

ROYAL OAKS SUBDIVISION, PHASE II
DECLARATION OF COVENANTS AND RESTRICTIONS

OR1140PC1664

RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
DEC 5 3 40 PM 1984
PAUL C. HARRISFIELD
CLERK OF CIRCUIT COURT

696158

STATE OF FLORIDA,
COUNTY OF LEON:

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, made and published this twenty-ninth day of June, 1983, by APALACHEE DEVELOPMENT COMPANY, a Florida corporation, with its principal place of business in St. Petersburg, Pinellas County, Florida (hereinafter referred to as Developer);

WITNESSETH:

THAT, WHEREAS, the Developer is the owner of the subdivision known as ROYAL OAKS, being a subdivision of land situate, lying and being in Leon County, Florida, and described as:

All of ROYAL OAKS, PHASE II, a subdivision as per map or plat thereof recorded in Plat Book 9, page 41, of the Public Records of Leon County, Florida, less and except Lot 44, Block A; Lots 27 and 28, Block K; and Lots 11 and 12, Block J.

WHEREAS, it is to the interest, benefit, and advantage of the Developer and to each and every owner 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 Developer and each and every subsequent owner of any of the lots in said subdivision, said Developer 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, thereafter; these protective covenants shall become effective immediately and run with the land and shall be binding upon all owners.

ARTICLE ONE

PROPERTY SUBJECT TO THIS DECLARATION

Section I. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied, subject to this Declaration, is located in Leon County, Florida, and is more particularly described as follows:

All of ROYAL OAKS, PHASE II, a subdivision as per map or plat thereof recorded in Plat Book 9, page 41, of the Public Records of Leon County, Florida, less and except Lot 44, Block A; Lots 27 & 28, Block K; and Lots 11 and 12, Block J.

ARTICLE TWO
DEFINITIONS

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The following words, when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit), shall have the following meanings:

- a) Living Area shall mean and refer to those heated and/or air conditioned areas which are completely finished as living area and which shall not include garages, carports, porches, patios, or storage areas.
- b) Living Unit shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.
- c) Lot shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties.
- d) Multi-family Structure shall mean and refer to any building containing two or more Living Units under one roof except where each such living unit is situated upon its own individual lot.
- e) Owner shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- f) The Properties shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration.
- g) Water-front Lots shall mean and refer to Lots 25 through 29, Lots 33 through 41, and Lot 43, Block A and Lots 2 through 10, Block J of Royal Oaks, Phase II.

ARTICLE THREE
GENERAL PROVISIONS

Section I. 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 to successive periods of ten (10) years unless an instrument signed

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by a majority of the then owners of the lots has been recorded, agreeing to change said covenants and restrictions in whole or part, provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner of record at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover attorneys' fees and costs.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provision which shall remain in full force and effect.

ARTICLE FOUR

AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS

The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained, and (c) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgement, determines such violation to be a minor or insubstantial violation.

ARTICLE FIVE

ADDITIONAL COVENANTS AND RESTRICTIONS

No property owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the land shown on the aforementioned plat.

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ARTICLE SIX
ARCHITECTURAL CONTROL

No building, fence, wall, or other structure shall be erected, placed, or altered on any lot and no clearing or grading of any lot shall take place 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 location with respect to topography and finish grade elevation. The Architectural Control Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot clearing and grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons connected with future development plans of the Developer of said land or contiguous lands.

ARTICLE SEVEN
ARCHITECTURAL CONTROL COMMITTEE

Section 1. Membership. The Architectural Control Committee is composed of those persons as may be designated by the President of Apalachee Development Company and shall consist of at least three (3) 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.

Section 2. 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. At least ten (10) days prior to the commencement of any site construction, such plans and specifications shall be submitted to the Committee and shall consist of not less than the following:

Foundation plans, floor plans of all floors, section details, elevation drawings of all exterior walls, roof plan and plot plan showing lot clearing area, location and orientation of all buildings and other structures and improvements proposed to be constructed on the building plot, with all building restriction lines shown.

