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Prepared by: ✓ Cherry A. Majors
6856 Foxchase Circle
Pensacola, FL 32506

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
ENCHANTING OAKS SUBDIVISION**

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Majorco of Pensacola, Inc., a Florida Corporation and L.D. Rushing the owners of the following described Real Property in Escambia County, Florida to-wit:

Enchanting Oaks, a residential subdivision of a portion of Section 13, Township 1 South Range 29 West City of Pensacola, Escambia County, Florida according to plat of said subdivision record in Plat Book 15 at Page 36 of the public records of Escambia County Florida.

Does hereby impose the following restrictive covenants on the above lots and/or building sites in said subdivision and makes the following declaration of covenants, conditions and restrictions covering the above-described property, specifying that this declaration shall constitute a covenant running with the land and that this declaration shall be binding upon the undersigned and upon all persons holding title through the undersigned and their respective heirs, successors and assigns. These restrictions, during their lifetime, shall be for the benefit of and a limitation upon all present and future owners of any of the lots and/or building sites within Enchanting Oaks.

1. Definitions:

(a) "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to any lot or building site which is a part of the properties, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

(b) "Lot" shall mean and refer to each of the platted lots herein above set forth.

2. All house plans must be submitted and approved by Architectural Control Committee consisting of owners, Cherry A. Majors, and L.D. Rushing and an Architect of their choice. A preliminary house plan or ideas should be submitted first to committee for approval before final plans are drawn and submitted. The Committee has the right to waiver any violation of these restrictions if it determines that the violation is insubstantial and does not adversely affect the value of any other in the subdivision.

3. The front lot line setback of the residence of any lot shall be no less than the setback line shown on the recorded plat, but the Architectural Control Committee any require greater setback or, if it determines that a variance will not diminish the value of other lots in the subdivision, it will waiver front lot line setback. The minimum square footage of living area shall be 2,000 square foot plus double garage.

4. In the event of destruction of any buildings, the type, size, shape and location of any reconstructed building shall be similar substantially to the building being replaced.

Restrictive Covenants
Enchanting Oaks Subd

5. (a) No building fence, wall or other structure shall be erected, or maintained upon the Properties, nor shall any exterior addition to or change 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 to and approved in writing by the Architectural Control Committee as to harmony of exterior design and location in relation to the surrounding structures and topography, and compliance with the intent of these restrictions. Without limitations, the plan submitted to the Architectural Control committee shall show the elevation and other matters above set forth of the rear, and both side walls of the structure, including location windows, the Architectural Control Committee shall have the right to require privacy walls on one side of any building in the subdivision. No chain-link fences permitted.

6. All buildings constructed on any lot or building site within the subdivision shall be constructed in conformity with all applicable building codes and regulations and in conformity with the City of Pensacola building requirements.

7. Every residential dwelling constructed on a lot or building site in the subdivision shall contain or be accompanied by either an attached or detached garage adequate for the parking and/or storing of automobiles, boats, trailers, campers, motorcycles, motor bike, and all other like vehicles and equipment. No trailer, mobile home, camper, motorbike, motorcycle, motor scooter, boat, boat trailer, house trailer, horse trailer, truck, tractor or commercial vehicle of any kind, or any other vehicle, machine, equipment or apparatus other than operating passenger automobiles, light trucks, or passenger vans shall be parked or stored in any driveway or on any lot or building site in the subdivision so as to be visible from the street or to the other residents in the subdivision. All such vehicles, machines, equipment and apparatus shall be parked or stored in a garage or on the rear of the lot or building site and screened by a six foot wooden fence so as not to be visible from the street or adjacent subdivision lots or building sites. No such vehicles, machines, equipment or apparatus shall be parked or stored in the street right-of-way abutting any lot or building site except when such are in actual use.

8. No structure of a temporary character, trailer, tent, shack, garage, barn or other out-building shall be used on any lot or building site at any time as a residence, either temporarily or permanently, and except as required during construction of any dwelling, no structure of a temporary character shall be constructed or permitted to remain on any lot or building site.

9. In the event that a detached garage is constructed on any lot or building site, it shall be of a type of construction which shall be architecturally consistent with the main residence to be constructed. Any detached garage must be constructed and located on a lot or building site within the same building setback lines as provided for a residential dwelling in Paragraph 7 above, unless a written waiver and approval for an alternative location is granted by the Architectural Control Committee.

