

1061304

THIS INSTRUMENT PREPARED BY:
TOM R. HAYWARD, ATTORNEY
P. O. BOX 12785
TALLAHASSEE, FL 32317-2785

RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA

TYTY
DECLARATION OF COVENANTS
AND RESTRICTIONS MAY 5 1 20 PM '91

LEON COUNTY
CLERK OF CIRCUIT COURT

STATE OF FLORIDA

COUNTY OF LEON

OR1493PC1124

THIS DECLARATION OF RESTRICTIVE COVENANTS, made and published this 9th day of May, 1991, by FERRELL INVESTMENTS OF TALLAHASSEE, INC., a Florida Corporation, whose postoffice address is 2843 Industrial Plaza Drive, Tallahassee, Florida 32301, (hereinafter referred to as DEVELOPER)

WITNESSETH:

THAT, WHEREAS, the above individuals are owners of land situate, lying and being in Leon County, Florida, and described on Exhibit "A" attached hereto;

WHEREAS, it is to the interest, benefit and advantage of the Owners and to each and every person who shall hereafter purchase any of the property 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;

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values of said property, to create an agency to which should be delegated and assigned the powers of maintaining and administering the common property and administering and enforcing the covenants and restriction and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has caused to be incorporated under the laws of the State of Florida, a non-profit corporation, TYTY PROPERTY OWNERS ASSOCIATION, INC., (hereinafter called the ASSOCIATION) for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Owners and each and every subsequent owner of any of the property, said Owners do hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said property and to all persons owning said property, or any of it, 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 Owners.

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.

2. 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 one thousand five hundred (1,500) square feet for a one-story dwelling, exclusive of carport, garage, open porches, etc., and heated ground floor area of at least one thousand one hundred (1100) square feet for a two-story dwelling, exclusive of carport, garage or open porches.

3. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line than Fifty (50) feet or nearer to the side lot line than fifteen (15) feet. Provided however, lots 10 and 11, as shown on the attached plat marked Exhibit "B", shall be exempted from said minimum front line set requirement. Provided further, that if the lot is a corner lot, the side lot set

back shall be at least twenty five (25) feet. Garages and carports shall not face the front of the lot, and no driveway shall be nearer than five (5) feet to an interior property line, and shall be constructed of either concrete or "hot mix" asphalt. Where curbs are required to be forked for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a way to be acceptable to the ARCHITECTURAL CONTROL COMMITTEE.

DR1493PC1125

4. ADDITIONAL COVENANTS AND RESTRICTIONS. No property owner shall impose any additional covenants or restriction on any part of the lands described herein, without the prior written approval of the ASSOCIATION and or the DEVELOPER.

5. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities, including a Stormwater Detention facility, are reserved as shown on the plat attached as Exhibit "B" hereto. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or which may change the direction of the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas of each site and all improvements in them shall be maintained continuously by the owner thereof.

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. A recreational vehicle parked forward of the residence shall be deemed a nuisance.

7. 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. No inoperative cars, trucks, trailers or other types of vehicles shall be allowed to remain of the properties for a period in excess of forty-eight (48) hours. There shall be no major repair performed on any motor vehicle on the properties and all vehicles shall have current license plates.

8. 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.

9. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permit upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavating 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.

10. 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 that are not kept, bred or maintained for any commercial purpose. 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 twenty (20) feet by twenty (20) feet shall be erected, placed or altered on any lot.

11. 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, in compliance with City of Tallahassee Ordinances.

12. ARCHITECTURAL CONTROL. No improvements to the properties shall be erected or maintained upon the properties nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind,

shape, height, materials, and location of the same shall have been submitted in duplicate to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the ARCHITECTURAL CONTROL COMMITTEE. The COMMITTEE shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and site grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons.

13. ARCHITECTURAL CONTROL COMMITTEE:

OR1493PC1126

a. Membership. The architectural control committee is composed of the officers of the TYTY PROPERTY OWNERS ASSOCIATION, INC., which shall consist of at least three (3) persons. 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 in 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.

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 lot lines. Fences shall not exceed six (6) feet in height, except for tennis courts and swimming pools.

15. MOBILE HOMES. No mobile home of any type will be allowed for any purpose.

16. NO ACCESSORY STRUCTURES. No accessory structures shall be allowed on the property, garages shall be considered as accessory structures.

