

DECLARATION OF PROTECTIVE COVENANTS FOR SWIRLING SINKS

THIS Declaration of Protective Covenants for Swirling Sinks, made, entered into and published on this 26th day of October, 1989, by Bobby R. Smith and Pattie F. Smith, his wife, hereinafter referred to as the "Developers."

WITNESSETH

WHEREAS, the Developers are the owners of that certain subdivision known as SWIRLING SINKS, the plat thereof having been recorded Oct. 24th, 1989, in Plat Book 2 at Page 106 of the Public Records of Wakulla County, Florida; 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 Swirling Sinks 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 them:

1. All dwellings, residences, mobile homes, modular homes or other structures placed on or constructed upon the property must comply with all government rules, regulations, ordinances, and statutes as may be in effect.
2. There shall be no more than one (1) residential structure or dwelling placed or constructed upon any one (1) lot.
3. 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.
4. No commercial activity to be allowed on the property, except property rental. No noxious or offensive activity shall be carried on upon any lot, and nothing shall be done thereon which may become an annoyance or nuisance to the neighborhood.
5. 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.
6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, a maximum of three (3) horses or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
7. All dwellings, residences, additions, mobile homes, modular homes or other structures placed or constructed on the property must first be approved in writing by both members of the Swirling Sinks Architectural Control Committee. This Committee shall be composed of Bobby R. Smith and Pattie F. Smith or their assignees and successors.
8. No motor home, recreational vehicle, or similar equipment to be kept on the property for longer than six (6) consecutive months. This restriction shall not apply if there is a permanent dwelling or residence on the property or if a permanent dwelling or residence is being placed or constructed on the property. No homemade mobile homes, modular homes, and no converted motor homes are allowed on the property.
9. No dwellings, residences, additions, mobile homes, modular homes or other structures may be placed or constructed nearer than ten (10) feet to the side and back boundary lines and no nearer than seventy-five (75) feet from the roadway easement.
10. Easements for the installation and maintenance of utilities and drainage facilities are hereby reserved as shown on the recorded plat.
11. The property owners agree to become members of the Swirling Sinks Road Maintenance Association, Inc., and abide by the requirements of that Association at such time as that Association becomes a legal entity.
12. No inoperative motor vehicle to be kept on the property for longer than three (3) weeks.

13. All mobile homes placed on the property must be built within the last ten years. No mobile home shall be placed on any lot unless said mobile home is at least fifty (50) feet in length and twelve (12) feet in width. All mobile homes shall have a decorative type skirting on all sides of the mobile home and all mobile home hitches shall be removed when the mobile home is placed on the lot. Permanent steps must be installed on all mobile homes.

14. 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. 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.

15. 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.

16. 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.

17. 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.

18. 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 ten years from and after this date, or until the 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 this 20th day of October, 1989.

Signed, Sealed and Delivered
In the Presence of:

Timothy R. Jordan

Bobby R. Smith (SEAL)
Bobby R. Smith

Marvin H. Starnes

Pattie F. Smith (SEAL)
Pattie F. Smith

STATE OF FLORIDA
COUNTY OF WAKULLA

The foregoing instrument was acknowledged before me this 20th day of October, 1989 by Bobby R. Smith and Pattie F. Smith, his wife.

Notary Public, State of Florida
My Commission Exp. 04/24/1991
Under the authority of the State

Timothy R. Jordan
NOTARY PUBLIC



REC: 161 PAGE 237