

SAVANNAH ACRES

DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA

COUNTY OF WAKULLA

KNOW ALL MEN BY THESE PRESENTS, That this Declaration of Covenants and Restrictions, made and entered into on this 14th day of June, A.D., 1976, by Edwin T. Culbreath, hereinafter referred to as Developer.

WHEREAS, Developer is the owner of the real property commonly known as Savannah Acres and desires to provide for the preservation of the values and amenities in said community and, to this end, desires to subject the real property described as

24.46 Acres more or less in Township 3 and 4, Range 1 East

to the covenants, restrictions, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW, THEREFORE, the Developer declares that the real property described above is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

The covenants and restrictions hereby imposed are as follows:

1. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Wakulla County, Florida, and contains 24.46 acres more or less and is more particularly described above.

2. The covenants and restrictions of this Declaration shall run with and bind the land for a term of fifty (50) years from the date this Declaration is recorded.

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Developer 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 of these covenants or restrictions by judgement or court order shall in no ways affect any other provision which shall remain in full force and effect.

3. No site shall be used except for residential purposes. No building of any type shall be erected, altered, placed or permitted to remain on any site other than one detached single-family dwelling not to exceed two and one-half stories in height. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof.

4. Owner may install certain improvements on the property and place a mobile home on the lot to use as a temporary single-family residence for a period of not more than five years or until July 1, 1981, whichever is sooner, at which time they must be removed from the lot.

No mobile home shall be placed on any lot unless such mobile home is at least forty-five feet in length and ten feet in width or 450 square feet of living space.

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. Mobile homes placed on this property must be no more than a five-year old model, including the current year, and it is required, and shall be the responsibility of the owner, to provide complete skirting for the mobile or modular home. This skirting is to be installed within four weeks from the date of moving the mobile or modular home on to the tract.

All lots are restricted to occupancy by a single family, living in a single mobile home. Leasing or sub-leasing of a mobile home or 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.

5. Except as otherwise provided herein, no structure of a temporary character, basement, tent, shack, tool or storage shed, barn or other outbuilding of any type shall be located on any site at any time, unless approved by the Developer.
6. The ground floor area of the permanent residence, exclusive of one-story porches, garages, carports, and patios, shall be not less than 1,000 square feet.
7. No building shall be located on any site nearer than 85 feet to the front property line, or nearer than 25 feet to any side property line.
No single family dwelling shall be located nearer than 25 feet to an interior property line. No single family dwelling shall be located on any interior site nearer than 50 feet to the rear line.
8. No noxious or offensive activity shall be carried on upon the property, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhood.
9. No structure of a temporary character, garage, basement, tent, shack, barn, or other outbuilding, shall be used on the property at any time as a residence, either temporarily or permanently.
10. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected or maintained for any commercial purposes.
11. No animals, livestock, or poultry of any kind, shall be raised, bred or kept on the property except that dogs, cats, other household pets, horses, poultry and cattle may be kept provided they are not kept, bred, or maintained for any commercial purpose.
12. No parcel shall be used or maintained as a dumping ground for rubbish and trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.
13. No sewage disposal system shall be permitted on the property unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of the State of Florida and Wakulla County Health Departments. Approval of such system as installed shall be obtained from such department or departments.

IN WITNESS WHEREOF, I have hereunto set by hand and seal on this 14th day of June, 1976.

WITNESS:

Mary Ann Cooksey
[Signature]

Edwin T. Culbreath (REAL)

BEFORE ME personally appeared Edwin T. Culbreath, to me well known, and known to me to be the individual described in and who executed the foregoing instrument as Developer of the above-named subdivision, and acknowledged to and before me that he executed such instrument.

WITNESS my hand and seal, this 14th day of June, 1976.

STATE OF FLORIDA

COUNTY OF WAKULLA

Notary Public, State of Florida at Large.
My Commission Expires Jan. 28, 1980.

My commission expires _____

Mary Ann Cooksey
Notary Public



RECORDED
APR -6 AM 8:45
TON TUCKER
CLERK COUNTY COURT
WAKULLA COUNTY, FLORIDA
38301