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WAKULLA COUNTY FLORIDA

RESTRICTIVE COVENANTS FOR WAKULLA RESERVATION

Robert L. and Delores Steele, as Covenantors herein, and the owners of tract of land known as Wakulla Reservation, a subdivision located in Wakulla County, Florida, and more particularly described in the map or plat thereof recorded in Plat Book 3, Page 33, of the Public Records of Wakulla County, Florida, does hereby impose upon the said lands the following covenants and restrictions to run with the land and which shall be binding on all parties and all persons claiming under them until May 5, 2004, at which time said coventants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change such covenants in whole or in part.

Wakulla Reservation Architectural Control Committee shall initially be composed of the undersigned Owners/Developers, namely Robert L. and Delores Steele. As lots are sold, purchasers thereof shall become members of the WAKULLA RESERVATION HOMEOWNERS ASSOCIATION and at such time as it is deemed appropriate by the two above named developers said Homeowner Association shall assume the duties of said Architectural Control Committee, and shall also assume responsibility for maintenance of the private roads (Steele Court and Reservation Court) within the subdivision.

- A. Each lot shall be used as a residence for single family and no other purpose.
- B. Each driveway must have at least a 20 foot length of pipe, being 15", or greater in diameter, placed in the driveway access road to the lot. Each driveway pipe must have mitered end sections.
- C. Any major mechanical or repair work perfromed on any motor vehicle shall be done in an enclosed garage or carport and shall not be visible from the street. All inoperable motor vehicles must be removed from the subdivision within fourteen days (14) unless stored out of sight in a building.
- D. No structure of a temporary character shall be used as a residence.
- E. There shall be a five (5) foot utility easement along all lot lines.
- F. All two (2) acre lots shall be required to connect to Talquin Electric Water System.
- G. Building set backs for mobile homes and conventionally homes, front 50 ft., rear 25 ft. and sides 25 ft.
- H. 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 at any time present a nuisance or become unsightly or obnoxious to the other residents of the subdivision or to the public in general. (Dog pens are not allowed.)

OFF. REC. 231 PAGE 667.

- I. 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.
- J. 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.
- K. The purchaser of each lot shall keep the lot mowed regularly and cleared of any unsightly objects. 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.
- L. Lots: 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23 shall be restricted to conventionally built homes. Homes shall contain at least twelve hundred (1200) square feet of heated and cooled area, exclusive of porches and garages.
- M. Lots: 1, 2, 3, 4, 5 and 6 shall be restricted to mobile or modular homes and conventionally built homes. Mobile or modular homes must contain at least seven hundred (700) square feet of heated and cooled area, exclusive of porches and garages.
- N. Any mobile or modular home placed on any lot must be NEW; however, the Architectural Control Committee, after thorough inspection, may find the used mobile or modular home to be of attractive appearance and in a well maintained condition, and said committee may therefore waive this restriction and give written permission which will allow said used mobile or modular home to be placed on lot.
- O. Before any mobile or modular home can be occupied permanent steps must be installed in lieu of the wooden steps provided by mobile home dealers, and appropriate skirting must be placed around the base of the home.
- P. Invalidation of any one of these covenants by judgement or other court order shall in no wise affect any of the other restrictive provisions which shall remain in full force and effect.
- Q. Adherence and compliance with the above covenants may be waived upon petition in writing to the owners/developers and approval in writing by the owners/developers granting permission for noncompliance with the restrictive covenant. A failure of the owners/developers to act upon any petition shall not be deemed the granting of permission for noncompliance with the restrictive covenants. Each case shall be considered individually.
- R. Any forbearance of failure to enforce the terms and conditions set forth by the above restrictive covenants on the part of the owners/developers or any one entitled to enforce the same shall not constitute a waiver of the terms and conditions of the restrictive covenants and any one in violation of the covenants is not entitled to any notice to cease and desist before enforcement of the covenants is demanded or prosecution commenced as provided by law.

OFF. REC. 231 PAGE 668

THIS AGREEMENT SHALL BE binding upon and shall inure to the benefit of the undersigned, their heirs and assigns, and upon and between the several assigns of properties subjected hereto and upon the terms and conditions hereof.

SIGNED this 20 day of April

Witnesses

Ashley Parks
Stanley Steele

Owners/Developers

Robert L. Steele
Robert L. Steele
Delores Steele
Delores Steele

STATE OF FLORIDA
COUNTY OF WAKULLA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Robert L. Steele and Delores Steele, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 20 day of April, 1994



JEANNE CURRY FESPERMAN
MY COMMISSION # CC288930 EXPIRES
May 28, 1997
BONDED THRU TROY FARM INSURANCE, INC.

Jeanne Curry Fesperman
NOTARY PUBLIC

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