10. No clothes line visible from the street or from adjacent subdivision property, or other items detrimental to the appearance, shall be permitted on any lot or building site. Trash and garbage cans must be shielded from view from the street or adjacent property except during the hours of normal trash or garbage collection.

11. No obnoxious or offensive activity or trade shall be carried on or maintained on any lot or building site in the subdivision nor shall anything be done thereon that may be or any become an annoyance or nuisance to the neighborhood, nor shall any lot or building site be used for the purpose of carrying on a trade, profession, business or public amusement.

12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or building site, except that dogs, cats, or other household pets, may be kept, provided that they are not permitted to run at large. In no event shall more than three household pets be kept on any lot or building site at any one time.

Restrictive Covenants
Enchanting Oaks Subd

13. An easement is reserved over and across each lot in the subdivision (except those portions on which a residential dwelling is actually constructed) for the purpose of installing, repairing, and maintaining or conveying to proper parties for the installation, repair or maintenance of electric power for the lots or building sites in the subdivision, and easements shown or reserved on the recorded plat of the subdivision, if any, are hereby adopted as part of these restrictions.

14. Drainage easements shall not be obstructed in any way that will alter the natural and normal flow of drainage.

15. No one shall change the natural contours of the land causing undue and harmful flow of surface water drainage to adjoining property owners. In order to facilitate natural surface water drainage, it may be necessary for the developer to contour each building lot or site to provide a continuous drainage pattern from lot to lot within the subdivision. These drainage patterns shall not be altered.

16. With respect to each lot or building site on which a residential dwelling is constructed. It is required that at the time of final construction, the front yard be sodded and the sodding be properly and perpetually maintained. With respect to each corner lot or building site on which a residential dwelling is constructed, it is required that at the time of final construction, in addition to the sodding of the front yard, it is required that the side yard be completely sodded and the sodding be properly and perpetually maintained.

17. At the time of the construction of any residential dwelling on any lot or building site, each owner and/or builder must maintain the building site as free of building waste and rubble as reasonably possible.

18. No television or hand radio antennas of any kind shall be permitted to be erected or to be located to remain on any lot or building site at any time.

19. Each lot owner must place a mail box per the requirement U.S. Postal Service enclosed with type of construction which shall be architecturally consistent with the main residence.

20. Each lot owner must install an electric light pole in the front yard, designed and place to be installed, controlled by architectural committee in order to be uniform and to enhance subdivision. each owner is encouraged to turn said light on at night time for safety and protection.

21. Each lot owner must join and participate in a Home Owner's Association to be formed at a later date. Association will be responsible for maintenance of subdivision; grass, shrubs on right of way, and enclosing fences. Home Owners Association will be responsible for light bill incurred for entrance lights.

22. These covenants may be enforced by any lot or building site owner or by the Architectural Control Committee for the Association against any person or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages, and in the event of such enforcement the prevailing party shall be entitled to recover his costs and reasonable attorney's fees from the other party. Failure of any owner or the Architectural Control Committee or the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

23. Invalidation of any of these covenants by judgment or court decree shall in no way affect any of the other provision which shall remain in full force and effect.

24. 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 thirty years from the date of these covenants, after which time these covenants shall be automatically extended for successive periods of ten years unless an instrument, signed by the then owners of a majority of the lots, agreeing to change these covenants in whole or in part, has been recorded.

Maureen G. Kittrell
Witness MAUREEN G. KITTRELL
Pensacola, Inc.

Cherry A. Majors
Cherry A. Majors, President of Majorco of

Janet C. Gunther
Witness JANET C GUNTHER

Maureen G. Kittrell
Witness MAUREEN G. KITTRELL

L. D. Rushing
L.D. Rushing

Janet C. Gunther
Witness JANET C GUNTHER

Instrument 00171608
Filed and recorded in the
public records
NOVEMBER 22, 1994
at 04:21 P.M.
in Book and Page noted
above or hereon
and record verified
JOE A. FLOWERS,
COMPTROLLER
Escambia County,
Florida

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me personally appeared Cherry A. Majors, President of Majorco of Pensacola, Inc. & L. D. Rushing to me well known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before that Cherry A. Majors, President of Majorco of Pensacola, Inc. & L. D. Rushing executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 22nd day of November, A.D. 1994.

My commission expires 7-14-96

Janet C. Gunther
Notary Public
State of Florida at Large
