of such alteration has been filed prior to the completion thereof, the proposed plans and specifications shall be deemed to have been approved. The Architectural Control Committee may grant waivers in regard to minor setback line violations. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

DONE AND EXECUTED at Tallahassee, Leon County, Florida, the day and year first above written.

(CORPORATE SEAL)

REALTY FINANCIAL SERVICES, INC.

By: 
A. W. HOPKINS, JR., President

STATE OF FLORIDA

COUNTY OF LEON

OFF REC 1006 PAGE 2256

The foregoing Restrictive Covenants for MANDRELL MANOR were acknowledged before me on this the 23rd day of September, 1981, by A. B. HOPKINS, JR., as President of REALTY FINANCIAL SERVICES, INC., a Florida corporation, on behalf of said corporation.

Vergie B. Murphy
NOTARY PUBLIC, State of Florida
at Large.
My Commission Expires: 9/30/82
Notary Public, State of Florida at Large
My Commission Expires Sept. 30, 1982
Bonded by American Fidelity & Security Company

REC 1006 PAGE 2257

Part of Lot 736 of the Plantation of the Florida Pecan Endowment Company, as recorded in Plat Book 1, Page 4, of the Public Records of Leon County, Florida, being more particularly described as follows:

Begin at an old concrete monument marking the Northeast corner of Lot 736 of the Pecan Endowment in Section 9, Township 1 North, Range 1 West, Leon County, Florida, said old concrete monument being located on the Westerly right-of-way boundary of Swatt's Road and thence run South 00 degrees 15 minutes 04 seconds West along said Westerly right of way boundary 203.17 feet, thence run South 89 degrees 53 minutes 49 seconds West 150.00 feet, thence run South 00 degrees 15 minutes 04 seconds West 135.00 feet, thence run South 89 degrees 53 minutes 49 seconds West 495.75 feet to an old iron pipe marking the Southwest corner of said Lot 736 of the Pecan Endowment, thence run North 00 degrees 23 minutes 45 seconds East 339.48 feet to an old concrete monument marking the Northwest corner of said Lot 736 of the Pecan Endowment, thence run South 89 degrees 59 minutes 15 seconds East 644.89 feet to the POINT OF BEGINNING; containing 4.65 acres, more or less.

EXHIBIT "A"