

OYSTER BAY ESTATES UNIT NO. 2

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That Oyster Bay Estates, Inc., a Florida corporation, with its principal office and place of business in Tallahassee, Leon County, Florida, as Covenantor and owner in fee simple of the property located in Wakulla County, Florida, described as follows:

All of Oyster Bay Estates Unit No. 2, a publicly recorded subdivision in Wakulla County, Florida, consisting of 81 lots

for consideration of the mutual covenants herein contained, receipt thereof is hereby acknowledged, and for other good and valuable considerations, does hereby impose upon the said lands hereinabove described the following covenants and restrictions to run with the land and which shall be binding on all parties and all persons claiming under it until January 1, 2001, at which time said covenants 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.

If the party hereto, or its grantors, successors 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 situate in said 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.

Invalidation of any of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

- A. All lots in the subdivision shall be known and described as residential lots with the exception of Lots 1-4 and Lots 26-29, Block G, which shall be reserved for business lots. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than a one detached single-family dwelling or mobile home not to exceed two stories in height and a private garage for not more than two cars, and a laundry or tool room attached to the garage on the ground floor. Any mobile homes erected in accordance with the above and with the provisions of paragraph "E" shall have skirts or suitable enclosures and each mobile home shall be on a foundation.
- B. No waterfront residential lot shown on the recorded plat of this subdivision shall be resubdivided into building lots that contain less than 50 lineal feet of waterfront and no more than one single family residence shall be placed on any one building lot.
- C. No building or structure shall be located nearer than twenty feet to the front lot line or ten feet to the side street line.
- D. No building or structure shall be located nearer than five feet to any side lot line nor nearer than ten feet to any rear lot line.

OFF. REC. 47 PAGE 475

- E. No main residential structure shall have less than 750 square feet on the bayfront lots and 500 square feet on the canal front lots in living area exclusive of porches, attached garages and carpots.
- F. No tent, shack or barn shall be erected or allowed to remain on any residential lot except during the erection of a building on such lot, in which event they shall not be used as a residence or dwelling during such period and shall be removed immediately upon the completion of the main dwelling structure.
- G. No fence exceeding four feet in height can be constructed on any residential lot. All fences must be decorative and ornamental. The purpose of this restriction is to prohibit fence structures which are not of good workmanship and quality. Decorative and ornamental is defined as that which is aesthetically pleasing to the eye and is not of a temporary nature.
- H. Docks and boathouses are permitted to extend no more than ten feet into a canal.
- I. Digging into the lot from a canal or bayfront water in any manner is prohibited.
- J. No animals shall be allowed or permitted except household pets.
- K. No junk cars or other vehicles are allowed to be stored or vacated on any residential lot. No trash or refuse is allowed to be deposited on any residential lot other than that which is temporarily placed for collection under customary circumstances.
- L. A lot owner is under no time restriction on when to build a structure but once construction is initiated, the structure must be completed for occupancy no later than one year after the initiation date of construction.

OYSTER BAY ESTATES, INC.

Barbara Hering
WITNESS
A. L. Butler
WITNESS

BY: Bob I. Kornegay (SEAL)
Its President

ATTEST:
BY: Ruel L. Bradley (SEAL)
Its Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF LEON)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Bob I. Kornegay, President, and Ruel L. Bradley, Secretary, of Oyster Bay Estates, Inc., and acknowledged executing the same as such officers freely and voluntarily under authority vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of September, 1975.

Mary S. Hayes
NOTARY PUBLIC

My Commission expires

Notary Public, State of Florida at Large
My Commission Expires June 17, 1979
Bonded by American Fire & Casualty Co.