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In addition, there shall be submitted to the Architectural Control Committee for approval a description of materials and such samples of building materials proposed to be used as the Architectural Control Committee shall specify and require. The Committee shall have the power to waive side, front, and rear setback requirements if same are less than a twenty percent (20%) variance but not less than minimum setbacks as required by the Leon County zoning variance.

ARTICLE EIGHT
LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building of any type 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 stories in height with a maximum height of thirty-five (35) feet and a private garage for not more than three (3) cars and not less than two (2) cars. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and attached structures shown on the plans and specifications approved by the Architectural Control Committee must be completed in accordance with said plans and specifications within eight months after the start of the first construction upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies, or natural calamities. A lot may not be subdivided into a smaller lot than as shown on the recorded plat of Royal Oaks subdivision. Two or more lots may be added together and considered as one lot for building purposes only.

A guest house will be permitted as a detached building provided that the building lot(s) of a property owner contain(s) at least two acres of area. The guest house will be subject to all of the restrictions and architectural control of the main residence.

ARTICLE NINE
TEMPORARY STRUCTURES

No structure of a temporary character, basement, tent, shack, barn, mobile home, or other outbuilding of any type shall be located on any lot at any time.

Boats, trailers, campers, trucks, recreational vehicles, or vehicles other than automobiles shall be parked or stored within the garage or placed behind the residence; however, in no event, shall the vehicles be visible from the street which runs in front of the property.

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ARTICLE TEN
DWELLING QUANTITY AND SIZE

No dwelling shall be permitted on any lot unless the heated ground floor area of the main structure, exclusive of porches, garages, carports, and patios, shall contain at least one thousand five hundred (1,500) square feet of Living Area.

In the event a structure in the aforementioned unit contains more than one story, the ground floor must contain not less than one thousand (1,000) square feet and must be completely finished as living area, and at least five hundred (500) square feet of the second floor area must be completely finished as Living Area. The total square footage must equal or exceed that of the require one-story dwelling.

ARTICLE ELEVEN
LOT AREA AND BUILDING LOCATION

- a) No dwelling shall be erected or placed on any lot unless the lot contains at least fourteen thousand five hundred twenty (14,520) square feet.
- b) No building shall be located on any lot nearer to the front lot line, rear lot line, or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than forty (40) feet to the front lot line, or nearer than twenty (20) feet to any side street line.
- c) No building shall be located nearer than twelve (12) feet to an interior lot line and must be at least twenty-four (24) feet from an existing adjacent house. No dwelling shall be located on any lot nearer than forty (40) feet to the rear lot line.
- d) No driveway shall be located nearer than five (5) feet to an interior lot line except a back-up turn-around pad may be located as near as one (1) foot to a property line.
- e) Except as otherwise provided herein, no fence of any kind shall be placed or constructed nearer to the front property line than the building set-back line or the front corner of the residence, whichever is greater. No fence shall be located nearer than two (2) inches to an interior lot line. All fences shall not exceed six (6) feet in height.
- f) For the purposes of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

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ARTICLE TWELVE
GARAGES AND CARPORTS

Each Living Unit, except a multi-family structure, shall have a functional carport or garage which shall be screened on sides which are visible from the street, which runs in front of the property, in such a manner that objects located within the carport or garage shall present a broken and obscured view from the outside thereof. All carport entrances shall face either a side lot line or the rear lot line.

ARTICLE THIRTEEN
ACCESSORY STRUCTURE

The only detached structures that may be constructed shall be a detached garage for not more than three (3) cars or less than two (2) cars or a guest house as provided for in Article Eight of these covenants. In addition, storage buildings that may include a tool room or workshop may be constructed with approval of the Architectural Control Committee. Any accessory building not constructed at the same time as the main structure must have prior Architectural Control Committee approval before construction commences.

ARTICLE FOURTEEN
DRIVEWAY AND WALKWAY CONSTRUCTION

All driveways shall be constructed of concrete, brick, or asphalt unless specifically waived by the Architectural Control Committee. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such way as to be acceptable to the Architectural Control Committee.

ARTICLE FIFTEEN
UTILITY CONNECTIONS AND TELEVISION ANTENNAS

All house connections for all utilities including, but not limited to, water, sewerage, electricity, telephone, and television shall be run underground from the proper connecting points to the dwelling structure in such manner as to be acceptable to the governing utility authority.