17. AIR-CONDITIONER UNITS, ANTENNAS AND SATELLITE DISHES. No air-conditioning units shall be installed in the front of a building, and all exterior heating and/or air conditioning compressors or other machinery shall be located so as not to be visible from the street, or in such a manner to be acceptable to the architectural control committee. Radio, television antennas and satellite dishes shall be allowed, provided that they are not visible from the street, or have been approved by the Architectural Control Committee.

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

19. RESUBDIVIDING. No lot may be resubdivided and no dwelling shall be built on less than one (1) full lot as shown on the plat attached as Exhibit "B".

20. 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 fifty (50) 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.

21. 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 all attorney's fees and costs involved, including same related to appellate proceedings, if any. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach, or as to any breach occurring prior to or subsequent thereto, and shall not bar or affect its enforcement.

OR1493PC1127

22. 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 party hereto has executed this DECLARATION OF COVENANTS AND RESTRICTIONS the day and year first above written.

FERRELL INVESTMENTS OF TALLAHASSEE, INC.

BY *Carl E. Ferrell*
CARL E. FERRELL, PRESIDENT

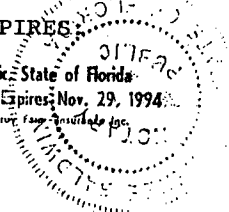
STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME THE UNDER SIGNED AUTHORITY PERSONALLY APPEARED CARL E. FERRELL, PRESIDENT, OF FERRELL INVESTMENTS OF TALLAHASSEE, INC., WHO ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE FOREGOING DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE PURPOSE THEREIN STATED.

WITNESS MY HAND AND OFFICIAL SEAL THIS 9th DAY OF MAY, 1991.

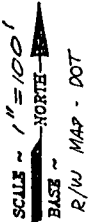
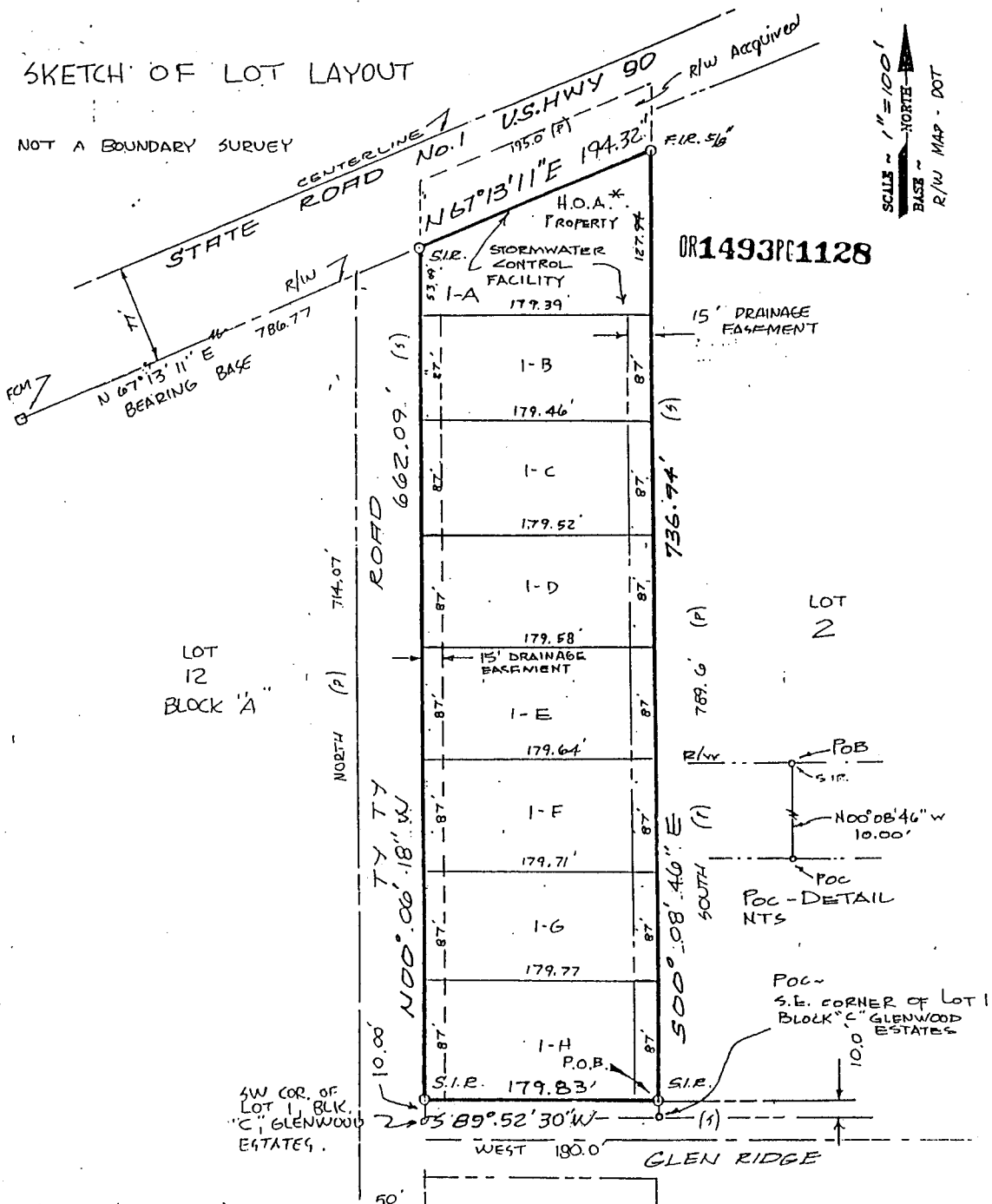
Renee Baldurn
NOTARY PUBLIC
MY COMMISSION EXPIRES:

