

FILED AND RECORDED  
DATE 11/16/1999 TM 13:17

**PELICAN BAY SUBDIVISION**

BRENT X. THURMOND CLERK  
CO:WAKULLA ST:FL

**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 (no smaller in size than 800 square feet of heated area space).
2. No mobile homes shall be placed on any lot of the above described land.
3. No structure shall be erected on any residential building lot without a concrete driveway and 3,000 square foot of sod.
4. No home shall be located on any parcel nearer than thirty (30) feet to the front lot line nor nearer than twenty-five (25) feet to the rear lot line nor nearer than twenty-five (25) feet from a dwelling on an adjacent lot. 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 barn, detached garage or other out building may be placed or erected without conforming to the standards of the home and restrictive covenants.
6. A property owner may keep only household pets, 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. (Dog pens, cows, swine, horses and the like are prohibited).
7. Fences must be approved by the Architectural Control Committee and may be placed no nearer to the front of the lot than the rear corner of the dwelling.
8. No garden area for crops or vegetables shall be any nearer to the front of the lot than the front corner of the dwelling.
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. No junk or trash may be allowed to remain on any lot.
10. No abandoned, unlicensed, untagged and/or inoperable vehicles will be kept on above described land. No boat, trailer, motorcycle, motor home, camper, van or other recreational vehicle may be parked or stored on any street or stored on any lot in an offensive manner.
11. 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.
12. 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.

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13. Radio, television, satellite dish antenna and sports equipment such as basketball goals and play equipment shall not be offensive to the neighborhood.

14. Leasing, sub-leasing, or selling of a home on a lot to a party other than the buyer or the purchaser of a lot shall be permitted, provided that all leasing, sub-leasing, or selling shall, in all respects, conform with these restrictive covenants.

15. These covenants and restriction 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 2010. 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 situated 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 doing or to recover damages for such violations.

16. The owner hereby reserves unto itself it's successors, legal representative 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, wire, 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 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.

17. Gene Cutchin Construction, Inc. hereby reserved unto itself, the right to approve or reject any building or plans submitted for building within the above described land. Upon approval, the builder shall be permitted to build, provided that all construction shall, in all respects, conform with these restrictive covenants.

18. Plans, colors and architectural designs must be approved by Architectural Control Committee.

Witness

*Elma L. Cutchin*

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Recorded in Plat Book 3 Page 77  
Public Records of Wakulla County, Florida

Gene Cutchin Construction, Inc.

Developer

By: *Eugene E. Cutchin*

Eugene E. Cutchin, President

STATE OF FLORIDA  
COUNTY OF WAKULLA

BEFORE ME PERSONALLY APPEARED *Eugene E. Cutchin*, TO BE PERSONALLY KNOWN TO BE THE PERSON (S) DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGE TO AND BEFORE ME THAT THEY EXECUTED SAID INSTRUMENT FOR THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL, THIS 16<sup>th</sup> DAY OF November, 1999 A.D.

Prepared By:  
Elma L. Cutchin  
2140 Crawfordville Hwy  
Crawfordville, FL 32327

*Stewart M. Wollechlager*  
Notary Public  
MY COMMISSION # CC005873 EXPIRES  
February 2, 2003  
BONDED THRU TROY FAIR INSURANCE, INC.

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