Exterior radio and television installations must be approved in writing by the Architectural Control Committee. If a central television antenna system or cable system is available in the area, this central system must be used in lieu of individual antenna systems.

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ARTICLE SIXTEEN
WATER SUPPLY AND SEWAGE DISPOSALS

No individual water supply system of any type shall be permitted on any lot, unless approved in writing by the Architectural Control Committee.

No individual sewage disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the State of Florida and Leon County health departments. Approval of such system as installed shall be obtained from such department or departments.

ARTICLE SEVENTEEN
GARBAGE AND REFUSE DISPOSAL

No lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs, or rubbish. Trash, garbage, or other waste shall not be allowed to accumulate on the property and shall not be kept except in sanitary containers in such a manner as to be acceptable to the Architectural Control Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be located so as not to be visible from a street.

ARTICLE EIGHTEEN
WINDOW AIR CONDITIONING UNITS

No window air conditioning units shall be installed in the front or any side of a building, and all exterior heating and/or air conditioning compressors or other machinery shall be located to the rear or side of the residence and not be visible from the street, in such a manner to be acceptable to the Architectural Control Committee.

ARTICLE NINETEEN
MAIL BOXES

No mail boxes or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines, or similar material shall be erected or located on any building plot unless and until the size, location, design, and type of material for said boxes or receptacles shall have been approved in writing by the Architectural Control Committee. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the residence,

each property owner, on the request of the Architectural Control Committee, shall replace the boxes or receptacles previously employed for such purpose or purposes with all receptacles attached to the residence.

ARTICLE TWENTY

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. All signs must be approved in writing by the Architectural Control Committee.

ARTICLE TWENTY-ONE

PROTECTIVE SCREENING

Protective screening areas are or shall be established as shown on the recorded plat. Except as otherwise provided herein regarding street intersections under SIGHT DISTANCE AT INTERSECTIONS, planting, fences, or walls shall be maintained throughout the entire length of such areas by the owner or owners of the lots at their own expense to form a effective screen for the protection of the residential area. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for purpose of installation and maintenance of screening, utilities, and drainage facilities.

ARTICLE TWENTY-TWO

SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (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 twenty-five (25) feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet 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.

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ARTICLE TWENTY-THREE
EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE TWENTY-FOUR
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 and, further, provided that they are not allowed to wander or roam freely about the neighborhood.

ARTICLE TWENTY-FIVE
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.

ARTICLE TWENTY-SIX
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 or tend to damage or destroy either private or public property.

ARTICLE TWENTY-SEVEN
BUSINESS USE PROHIBITED

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No business or occupation of any type shall be conducted on any lot.

ARTICLE TWENTY-EIGHT
MOTORIZED VEHICLES

All motorized vehicles operating within the area must be properly mufflered so as to eliminate noise which might be offensive to others. Two- and three-wheel motorized vehicles as well as four-wheel "go-cart" or "beach-buggy" type vehicles are prohibited from using streets and street rights-of-way within Royal Oaks subdivision. This does not apply to vehicles used by the United States Postal Service or by law enforcement agencies.

All vehicles operated in the area are subject to speed limit signs posted in the subdivision.

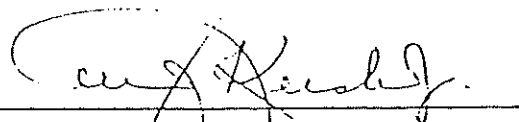
ARTICLE TWENTY-NINE
MAINTENANCE OF SHORELINE

Owners of water-front lots shall maintain that portion of the lot abutting the waterfront by keeping all grasses and other growth properly mowed and the shoreline free of debris, obstacles, etc.

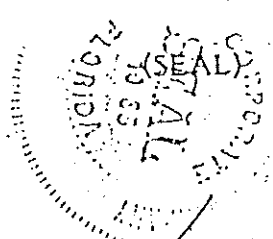
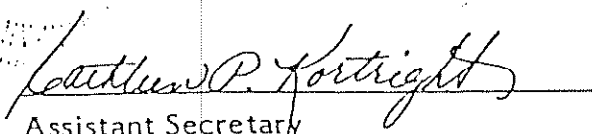
IN WITNESS WHEREOF, said corporation has caused this instrument to be signed in its name by its President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this twenty-ninth day of June, A. D. 1983.

