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J. HAROLD THURMOND CLERK
CO:WAKULLA ST:FL

MILL HOLLOW SUBDIVISION, UNIT II

RESTRICTIVE COVENANTS

1. The parcels comprising the above described land shall be known and described as residential lots and no structure shall be erected on any residential building lot other than one detached single family dwelling (no smaller in size than 1,300 square foot of heated area space.)
2. No mobile homes shall be placed on any lot of the above described land.
3. No structure shall be erected on any residential building lot without a concrete driveway, 3,000 square foot of sod, and a mailbox conforming to the standard uniform design.
4. No home shall be located on any parcel nearer than fifty (50) feet to the front lot line nor nearer than twenty-five (25) feet to the side or rear lot lines. No barn, detached garage, or other out building may be placed nearer than twenty-five (25) feet to the side or rear lot lines.
5. No barn, detached garage or other out building may be placed or erected without conforming to the standards of the home and restrictive covenants.
6. A property owner may keep animals (except cows, swine, and the like), provided they are contained in an enclosed area and kept under control at all times, and provided they are not kept, bred, or maintained for commercial purposes and that they do not any time present a nuisance or become unsightly or obnoxious to the other residents of the subdivision or to the public in general.
7. No trees larger than 20" may be removed, except those necessary for the erection and placement of home and drive.
8. Septic tanks located on or used on any lot of this subdivision shall only be used in accordance with all State and County regulations.
9. All garbage, trash, or other refuse shall be kept in clean and covered receptacles. It shall be the duty of all lot buyers to see that their garbage, trash, and other refuse is systematically and weekly collected.
10. No abandoned vehicles will be kept on above described land.
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.

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12. The purchaser of each lot shall keep the lot mowed regularly and cleared of any unsightly objects, where lots border on or contain ditches, ponds, or drainage canals, the buyer shall keep that area, including the slopes, down to the edge of the water mowed and maintained regularly. Washouts or erosions on the lots shall be properly tended to by the respective lot purchaser, and the natural flow of water shall not be blocked.
13. Leasing, sub-leasing, or selling a home on a lot to a party other than the buyer or purchaser of a lot shall be permitted, provided that all leasing, sub-leasing, or selling shall, in all respects conform with these restrictive covenants.
14. 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, and under the owner until thirty (30) years. If any party hereto, their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in this subdivision to prosecute any proceedings against the person or persons violating or attempting to violate any such covenants to prevent him or them from doing or to recover damages for such violations.
15. The owner hereby reserves unto itself, its successors, legal representatives, and assigns, a perpetual, alienable and releasable easements, privileges and rights on, over and under the ground to erect, maintain and use television cables, electric and telephone poles, wire, cables, conduits, drainage ditches, sewers, water mains and roads and suitable facilities for drainage purposes or for the conveyances and use of electricity, telephone, gas, water, or other public conveyances or utilities on, in or over all easements reserved or shown on plat, together with the right of ingress and egress to and from the lands affected by such easements. Said owner shall have the unrestricted right and power of alienation of the unrestricted right and power to release such easements.

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DECLARATION OF RESTRICTIONS

THIS Declaration of Restrictions made this 29th day of August, 1994, by Billy N. Porter, President, Curley's Construction, Inc., hereinafter referred to as "Declarant."

WHEREAS Declarant is the owner of Mill Hollow Subdivision, Unit II, a subdivision of record as per map or plat thereof, recorded in Plat Book 3, Page 35, of the public records of Wakulla County, Florida; and

WHEREAS the Declarant intends to sell the above described property restricting it in accordance with a common plan designed to preserve the value and residential qualities of said land, for the benefit of its future owners.

NOW therefore, Declarant declares that said real property shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied, subject to the covenants and restrictions hereinafter set forth expressly and exclusively for the use and benefit of said property and of each and every person or entity who now or in the future owns any portion or portions of said real property.

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16. Billy N. Porter, President, Curley's Construction, Inc. hereby reserves unto itself, the right to approve or reject any builder or plans submitted for building within the above described land. Upon approval, the builder shall be permitted to build, provided that all construction shall, in all respects, conform with these restrictive covenants.

Billy N. Porter

Billy N. Porter, President
Curley's Construction, Inc.

COUNTY OF WAKULLA
STATE OF FLORIDA

BEFORE ME personally appeared Billy N. Porter to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 29th of August, 1994.



HOLLY J. PORTER
MY COMMISSION # CC363114 EXPIRES
March 8, 1998
BONDED THROUGH FARM INSURANCE, INC.

Holly J. Porter
Notary Public

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