

MILL CREEK ESTATES  
RESTRICTIVE COVENANTS

1. The parcels compiling the above described land shall be known and described as residential lots and no structure shall be erected on any residential building lot other than one detached single family dwelling or a mobile home.
2. No mobile home 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 parking of any "homemade" mobile home on any of the aforesaid lots.
3. Leasing or sub-leasing of a home on a lot to a party other than the buyer or purchaser of a lot shall be permitted, provided that all leasing or sub-leasing shall, in all respects conform with these restrictive covenants.
4. No home shall be located on any parcel nearer than fifty (50) feet to the front lot line nor nearer than twenty-five (25) feet to the side or rear lot line. No barn, detached garage or other out building may be placed nearer than twenty-five (25) feet to the side or rear lot lines.
5. No residential structure shall be erected or placed on any parcel having an area of less than 43,560 square feet, without the written consent of the Sellers.
6. No mobile home shall be placed on any lot unless the mobile home has complete sanitary facilities, which shall include lavatory, water closet, tub or shower, and kitchen sink, and all such sanitary facilities must be in operable condition prior to placing the said mobile home on a lot.
7. Septic tanks located on or used on any lot of this subdivision shall only be used in accordance with all State and County regulations.
8. A property owner may keep poultry, fowl and other animals excepting swine, 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.
9. 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.
10. 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.
11. The purchaser of each lot shall keep the lot mowed regularly and cleared of any unsightly objects, and where lots border on or contain ditches, ponds or drainage canals, the buyer shall keep that area, including the slopes, down to the edge of the water mowed and maintained regularly. 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.
12. These covenants and restrictions are to run with the title to said land and shall be binding upon all parties and all persons claiming by, through and under the owner until December 31, 2001. If any party hereto, their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or

persons owning any real property situate in this subdivision to prosecute any proceedings against the person or persons violating or attempting to violate any such covenants to prevent him or them from so doing or to recover damages for such violations.

- 13. The owner hereby reserves unto itself, its successors, legal representatives, and assigns, a perpetual, alienable and releasable easements, privileges and rights on, over and under the ground to erect, maintain and use television cables, electric and telephone poles, wires, cables, conduits, drainage ditches, sewers, water mains and roads and suitable facilities for drainage purposes or for the conveyances and use of electricity, telephone, gas, water, or other public conveyances or utilities on, in or over all the easements reserved or shown on plat, together with the right of ingress and egress to and from the lands affected by such easements. Said owner shall have the unrestricted right and power of alienation of and the unrestricted right and power to release such easements.

*Glenn D. Virgo*  
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 GLENN D. VIRGO

*Janetta Virgo*  
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 JANETTA VIRGO

STATE OF FLORIDA  
 COUNTY OF LEON

BEFORE ME personally appeared GLENN D. VIRGO and JANETTA VIRGO his wife, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 18<sup>TH</sup> day of MAY  
 A.D. 1976.

*William E. Clark*  
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 NOTARY PUBLIC

State of Florida at Large

My commission expires:

9/24/78

45538  
1980 OCT 28 AM 10:02  
CLERK OF DISTRICT COURT  
WAKULLA COUNTY, FLORIDA

MODIFICATION OF RESTRICTIVE COVENANTS  
APPLYING TO MILL CREEK ESTATES

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, who are the legal owners of all land in the Subdivision of Mill Creek Estates as shown by plat thereof of record on page 15 of Plat Book 2 of the public records of Wakulla County, Florida, do hereby agree to modify or change the restrictions pertaining to said subdivision as shown by Restrictive Covenants of record on pages 763-765 of the Public Records of Wakulla County, Florida, to read as follows:

1. The parcels compiling the above described land shall be known and described as residential lots and no structure shall be erected on any residential building lot other than one detached single family dwelling. No dwelling shall consist of less than 1000 square feet.
2. No mobile home shall be placed or allowed upon any lot in said subdivision with the exception that the owner of a lot may place a mobile home thereon while he is constructing a permanent dwelling upon said lot, and said period of time shall in no event exceed nine (9) months in duration.
3. Leasing or sub-leasing of a home on a lot to a party other than the buyer or purchaser of a lot shall be permitted, provided that all leasing or sub-leasing shall, in all respects conform with these restrictive covenants.
4. No home shall be located on any parcel nearer than fifty (50) feet to the front lot line nor nearer than twenty-five (25) feet to the side or rear lot line. No barn, detached garage or other out building may be placed nearer than twenty-five (25) feet to the side or rear lot lines.
5. No residential structure shall be erected or placed on any parcel having an area of less than 43,560 square feet, without the written consent of the Sellers.
6. Septic tanks located on or used on any lot of this subdivision shall only be used in accordance with all State and County regulations.
7. A property owner may keep poultry, fowl and other animals excepting swine, 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.
8. 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.
9. 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.

- 10. The purchaser of each lot shall keep the lot mowed regularly and cleared of any unsightly objects, and where lots border on or contain ditches, ponds or drainage canals, the buyer shall keep that area, including the slopes, down to the edge of the water mowed and maintained regularly. 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.
- 11. These covenants and restrictions are to run with the title to said land and shall be binding upon all parties and all persons claiming by, through and under the owner until December 31, 2001. If any party hereto, their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situate in this subdivision to prosecute any proceedings against the person or persons violating or attempting to violate any such covenants to prevent him or them from so doing or to recover damages for such violations.
- 12. The owner hereby reserves unto itself, its successors, legal representatives, and assigns, a perpetual, alienable and releasable easements, privileges and rights on, over and under the ground to erect, maintain and use television cables, electric and telephone poles, wires, cables, conduits, drainage ditches, sewers, water mains and roads and suitable facilities for drainage purposes or for the conveyances and use of electricity, telephone, gas, water, or other public conveyances or utilities on, in or over all the easements reserved or shown on plat, together with the right of ingress and egress to and from the lands affected by such easements. Said owner shall have the unrestricted right and power of alienation of and the unrestricted right and power to release such easements.

Signed, sealed, and delivered this 18th day of July, A. D., 1979.

Signed, sealed, and delivered by Glenn D. Virgo and Janetta Virgo in the presence of us:

Glenn D. Virgo (SEAL)  
GLENN D. VIRGO

Janetta Virgo (SEAL)  
JANETTA VIRGO  
Regina C. Johnson  
Patricia Rhodes

Signed, sealed, and delivered by Richard Pelt and Cindy Pelt in the presence of us:

Richard Pelt (SEAL)  
RICHARD PELT

Cindy Pelt (SEAL)  
CINDY PELT  
Richard Pelt  
Patricia Rhodes

Signed, sealed, and delivered by Robert S. Erb and Judith A. Erb in the presence of us:

Robert S. Erb (SEAL)  
ROBERT S. ERB

Judith A. Erb (SEAL)  
JUDITH A. ERB  
Regina C. Johnson  
Patricia Rhodes