APALACHEE DEVELOPMENT COMPANY

BY



Allen J. Keesler, Jr., President



Assistant Secretary

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STATE OF FLORIDA,
COUNTY OF PINELLAS:

Before me personally appeared ALLEN J. KEESLER, JR. and CATHLEEN P. KORTRIGHT to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as President and Assistant Secretary of the above named APALACHEE DEVELOPMENT COMPANY, a Florida corporation, and severally acknowledged to and before me that they executed such instrument as such President and Assistant Secretary respectively, of said Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

Witness my hand and official seal, this twenty-ninth day of June, A. D. 1983.

Gladys C. Cate

Notary Public, State of Florida at Large
My Commission Expires May 1, 1984



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JOINDER
IN
DECLARATION OF COVENANTS AND RESTRICTIONS

H. Toney Williams

owner(s) in fee simple of the following described real property located in Royal Oaks Unit 2 subdivision, Tallahassee, Leon County, Florida:

See Exhibit "A" attached hereto and by this reference made a part hereof;

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RECORDS OF LEON CO. FLA.
DEC 5 3 40 PM 1984
PAUL E. HENNINGFIELD
CLERK OF CIRCUIT COURT

006159

does (do) hereby join with Apalachee Development Company in the establishment, promulgation and declaration of covenants and restrictions (foregoing) and does (do) hereby agree that said covenants and restrictions shall run with the land platted as Royal Oaks Unit 2 and shall be binding upon all owners thereof.

IN WITNESS WHEREOF, the above-named owner(s) has (have) executed this instrument this 4th day of December, 1984.

WITNESSES:

[Signature]
[Signature]

[Signature]
H. TONEY WILLIAMS

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 4th day of December, 1984, by H. Toney Williams

[Signature]
NOTARY PUBLIC
My Commission Expires: 2-3-88
FLORIDA
NOTARY PUBLIC

(SEAL)

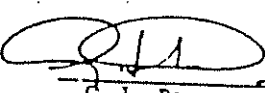
DESCRIPTION OF PROPOSED
LOT 3, BLOCK 1, ROYAL OAKS, UNIT 2

That portion of the Southwest 1/4 of Section 33, Township 2 North, Range 1 East, containing 0.5185 acres, more or less, lying and being in the City of Tallahassee, Leon County, Florida, described as follows:

Commence at the Southwest corner of said Section 33; thence run South 89 degrees 42 minutes 16 seconds East, for 200.05 feet, to a point; thence run South 89 degrees 41 minutes 05 seconds East, for 150.15 feet, to a point; thence run North 05 degrees 37 minutes 02 seconds West, for 301.61 feet, to a point; thence run South 89 degrees 40 minutes 00 seconds East, for 529.46 feet, to a point; thence run North 00 degrees 11 minutes 30 seconds East, for 549.44 feet, to a point; thence run North 00 degrees 13 minutes 51 seconds East, for 394.77 feet, to a point; thence run North 00 degrees 13 minutes 40 seconds East, for 125.00 feet, to a point; thence run South 89 degrees 05 minutes 17 seconds West, for 215.96 feet, to a point; thence run South 85 degrees 12 minutes 04 seconds West, for 194.01 feet, to the POINT OF BEGINNING of the parcel of land more particularly described as follows:

Thence run South 89 degrees 36 minutes 55 seconds West, for 184.07 feet, to a point on the Easterly right of way of Royal Oaks Drive; thence run Southerly along the Easterly right of way line of said Royal Oaks Drive, along the arc of a circular curve to the left, concave Northeasterly, having a radius of 492.51 feet, through a central angle of 18 degrees 14 minutes 31 seconds, for an arc distance of 156.81 feet, to a point; thence run North 71 degrees 22 minutes 24 seconds East, for 173.55 feet, to a point; thence run North 03 degrees 32 minutes 09 seconds West, for 100.00 feet, to the POINT OF BEGINNING.

I hereby certify that the Description is true and correct, to the best of my knowledge and belief, as prepared under my direction.


G. L. Denes
Professional Land Surveyor
Florida Certificate No. 19082

