

DECLARATION OF PROTECTIVE COVENANTS FOR AMELIAWOOD SUBDIVISION, UNIT II.

THIS Declaration of Protective Covenants for Ameliawood Subdivision, Unit II, made, entered into and published on the 22nd day of April, 1981, by Rowell Builders, Inc., hereinafter referred to as the "Developer."

W I T N E S S E T H

WHEREAS, the Developer is the owner of that certain subdivision known as Ameliawood Subdivision, Unit II, the plat thereof having been recorded FEBRUARY 20 1979, in Plat Book 2, Page 26 of the Public Records of Wakulla County, Florida; and,

WHEREAS, the Developer desires 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 Developer 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 Developer and by each and every subsequent owner of any lots within said subdivision, the Developer does hereby establish, promulgate and declare the following protective covenants and restrictions which are hereby applied to and imposed upon all lots in Ameliawood Subdivision, Unit II and to all persons owning said lots, or any of them, now or hereafter claiming by, through or under the Developer. 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 Developer and all persons claiming under them.

1. LAND USE AND BUILDING TYPE. All lots shall be used solely for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single family dwelling not to exceed two and one-half stories in height, and a private garage for not more than three cars. At no time and under no circumstances may a trailer or mobile home of any style, type or condition be placed on any of these lots.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure, have been approved by the architectural control committee as to harmony of external design with existing structures, location with respect to topography and finish grade elevation, and proposed quality of workmanship and materials. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in paragraph 13 below.

3. SET BACK LINES. No building shall be located on any lot nearer than 15 feet to any side street line, nor nearer than 5 feet to one interior lot line and 5 feet to the other, being a total of 10 feet to any side lot line. If a residence building shall be erected on more than one lot by a person owning the several lots, then the restrictions contained in this paragraph shall apply to the composite of the lots.

4. MINIMUM SIZE. No residence shall be erected or allowed to occupy any portion of any lot of said subdivision unless the heated area of the main structure exclusive of one-story open porches and garages, shall contain at least 800 square feet.

5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 40 feet at the minimum building setback line or having an area of less than 10,000 square feet; provided, however, that this restriction shall not prevent any dwelling from being built on more than one lot as shown on the recorded plat, but no lot so shown shall be subdivided to secure more than one building lot.

6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are hereby reserved as shown on the recorded plat.

7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, and nothing shall be done thereof which may be or may become an annoyance or nuisance to the neighborhood.

8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used as a residence either temporarily or permanently on any lot at any time.

9. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, minerals excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

10. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

11. GARBAGE AND REFUSE DISPOSAL. 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.

12. SEWAGE DISPOSAL. 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.

13. 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 developer 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.

14. TERM. 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.

15. ENFORCEMENT. 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 the enforcement shall be borne by the owner of the property in violation of these covenants.

16. SEVERABILITY. 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.

17. AMBIGUITIES. 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 Developer reserves the right to waive such minor violation for a period of ten years from and after this date, or until the Developer has divested itself 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 Developer has hereunto set its hand and seal this 23 day of April, 1981.

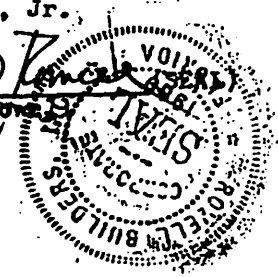
ROWELL BUILDERS, INC.

BY: _____ (SEAL)

Thomas E. Rowell, Jr.
President

ATTEST: _____

Amelia W. Rowell
Secretary



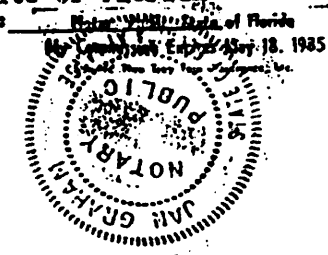
Signed, Sealed and Delivered
in the Presence of:

Jan Graham
Jill Pearce

STATE OF FLORIDA
COUNTY OF WAKULLA

The foregoing instrument was acknowledged before me this 23 day of April, 1981 by Thomas E. Rowell, Jr., President and Amelia W. Rowell, Secretary, of Rowell Builders, Inc.

Jan Graham
Notary Public - State of Florida
Commission Expires: _____



RECORDED
AT THE DATE LISTED
1981 APR 23 AM 10: 27
CARLTON TUCKER
CLERK COUNTY COURT
WAKULLA COUNTY, FLORIDA

46848

Prepared by: Amelia Rowell
Rowell Builders Inc
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Sophocly, Fla 32352