

DECLARATION OF PROTECTIVE COVENANTS FOR AMELIAWOOD

THIS DECLARATION OF PROTECTIVE COVENANTS FOR AMELIAWOOD, made entered into and published on this 15<sup>th</sup> day of October, 1974, by THOMAS E. ROWELL, JR. and AMELIA W. ROWELL, his wife, hereinafter referred to as the "Developers,"

W I T N E S S E T H :

WHEREAS, the Developers are the owners of that certain subdivision known as AMELIAWOOD, the plat thereof having been recorded June 13, 1974 in Plat Book 2 at Page 6 of the Public Records of Wakulla County, Florida, the legal description of same appearing in Exhibit "A" to this Declaration; and,

WHEREAS, the Developers desire to provide for the preservation of the values and amenities within said subdivision, and it is in the interest and to the benefit and advantage of the Developers and to each and every party who shall hereafter purchase any lot in said subdivision that certain protective covenants and restrictions governing and regulating the use and occupancy of said lots 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 Developers and by each and every subsequent owner of any lots within said subdivision, the Developers do hereby establish, promulgate and declare the following protective covenants and restrictions, which are hereby applied to and imposed upon all lots in AMELIAWOOD and to all persons owning said lots, or any of them, now or hereafter claiming by, through or under the Developers. These protective and restrictive covenants shall become effective immediately, shall run with the land and shall inure to the benefit of and be enforceable by the Developers and all persons claiming under

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them:

1. LAND USE AND BUILDING TYPE. All lots shall be used solely 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 stories in height, and a private garage for not more than three 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 harmony of external design with existing structures. location with respect to topography and finish grade elevation, and proposed quality of workmanship and materials. 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 paragraph 13 below.

3. SET-BACK LINES. No building shall be located on any lot nearer than 30 feet to the front lot line, nor nearer than 15 feet to any side street line, nor nearer than 6 feet to one interior lot line and 10 feet to the other, being a total of 16 feet to any side lot line. If a residence building shall be erected on more than one lot by a person owning the several lots, then the restrictions contained in this paragraph shall apply to the composite of the lots.

4. MINIMUM SIZE. No residence shall be erected or allowed to occupy any portion of any lot of said subdivision unless the heated area of the main structure, exclusive of one-story open porches and garages, shall contain at least 800 square feet.

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 or having an area of less than 10,000 square feet; provided, however, that this restriction shall

not prevent any dwelling from being built on more than one lot as shown on the recorded plat, but no lot so shown shall be subdivided to secure more than one building lot.

6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are hereby reserved as shown on the recorded plat.

7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, and nothing shall 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 as a residence either temporarily or permanently on any lot at any time.

9. 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.

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 they are not kept, bred or maintained for any commercial purpose.

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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. SEWAGE DISPOSAL. 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 Wakulla County Health Department and any other governmental agency having jurisdiction thereof. Approval of such systems as installed shall be obtained from such authority or authorities.

13. ARCHITECTURAL CONTROL COMMITTEE.

a. MEMBERSHIP. The architectural control committee shall be composed of two (or at the option of the committee, more than two) members, who may designate a representative to act for the committee. In the event of the death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor. Neither the members of the committee nor their designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time 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. The developers shall constitute the initial membership of the committee.

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 30 days after the plans and specifications have been submitted to it, approval will not be required.

14. TERM. These covenants are to run with the land and shall inure to the benefit of and be binding upon all parties and all persons claiming under them for a period of fifty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots is recorded, changing said covenants in whole or in part.

15. ENFORCEMENT. In addition to all other remedies, enforcement shall be by proceeding at law or in equity against any

person or persons violating or attempting to violate any covenant, either to restrain any violation or to recover damages, and the expense of enforcement shall be borne by the owner of the property in violation of these covenants.

16. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

17. In the event that a minor violation of any of these restrictions shall inadvertently occur, which said minor violation shall not be of such a nature as to defeat the intent and purpose of these covenants, the Developers reserve the right to waive such minor violation for a period of five years from and after this date, or until Developers have divested themselves of title to all platted lots within the subdivision, whichever shall be the last to occur. From and after that event, such waivers shall lie within the discretion of the architectural committee.

IN WITNESS WHEREOF, the Developers have hereunto set their hands and seals the day and year first above written.

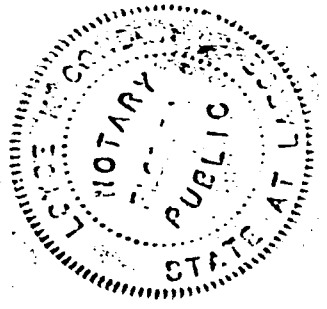
Signed, Sealed and Delivered in the Presence of:

Signe K. Carder Thomas E. Rowell, Jr. (SEAL)  
Dorothy O. Gaiser

Signe K. Carder Amelia W. Rowell (SEAL)  
Dorothy O. Gaiser  
AMELIA W. ROWELL

STATE OF FLORIDA  
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of October, 1974 by Thomas E. Rowell, Jr. and Amelia W. Rowell.



Signe K. Carder  
Notary Public  
My Commission Expires:

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Notary Public, State of Florida at Large  
My Commission Expires Aug. 10, 1976  
Bonded By American Fire & Casualty Co.

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EXHIBIT "A"

TO DECLARATION OF PROTECTIVE COVENANTS FOR AMELIAWOOD

Commence at an old concrete monument marking the Southwest corner of Lot 73 of the Hartsfield Survey of the lands of Wakulla County, Florida, and run thence North 72 degrees 51 minutes 17 seconds East, along the South boundary of said Lot 73, a distance of 250.80 feet to the POINT OF BEGINNING, from said POINT OF BEGINNING continue North 72 degrees 51 minutes 17 seconds East along said South boundary of Lot 73 a distance of 1493.29 feet, run thence North 16 degrees 41 minutes 14 seconds West 903.00 feet, run thence South 72 degrees 51 minutes 17 seconds West 241.47 feet, run thence South 16 degrees 41 minutes 14 seconds East 1.14 feet, run thence South 72 degrees 51 minutes 17 seconds West 974.01 feet, run thence South 16 degrees 41 minutes 14 seconds East 72.95 feet, run thence South 72 degrees 51 minutes 17 seconds West 277.80 feet, run thence South 16 degrees 41 minutes 14 seconds East 130.00 feet, run thence South 72 degrees 51 minutes 17 seconds West 187.56 feet, to a point of curve to the right run thence along said curve with a radius of 30.00 feet through a central angle of 90 degrees 27 minutes 29 seconds for an arc distance of 47.37 feet to a point on the Easterly right of way of a 66 foot county roadway, run thence South 16 degrees 41 minutes 14 seconds East along said Easterly right of way a distance of 120.00 feet to a point on a curve concave to the Easterly run thence Northwesterly and Northeasterly along said curve with a radius of 30.00 feet through a central angle of 89 degrees 32 minutes 31 seconds for an arc distance of 46.88 feet (the chord of said arc being North 28 degrees 05 minutes 01 seconds East 42.26 feet), run thence North 72 degrees 51 minutes 17 seconds East 138.04 feet, run thence South 16 degrees 41 minutes 14 seconds East 638.91 feet to the POINT OF BEGINNING.