

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR CEDAR CREEK ESTATES

CARL C. CARROLL, JR. and MARGARET CARROLL, his wife, as the owners in fee simple of certain real property located in Wakulla County, Florida, known by official plat designation as CEDAR CREEK ESTATES, pursuant to a plat recorded on August 3rd, 1981 in Plat Book No. 2, Page 33 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 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 a residence may be rented as long as no signs or on-site advertising is used for said purpose.
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, be of wood frame construction with wood exterior finish and be of no more than two stories in height excluding the ground floor.
4. A trailer or mobile home shall be allowed on a lot only during residence construction and for a single period of time not to exceed six months. At no other time and under no other conditions shall mobile homes, travel trailers, campers

or recreational vehicles be allowed on any lot.

5. 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.

6. The subdivision streets shall remain unpaved and no on-street parking shall be allowed at any time.

7. All residences must be set back at least 20 feet from all streets and 5 feet from any other property boundary line.

8. No livestock, fowl or other animals shall be allowed on the property at any time except domestic dogs and cats shall be allowed as long as they do not become a bother or nuisance.

9. No obnoxious, offensive or illegal activity shall be allowed at any time.

10. No shacks, junk, debris or out-buildings 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.

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 effect 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 remedy by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to subdivision or any lot therein; provided, 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, this 23rd day of July, 1981.

In the presence of:

William H. Webster  
Margaret A. Carter  
William H. Webster  
Margaret A. Carter

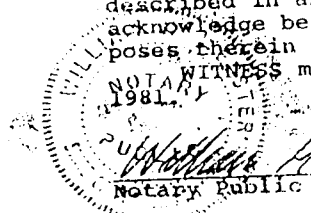
Carl C. Carroll, Jr. (Seal)  
CARL C. CARROLL, JR.

Margaret Carroll (Seal)  
MARGARET CARROLL

STATE OF FLORIDA  
COUNTY OF WAKULLA

Before me this day personally appeared CARL C. CARROLL, and MARGARET CARROLL, his wife, to me known to be the persons described in and who executed the foregoing instrument and they acknowledge before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal, this 23rd day of July, 1981.



William H. Webster  
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires March 4, 1984  
Bonded By Utica Mutual Insurance Company

This Instrument Prepared By:  
WILLIAM H. WEBSTER  
Attorney at Law  
P. O. Box 478  
Crawfordville, Florida 32327  
(904) 926-7663

57733

1981 JUL 23 4 29 PM '81  
STEWART TITLE