

COVENANTS AND RESTRICTIONS OF WAKULLA SPRINGS-
ACRES

RECORDED
AT THE COUNTY CLERK'S OFFICE

102742

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KNOW ALL MEN BY THESE PRESENTS:

That James M. Boynton, President, Jimmy Boynton Realty, Inc. and Daniel W. Miller, as Covenantors herein, and the owners in fee simple of a tract of land known as WAKULLA SPRINGS ACRES, a subdivision located in Wakulla County, Florida, more particularly described in the plat thereof recorded in Plat Book 2, Page 103, public records of Wakulla County, Florida, do hereby impose upon the said land 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 October 1, 2002, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the ten owners of the lots it is agreed to change such covenants in whole or in part.

If the parties hereto, or any of them or their heirs or assigns, shall violate, or attempt to violate, any of the covenants herein, it shall be lawful for any other person, firm or corporation, owning any real property situated in the subdivision to prosecute any proceedings at law or in equity against the person or persons violating, or attempting to violate, any such covenants and intervening to prevent him or them from so doing, or to recover damages or other dues for such violation.

COMMON RESTRICTIONS

1. Each lot shall be used as a residence for a single family and for no other purpose.
2. No mobile home that is Three (3) years or older, regardless of size, shall be placed within the subdivision until approved by the Declarant i.e. Jimmy Boynton Realty, Inc. and Daniel W. Miller. If no action has been taken after thirty (30) days from the date in which the approval of a mobile home has been made, then approval shall be presumed. Approval shall be based on compliance with these restrictions and location on the property. Approval shall not be arbitrarily withheld.
3. All buildings and residences shall comply with all county setback regulations.
4. No structure of a temporary character shall be used as a residence.
5. No animals, except household pets, may be kept on any lots within the subdivision. No poultry is allowed.
6. No trash, rubble piles or any offensive eyesore shall be permitted on said property.
7. No commercial enterprise shall be allowed to operate within the subdivision.
8. 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. All inoperable motor vehicles must be removed from the subdivision within fourteen (14) days unless stored out of sight in a building.
9. No noxious or offensive activity shall be carried on upon any lot, nor shall any act be committed which would constitute an annoyance or nuisance to the other residents in the subdivision or to the general public.
10. All conventionally built homes shall contain at least One Thousand (1,000) square feet of heated and cooled area, exclusive of porches and garages. All mobile homes shall contain at least Seven Hundred (700) square feet, and all modular homes shall contain at least Nine Hundred (900) square feet of heated and cooled space, exclusive of porches and garages.

Prepared by:
Barbara Boynton
P. O. Box 4167
Tallahassee, FL 32315

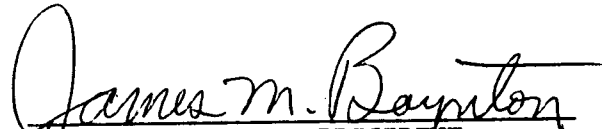
Courtesy of Stewart Title of Tallahassee, Inc. (850) 422-2960

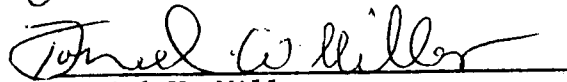
Covenants & Restrictions
Wakulla Springs Acres (Continued)

11. No mobile homes 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 location of any "homemade" mobile home on any lot.

12. The invalidation of any restriction herein by the judgment of any court shall not effect any of the other restrictions, which shall remain in full force and effect.

IN WITNESS WHEREOF the said Covenantors have caused this instrument to be signed in their names, this 16th day of October, 1992.

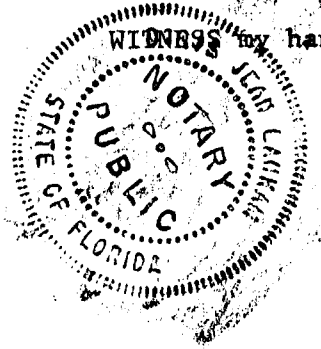

JAMES M. BOYNTON, PRESIDENT
JIMMY BOYNTON REALTY, INC.

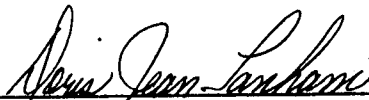

Daniel W. Miller

STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME, the undersigned authority, this day personally appeared James M. Boynton, President, Jimmy Boynton Realty, Inc. and Daniel W. Miller, each personally known to me and who did not take oath, and they acknowledged before me that they executed the foregoing instrument to be their free act and deed as such owners, for the uses and purposes herein mentioned.

WITNESSES by hand and official seal, this 16th day of October, 1992.




NOTARY PUBLIC Doris Jean Lanham
Notary Public, State of Florida
My Comm. Exp. Feb. 17, 1995
Bonded thru PICHARD Ins. Agency

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