

REC: 479 FILED 31

RESTRICTIVE COVENANTS

STATE OF FLORIDA

COUNTY OF LEON

THIS DECLARATION OF RESTRICTIVE COVENANTS, made and published this July 13, 1971, by M. & T. 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 UNIT NO. 5, 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 Unit No. 5, a subdivision of part of Section 22, Township 1 North, Range 1 West, Leon County, Florida; lying within 3 miles of the City of Tallahassee, Florida, as per map or plat thereof recorded in Plat Book 5, page 21, of the Public Records of Leon County, Florida;

and

WHEREAS, it is to the interest, benefit and advantage of M. & T. Corporation and to each and every person or corporation which 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 M. & T. 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

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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 on all persons claiming under and through M. & T. Corporation until July 13, 2021 A. D.

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 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

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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 7 1/2 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line.

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 5 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 5 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

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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.

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. 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 end 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.

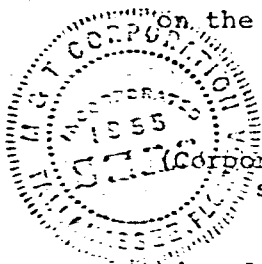
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of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

16. ENFORCEMENT. Enforcement shall be by proceedings against any person or persons violating or attempting to violate any covenant either to restrain violations 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 M. & T. CORPORATION has caused these presents to be executed at Tallahassee, Florida, by its President and its corporate seal to be hereunto affixed on the day and year first above written.



M. & T. CORPORATION

by: Frederick R. Turner (SEAL)  
FREDERICK R. TURNER

Signed, sealed and delivered in the presence of:

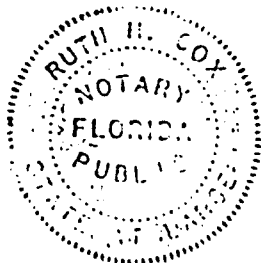
Ruth H. Cox  
Ruth H. Cox

RECORDED IN THE PUBLIC RECORDS OF LEON CO. FLA. IN THE BOOK & PAGE IND. 243325  
JUL 19 1 58 PM 1971  
AT THE TIME & DATE NOTED PAUL F. HARTSFIELD CLERK OF CIRCUIT COURT

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 R. TURNER, to me known to be the person described in and who executed the foregoing instrument as President of M. & T. Corporation, the corporation named and identified therein as owner and acknowledged to and before me that he executed the same as such officer in the name and as the act and deed of said corporation.

WITNESS my hand and official seal in said County and State, this 13<sup>th</sup> day of July, 1971.



Ruth H. Cox  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Leon  
My Commission Expires April 12, 1975

4-12-75

Ruth H. Cox

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CORRECTION TO RESTRICTIVE COVENANTS

IN RE: SCENIC HEIGHTS UNIT NO. 5  
STATE OF FLORIDA  
COUNTY OF LEON

THIS DECLARATION OF CORRECTION TO RESTRICTIVE COVENANTS, made and published this 3<sup>rd</sup> day of February, 1972, by CENTURY CONSTRUCTION CORPORATION (hereinafter referred to as CENTURY), a corporation chartered under the laws of the State of Florida and having its principal place of business in Tallahassee, Leon County, Florida, and by M. & T. CORPORATION (hereinafter referred to as M. & T.), a corporation chartered under the laws of the State of Florida and having its principal place of business in Tallahassee, Leon County, Florida.

WITNESSETH:

THAT, WHEREAS, CENTURY is the owner of the subdivision known as Scenic Heights Unit No. 5, being a subdivision of all those certain lots, tracts or parcels of land situate, lying and being in Leon County, Florida, and described as follows:

"Scenic Heights Unit No. 5, a subdivision of part of section 22, township 1 north, range 1 west, Leon County, Florida, lying within 3 miles of the City of Tallahassee, Florida, as per map or plat thereof recorded in Plat Book 6, page 21 of the Public Records of Leon County, Florida;"

and ,

WHEREAS, M. & T. was the previous owner of the said Scenic Heights Unit No. 5, and did set up, establish, promulgate and declare certain protective and restrictive covenants governing and regulating the use and occupancy of the said Scenic Heights Unit No. 5, and declared the same to be covenants running with the land, said covenants being dated July 13, 1971 and recorded on July 19, 1971 in Official Records Book 479, Page 230, of the Public Records of Leon County, Florida; and

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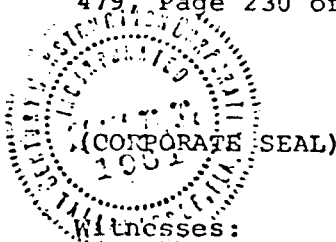
WHEREAS, an error has been discovered in the legal description of the property as shown in said restrictive covenants, in that the restrictive covenants erroneously stated that the map or plat of Scenic Heights Unit No. 5 was recorded in Plat Book 5, Page 21 of the Public Records of Leon County, Florida, when in truth and in fact, said map or plat is actually recorded in Plat Book 6, Page 21 of the Public Records of Leon County, Florida; and

WHEREAS, it is to the best interest, benefit, and advantage of CENTURY and M. & T. and to each and every person or corporation which shall purchase any lot in said subdivision that such error be corrected.

