

54438

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR SOUTHSIDE ESTATES

A SUBDIVISION IN LOT 121 OF HARTSFIELD SURVEY  
OF LANDS IN WAKULLA COUNTY, FLORIDA

KNOW ALL MEN BY THESE PRESENTS, That BOB I. KORNEGAY and MURREL KORNEGAY, his wife, the owners in fee simple of certain real estate located in Wakulla County, Florida, known by official plat designation as Southside Estates, pursuant to a plat recorded on the 15th day of September, A. D., 1983 in Plat Book 2, page 52, of the public records of Wakulla County, Florida.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots constituting such subdivision, the owners of said property hereby declare that all of the real property described above, and each and every part thereof, shall be held, sold, and conveyed subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above described property, or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof as follows:

1. Each lot shall be used as a residence for a single family and for no other purpose.
2. No business of any kind shall be conducted from any residence, except that a residence may be rented or sold as long as any signs or on-site advertising used shall not exceed five square feet.
3. All residences must contain at least 1,000 square feet of heated floor space, be of pole or piling construction at least 8 feet above the ground and comply with the County's Flood Ordinance, be of wood frame construction with wood exterior finish and be of no more than two stores in height. All houses shall be new construction. Any factory built homes shall have wood type exterior siding, minimum of twelve inch (12") eaves and a shingle roof.
4. No building or other structure shall be commenced, erected, or be permitted to remain upon a lot, nor shall any exterior addition to or change

98 PAGE 190

or alteration therein be made to an existing building or structure 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 Committee composed of one (1) representative of the Developer, one (1) representative of the real estate agency authorized to sell the subdivision lots and one property owner, other than the Developer, of a lot(s) within the Development. Approval or disapproval by two-thirds majority of the Committee of building plans, and specifications, shall be in writing within thirty (30) days after the plans and specifications have been submitted to the Committee or such plans shall be considered approved subject to all other Covenants. The Committee also must approve all docks, prior to their construction.

5. No mobile homes, travel trailers, campers, or recreational vehicles shall be allowed to remain on any lot.

6. All residences must utilize available sewer and water service. No septic tanks or outdoor toilets shall be allowed at any time or under any conditions.

7. The subdivision streets shall remain unpaved unless approved by the Department of Environmental Regulations and no on-street parking shall be allowed at any time.

8. All residences must be set back at least twenty (20) feet from all streets and five (5) feet from any sideline boundary.

9. No livestock, fowl or other animals shall be allowed on the property at any time, except household pets. Such household pets shall be allowed as long as they do not become a bother or nuisance to others. No animal shall be kept, bred, or maintained for any commercial purposes upon said property. No dog, cats, or other household pets shall be permitted to roam free in the subdivision.

10. No obnoxious, offensive, or illegal activities shall be allowed upon said property at any time.

11. No junk cars or other vehicles shall be allowed to be kept or stored or abandoned on any residential lot.

12. No shacks, junk, debris, or outbuildings shall be allowed at any time. Utility rooms shall be allowed on the ground floor under residences as long as they have the same exterior finish as the residence, if allowed by county ordinances.

13. No fence exceeding four feet in height can be constructed on any residential lot. All fences must be decorative and ornamental. The purpose of this restriction is to prohibit fence structures which are not of good workmanship and quality. Decorative and ornamental is defined as that which is aesthetically pleasing to the eye and is not of a temporary nature.

14. Docks are permitted to extend no more than ten feet into a canal.

15. Digging into the lot from a canal in any manner is prohibited.

16. A lot owner is under no time restriction on when to build a structure, but once construction is initiated, the structure must be completed for occupancy no later than one year after the initiation date of construction.

17. No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other waste shall be kept in closed sanitary containers. No waste of any kind shall be dumped, drained or put into the canals in the subdivision.

18. It is understood and agreed that each lot owner will be responsible for the prorata share of the expenses incurred for the maintenance of the road to all lots used for ingress and egress. The Developer will be responsible for the road until July 15, 1983. After that date, the responsibility of collecting the assessment and maintaining the road will be the responsibility of land owners within the subdivision. They shall form a property owner association for the purpose of managing the fund used for maintaining the road.

The above covenants, conditions and restrictions can be enforced by the owners of any lot within the subdivision, by any proceeding at law or in equity, and the failure by the owners of any lot within the subdivision 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 one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by the owners of not less than three-fourths of the subdivision lots.

No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein; provided,

This instrument was prepared by  
A. L. PORTER  
Attorney at Law  
Crawfordville, Florida

however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's deed or otherwise.

The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by any lot owner for a period of twenty years from the date hereof. Thereafter, they shall be automatically extended for periods of five years unless otherwise agreed to in writing by the then owners of at least three-fourths of the subdivision lots.

IN WITNESS WHEREOF, We have hereunto set our hands and seals at Crawfordville, Florida, on this 3rd day of October, A. D., 1983.

Signed, sealed, and delivered in the presence of us:

*Louise W. Tucker*  
*A. L. Jantz*

*Bob I. Kornegay* (SEAL)  
BOB I. KORNEGAY

*Murrel Kornegay* (SEAL)  
MURREL KORNEGAY

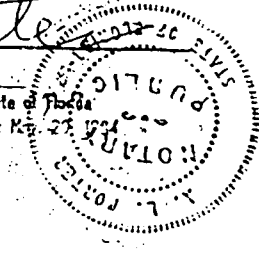
STATE OF FLORIDA,  
COUNTY OF WAKULLA.

This day personally appeared before me, the undersigned authority, Bob I. Kornegay and Murrel Kornegay, his wife, to me well known to be the individuals described in and who executed the foregoing covenants and Restrictions, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 3rd day of October, A. D., 1983.

*A. L. Jantz*

Notary Public, State of Florida  
My Commission Expires May 28, 1984



OFF. REC. 98 PAGE 193