

Crestwood Subdivision

DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That CARL E. FERRELL, SR., and CATHERINE FERRELL, his wife, DAVID L. COWLES and CARL E. FERRELL, JR., hereinafter called the owners, are the owners of Crestwood Subdivision, a subdivision recorded in Plat Book 2, Page 7, Public Records of Wakulla County, Florida.

WHEREAS, the owners, desire to assure that there is a harmonious and continuous plan and development of Crestwood Subdivision and further to assure that all lots and blocks and tracts which they may own in the said subdivision will be governed by a single and uniform plan, which plan will be binding upon its successors, assigns and restrictions upon the said lands, which covenants and restrictions shall limit the use of each and all of the said lots and tracts as shown on the plat of Crestwood Subdivision, and

WHEREAS, the owners desire to make the said lots and tracts, as shown on the said plat, subject to the covenants and restrictions hereinafter stated, and to make the said covenants and restrictions run with the land,

NOW, THEREFORE, in consideration of the Premises, the owners for themselves and their successors, legal representatives and assigns, hereby restrict the use of the aforesaid, the following covenants and restrictions:

1. No mobile home or structures shall be placed on any lot unless such mobile home or structure is at least fifty (50) feet in length and twelve (12) feet in width.

2. No mobile home shall be placed on any lot unless 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 "home made" mobile home on any of the aforesaid lots. No mobile home over five (5) years of age at the time of lot purchase may be placed on any lot.

1.

OFF. REC. 43 PAGE 102

3. All lots are restricted to occupancy by a single family, living in a single mobile home or residence. Leasing or sub-leasing of a mobile home or residence 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 shall, in all respects, conform with these restrictive covenants.

4. No mobile home or residence placed on any lot shall violate the set-back restrictions of the Wakulla County Zoning Regulations, or any other regulatory body. There shall be a set-back of thirty (30) feet from the street right to way easement on all lots, fifteen (15) feet from the side lot lines and thirty (30) feet from the back lot line.

5. No mobile home or residence shall be placed on any lot unless the mobile home or residence has complete sanitary facilities, which shall include lavatory, water closet, tub or shower, and kitchen sink, and all such sanitary facilities must be in operable condition prior to placing the said mobile home on a lot or the residence being occupied.

6. All buyers or purchasers of lots, including their heirs, successors, and assigns, shall be required to use and pay for water and sewer service as provided by a municipality, or any private utility company affording such service to said subdivision; in conformity herewith, all buyers or purchasers of lots shall be required to pay any deposits or tap-in fees by a municipal or private utility company, prior to moving any mobile home onto any lot or the occupancy of any residence in said subdivision; and also to pay promptly all monthly charges for service. Buyers or purchasers shall make all payments due to the utility company for sewerage service so provided. Septic tanks located on or used on any lot of this subdivision shall be used in accordance with all State and County regulations.

7. Buyers or purchasers of lots in the subdivision shall be permitted, provided the State, County and/or City approve, to drill on said lot a well for the purpose of providing a secondary water supply, provided that the location of any such well shall be to the rear of

said mobile home or residence, or otherwise will be located in a building, cabana, or other structure which will guarantee that the well, pump and tank shall not be visible from the street at any time.

8. Each mobile home shall have a minimum ten (10) by twenty (20) feet manufactured mobile home awning or cabana room attached to it so that the awning or cabana room is visible from the street side of the lot. Mobile homes over seventeen (17) feet wide are exempted from this restriction. The buyer shall have six months after the mobile home is placed on the lot to comply with this restriction.

9. No animal other than household pets shall be kept or harbored on any of the said lots or within any mobile home situated thereon. Household pets are herein described to be cats, dogs, parakeets, and other small domestic animals. A property owner may keep one (1) horse per acre or a maximum of two (2) horses on two acres provided the property owner owns at least one or two acres of contiguous property and further provided that the horses are not kept, bred or maintained for any commercial purpose. Property owners owning less than one (1) acre shall not be permitted to keep horses. A stable must be located at the rear of property owner's lot and must be at least 25' from any adjacent property boundary and/or streets, roadways, etc.

10. Small vegetable gardens will be permitted provided the garden is placed to the rear of the property owner's lot and at least ten (10) feet from any adjacent street or roadway.

11. No noxious, offensive, immoral, or illegal activity shall be carried on upon any lot, nor shall any act be committed thereon which would constitute an annoyance or nuisance to the other residents of the subdivision or to the general public.

12. No commercial advertising or display signs shall be permitted within the subdivision, except that the owner, or his agents, may erect such temporary advertising and display signs as may reasonably be required for

development and sale of homes and lots.

13. Any major mechanical or repair work performed on any motor vehicle shall be done in an enclosed garage or carport, and shall not be visible from the street.

14. All mobile homes shall have a fence, screen, wall, or skirt so that the undercarriage and wheels are covered and not visible from the street. This fence, screen, wall, or skirt shall be erected on all sides of the mobile home, and will be a minimum height from the ground to the bottom edge of the mobile home. The buyer shall have six months after the mobile home is placed on the lot to comply with this restriction.

15. These covenants and restrictions are to run with the title to said land and shall be binding upon all parties and all persons claiming by, through or under the owner, or owning or residing on any lot and shall be binding for a period of ten years (10 years) from the date of these covenants and restrictions, after which said covenants and restrictions shall automatically expire unless extended for a successive period of ten (10) years by an instrument signed by a majority of the then owners of the lots in said subdivision.

16. Enforcement of these covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or threatening or attempting to violate any covenant and such proceedings may be either to restrain violation or to recover damages.

17. Invalidation of any one of these covenants and restrictions or of any provision herein set forth by judgment or court order shall in no wise affect the other provisions hereof, which shall remain in full force and effect.

4.

OFF.
REC. 43 PAGE 105

IN WITNESS WHEREOF, we have set our hands and seals this

3rd day of September, A. D., 1974.

Witnesses:

Edward B. Chastain

Carl E. Ferrell, Sr.
CARL E. FERRELL, SR.

Bobby R. Davidson

Catherine Ferrell
CATHERINE FERRELL

David L. Cowles
DAVID L. COWLES

Carl E. Ferrell, Jr.
CARL E. FERRELL, JR.

STATE OF FLORIDA

COUNTY OF LEON

BEFORE ME, personally appeared CARL E. FERRELL, SR., CATHERINE FERRELL, his wife; DAVID L. COWLES and CARL E. FERRELL, JR., to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 3rd day of

September, A. D., 1974.



Bobby R. Davidson
Notary Public

State of Florida at Large

Notary Public, State of Florida at Large
My Commission Expires: Aug. 17, 1977
Bonded by American Fire & Casualty Co.

My commission expires