Notary Public, State of Florida
My Commission Expires: Nov. 29, 1994
Banded from Trust Corp. Tallahassee, Inc.



SKETCH OF LOT LAYOUT

NOT A BOUNDARY SURVEY



<p>LEGEND (GENERAL)</p> <p>F.C.M. = FOUND CONCRETE MONUMENT</p> <p>F.I.R. = FOUND IRON ROD</p> <p>F.I.P. = FOUND IRON PIPE</p> <p>S.C.M. = SET 4" X 4" CONC. MONUMENT W/ CAP #5509</p> <p>S.I.R. = SET 5/8" IRON ROD WITH CAP #5509</p> <p>P.R.H. = PERMANENT REFERENCE MONUMENT</p> <p>(P) = PLAT DISTANCE AND/OR BEARING</p> <p>(S) = SURVEY DISTANCE AND/OR BEARING</p> <p>(D) = DEED DISTANCE AND/OR BEARING</p> <p>(C) = CALCULATED DISTANCE AND/OR BEARING</p>		<p>LEGEND (BEARINGS)</p> <p>N = NORTH</p> <p>S = SOUTH</p> <p>E = EAST</p> <p>W = WEST</p> <p>° = DEGREES</p> <p>' = MINUTES</p> <p>" = SECONDS</p> <p>CB = CHORD BEARING</p> <p>CL = CHORD LENGTH</p>		<p>LEGEND (DISTANCES)</p> <p>ALL DISTANCES ARE IN ACCORDANCE WITH THE UNITED STATES STANDARD</p> <p>' = FEET</p>		<p>NOTE: UNLESS OTHERWISE NOTED ALL DISTANCES SHOWN ARE FIELD MEASURED OR COMPUTED FROM FIELD DATA.</p>	
<p>This property lies in zone "C" as determined by the Flood Insurance Rate Maps for Leon County, Florida on Panel Number 12044-0020C.</p>							

<p>LAND SURVEYING</p> <p>LB #5509</p> <p>Tallahassee, Florida 32301</p>	<p>GARY G. ALLEN</p> <p>Registered Land Surveyor, Inc.</p> <p>4101 Apalachoo Parkway</p>	<p>CIVIL ENGINEERING</p> <p>EB #5509</p> <p>Phone: (904)-877-0641</p>
---	--	---

DESCRIPTION: SKETCH OF LOTS 1-A - 1-H - A PART OF LOT 1, BLOCK "C", GLENWOOD ESTATES IN PB. 2, PG. 11.

SEC. 29 TWP -1-N RNG -1-E RECORDED IN _____ BOOK _____

DATE OF PLAT 10-11-90 PAGE _____ IN LEON COUNTY, FLORIDA

DATE OF SURVEY N/A

FIELD BOOK 213 PAGE 46

SCALE 1" = 100'

JOB No. 90-266

I hereby certify that this survey meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027 of the Florida Statutes.

Gary G. Allen

GARY G. ALLEN R.L.S.
Registered Land Surveyor
Florida Registration No. 4066

SKETCH OF LOTS 10-15-90 BY EGA

NOT VALID UNLESS EMOSSSED WITH SEAL

RECERTIFIED _____

FILE No. _____