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by CENTURY and M. & T. and each and every subsequent owner of any of the lots in the said subdivision said CENTURY CONSTRUCTION CORPORATION, joined by M. & T. CORPORATION does hereby promulgate and declare the following correction to the aforesaid restrictive covenants to apply to all of said lots and to all persons owning said lots, or any of them in the same manner, force and effect and duration as the original restrictive covenants, to-wit:

"All of the lots in Unit No. 5 of SCENIC HEIGHTS, said lots numbering 1 through 56, both inclusive, as per plat or map thereof recorded in Plat Book 6, Page 21, of the Public Records of Leon County, Florida;"

With this correction and none other, CENTURY and M. & T. hereby ratify and confirm the original restrictive covenants dated July 13, 1971 and recorded July 19, 1971 in Official Records Book 479, Page 230 of the Public Records of Leon County, Florida.



*Lita Lou Johnson*  
*Stephen W. Carter Jr.*

CENTURY CONSTRUCTION CORPORATION  
BY: *[Signature]*  
Its President

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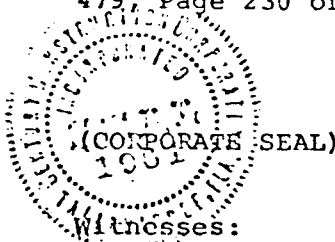
WHEREAS, an error has been discovered in the legal description of the property as shown in said restrictive covenants, in that the restrictive covenants erroneously stated that the map or plat of Scenic Heights Unit No. 5 was recorded in Plat Book 5, Page 21 of the Public Records of Leon County, Florida, when in truth and in fact, said map or plat is actually recorded in Plat Book 6, Page 21 of the Public Records of Leon County, Florida; and

WHEREAS, it is to the best interest, benefit, and advantage of CENTURY and M. & T. and to each and every person or corporation which shall purchase any lot in said subdivision that such error be corrected.

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by CENTURY and M. & T. and each and every subsequent owner of any of the lots in the said subdivision said CENTURY CONSTRUCTION CORPORATION, joined by M. & T. CORPORATION does hereby promulgate and declare the following correction to the aforesaid restrictive covenants to apply to all of said lots and to all persons owning said lots, or any of them in the same manner, force and effect and duration as the original restrictive covenants, to-wit:

"All of the lots in Unit No. 5 of SCENIC HEIGHTS, said lots numbering 1 through 56, both inclusive, as per plat or map thereof recorded in Plat Book 6, Page 21, of the Public Records of Leon County, Florida;"

With this correction and none other, CENTURY and M. & T. hereby ratify and confirm the original restrictive covenants dated July 13, 1971 and recorded July 19, 1971 in Official Records Book 479, Page 230 of the Public Records of Leon County, Florida.

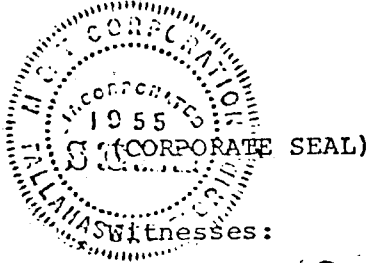


*Eda Lou Johnson*  
*Stephen W. Carter Jr.*

CENTURY CONSTRUCTION CORPORATION

BY: *[Signature]*  
Its President

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M. & T. CORPORATION

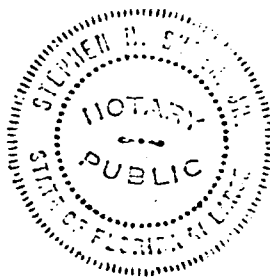
By: [Signature]  
Its President

[Signature]  
[Signature]

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 R. TURNER, to me known to be the person described in and who executed the foregoing Correction To Restrictive Covenants as President of CENTURY CONSTRUCTION CORPORATION and M. & T. CORPORATION and acknowledged to and before me that he executed the same as such officer in the name and as the act and deed of said corporation.

WITNESS my hand and official seal in said State and County, this 3<sup>rd</sup> day of February, 1972.



[Signature]  
NOTARY PUBLIC  
My commission expires May 21, 1975

255658

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

FEB 15 3 55 PM 1972

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