

DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA
COUNTY OF WAKULLA

KNOW ALL MEN BY THESE PRESENTS, That this DECLARATION OF COVENANTS AND RESTRICTIONS, made and entered into on this 7 day of February, 1978, by BEN C. BOYNTON, hereinafter referred to as the Developer.

WHEREAS, Developer is the owner of the real property and desires to provide for the preservation of the values and amenities in said community and, to this end, desires to subject the real property described as

Commence at an old concrete monument marking the Southeast corner of Section 5, Township 3 South, Range 1 West; (proven corner) Wakulla County, Florida, and thence run North 89 degrees 23 minutes 36 seconds West along the South boundary of said Section 5 a distance of 2663.20 feet to an old axle marking the Southwest corner of the Southeast quarter of said Section 5 (proven corner) thence run North 00 degrees 32 minutes 04 seconds East along the Quarter Section Line 980.0 feet, thence run South 89 degrees 23 minutes 35 seconds East 2661.37 feet to a concrete monument on the East boundary of said Section 5, thence run South 00 degrees 25 minutes 38 seconds West 980.0 feet to the POINT OF BEGINNING containing 59.90 acres, more or less.

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1978 FEB -9 PM 12:51
RECORDED
AT THE DATE NOTED
CARLTON TUCKER
CLERK CIRCUIT COURT
WAKULLA COUNTY, FLORIDA

to the covenants, restrictions, charges and liens, hereinafter set forth each, and all of which is and are for the benefit of said property and each owner thereof.

NOW, THEREFORE, the Developer declares that the real property described above is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

The covenants and restrictions hereby imposed are as follows:

1. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Wakulla County, Florida, and contains 59.90 acres, more or less, and is more particularly described above.

2. The covenants and restrictions of this Declaration shall run with and bind the land for a term of fifty (50) years from the date this Declaration is recorded.

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 covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Invalidation of any of these covenants or restrictions by judgment or court order shall in no ways affect any other provision which shall remain in full force and effect.

3. No site shall be used except for residential purposes. No building of any type shall be erected, altered, placed or permitted to remain on any site other than one detached single-family dwelling not to exceed two and one-half stories in height, providing further, that no more than one such residence shall be located on any 2 acre portion of said land. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof.

4. Owner may install certain improvements on the property and place a mobile home on the lot to use as a temporary single-family residence for a period of not more than five years or until July 1, 1982, whichever is sooner, at which time they must be removed from the lot.

No mobile home shall be placed on any lot unless such mobile home is at least forty-five feet in length and ten feet in width or 450 square feet of living space.

No mobile home shall be placed on any lot unless any such mobile home has been manufactured by a company engaged in the manufacture of mobile homes. It is the intention of this restriction to prohibit the parking of any "homemade" mobile home on any of aforesaid lots. Mobile homes placed on this property must be no more than a five year old mobile home model, including the current year, and it is required, and shall be the responsibility of the owner, to provide complete skirting for the mobile or modular home. This skirting is to be installed within four weeks from the date of moving the mobile or modular home on to the tract.

All lots are restricted to occupancy by a single-family, living in a single mobile home. Leasing or sub-leasing of a mobile home or a lot to a party other than the buyer or purchaser of a lot shall be permitted, provided that all leasing or sub-leasing, in all respects, conform with those restrictive covenants.

5. Except as otherwise provided herein, no structure of a temporary character basement, tent, shack, tool or storage shed, barn or other out building of any type shall be located on any site at any time, unless approved by the Developer. Greenhouses shall be allowed, if approved by the Developer.

6. The ground floor area of the permanent residence, exclusive of one-story porches, garages, carports, and patios shall be not less than 1,000 square feet.

7. No building shall be located on any site nearer than 85 feet to the front property line, or nearer than 25 feet to any side property line.

No single family dwelling shall be located nearer than 25 feet to an interior property line. No single family shall be located on any interior site nearer than 50 feet to the rear line.

8. No noxious or offensive activity shall be carried on upon the property nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhood.

9. No structure of a temporary garage, basement, tent, shack, barn, or other outbuilding shall be used on the property at any time as a residence either temporarily or permanently.

10. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the property. No derrick or other structure designed for the use of boring for oil or natural gas shall be erected or maintained for any commercial purposes.

11. No animals, livestock, or poultry of any kind, shall be raised, bred or kept on the property except that dogs, cats, other household pets, horses, poultry, and cattle may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

12. No parcel shall be used or maintained as a dumping ground for rubbish and trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in clean and sanitary conditions.

13. No sewage disposal system shall be permitted on the property unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of the State of Florida and Wakulla County Health Departments. Approval of such systems as installed shall be obtained from such department or departments.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed this the 7 day of February, A.D., 1978.

WITNESSES:

William M. Eyster

BEN C. BOYNTON
BEN C. BOYNTON, Developer

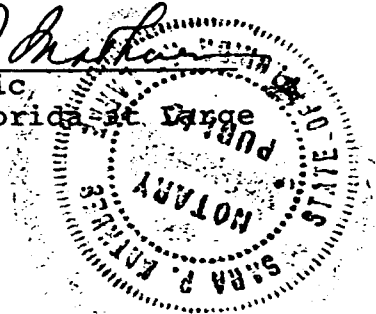
Dora P. Hartman

STATE OF FLORIDA.

COUNTY OF LEON

The foregoing instrument was acknowledged before me this 7 day of February, A.D., 1978.

Dora P. Hartman
Notary Public,
State of Florida, at Large
My Commission Expires March 25, 1981
Bonds By American Fire & Casualty Company

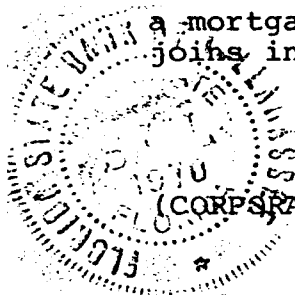


My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 25, 1981
Bonds By American Fire & Casualty Company

JOINDER AND CONSENT TO COVENANTS

The undersigned hereby certifies that it is the holder of a mortgage on the above-described property and that it hereby joins in and consents to the above-described covenants.



(CORPORATE SEAL)

FLORIDA STATE BANK OF TALLAHASSEE

BY: *J. L. McDaniel, Jr.*
as Its Executive Vice President

STATE OF FLORIDA

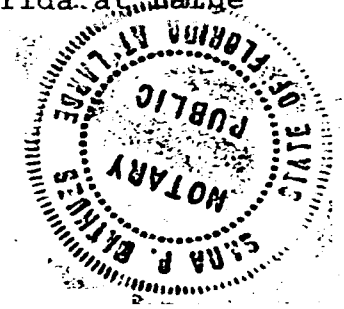
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 8 day of February, A.D., 1978, by J. L. McDaniel, Jr., as Executive Vice - President of Florida State Bank of Tallahassee, a corporation organized under the laws of the United States, on behalf of the corporation.

Dora P. Hartman
Notary Public
State of Florida, at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 25, 1981
Bonds By American Fire & Casualty Company



This instrument prepared by:
Daniel O. Palmer, Esquire
Post Office Box 391
Tallahassee, Florida 32302