

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

KNOW ALL MEN BY THESE PRESENTS that the developer, ELBERTA LAND COMPANY, does hereby impose the following, covenants, conditions and restrictions upon SILVER GLEN II, a subdivision as per map of plat thereof recorded in Plat Book 4, Pages 29-31, of the public records of Wakulla County, Florida, as follows:

1. Land Use and Building Type: All subdivision lots are restricted to single family residential use only.
2. Home Size: All residences must have a minimum of 2,000 square feet of heated space and all homes must have provisions for garages or under house parking. The garage shall be constructed so as to screen such garage on sides which are visible from the street which runs in front of the property in such a manner that presents an obscured view from the outside. In the event a garage entrance faces the front lot line, the garage must be enclosed with garage doors. Any outbuildings must be of similar design and construction as the residence itself and, prior to construction, plans must be approved by the Architectural Control Committee (ACC). The ACC is composed of three representatives initially appointed by the developer. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

All plans for construction of residences or outbuildings must be submitted to the ACC for approval prior to actual construction. The ACC shall have the right to deny approval of any plans that in their sole discretion are inconsistent with other construction within the subdivision or which are detrimental to the property values of the adjacent lots. The ACC shall take no longer than thirty (30) days to review all plans.

Driveways must meet architectural guidelines and be constructed of concrete or "hot mix" asphalt. Exceptions to construct driveways with natural materials shall be considered by the ACC on a case-by-case basis. Impervious surfaces not to exceed 35% of the land area.

3. Home Location: All setbacks and building elevations shall be in accordance with applicable Wakulla County ordinances and no building shall be closer than fifteen (15) feet to a side or back property line, no home shall be constructed within fifteen (15) feet of the common areas. All lots shall

maintain a fifteen (15) foot green and undisturbed buffer area from the back and side property lines.

4. Water Supply and Sewage Disposal: All residences must utilize available water and sewer service. All house connections for all utilities including, but not limited to, water, sewage, electricity, gas, cable, and telephone shall be run underground from the proper connection points to the dwelling structure. Radio and television antenna or satellite installations shall be approved by the ACC prior to installation. Satellite dishes must be placed behind and to the rear of the residence itself.
5. Temporary Structure: No structure of temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No detached storage or utility buildings are permitted except for those structures used exclusively in connection with construction of a home. Such usage must be temporary and approved by the ACC for a specific duration. Storage areas are to be constructed under the home and of the same design and construction of the residence itself and prior to construction, plans must be approved by the ACC.

At no time may a mobile home be placed on any lot within this subdivision. Recreational vehicles may be placed on any lot within this subdivision only during actual construction of the residence and may then be stored under the house in the parking area after completion of the residence itself. Trailered boats must also be stored under the residence.

6. Construction Debris, Garbage and Refuse Disposal: All construction debris must be periodically removed from each lot. In the event construction debris is not removed, the ACC, shall, following a 5 day notice to the owner, have the debris removed and the lot owner shall be obligated to reimburse the Association for its expense plus an administrative fee equal to 25% of that cost. A small personal use waste container or garbage can shall be maintained on each construction site for personal use by the workers. In no case may construction debris, building supplies or equipment be stored overnight on the Association's road right-of-way. No trash or debris may be placed or dumped into the common areas, nor will junk piles, junk, disabled vehicles or other unsightly debris (such as scraps, leaves, limbs, rubbish or other waste), be permitted or maintained in the subdivision. Trash or refuse shall not be allowed to accumulate on any property, and shall not be kept except in sanitary containers in such a manner as approved by the ACC. All equipment for storage/disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street; except on pick-up days.
7. Livestock, Poultry and Domestic Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or

maintained for any commercial purpose. Dogs, cats or other household pets shall not be permitted to roam free and be a nuisance.

8. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these Easements, no structure or other material shall be placed or permitted, except a paved driveway, to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels to the Easements, including drainage channels under driveways, or which may obstruct or retard the flow of water through drainage channels in the Easements. The Easement area of each lot, including drainage channels under driveways, and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Each lot owner shall have an Easement for the use and enjoyment of all common properties as shown on the recorded plat.
9. Tree Removal: No trees of greater than five inches in diameter shall be removed from said lots except within the four corners of all buildings plus five feet on each side within the drive right-of-way and within all utility easements without the written approval of the ACC.
10. Roadways: (a) Should Wakulla County, Florida agree to accept title to any of the road right-of-way easements over said property, then the owners of the fee simple in the right-of-way agree to convey all their right, title and interest in such portion of the road right-of-way that they own to Wakulla County, Florida. (b) Damage to roadways caused by improper use or negligence during construction on or maintenance of, home sites shall be repaired by a licensed road contractor at the lot owner's expense.
11. Motorized Vehicles: (a) All motorized vehicles operating within the area must be properly muffled so as to eliminate noise which might be offensive to others. Two and three wheel motorized vehicles as well as four wheel "go-cart" or "beach buggy" type vehicles are prohibited from using streets and street right-of-ways within Silver Glen II Subdivision. This does not apply to vehicles used by the U.S. Post Office Department or by law enforcement agencies. This does not apply to two-wheeled, street legal motorcycles used for commuting to and from employment. (b) All vehicles operated in the area are subject to speed limit signs posted in the subdivision.
12. Common Area: Common area shall mean all real property (including the improvements thereto) owned by the Developer for the common use and enjoyment of the owners. The common area to be owned by the Developer at the time of the conveyance of the first lot is described as follows: All lakes within the subdivision of Unit II are designated as common properties and available through access ways adjacent to common streets as indicated in the

plat filed for record in Plat Book 4 Pages 29-31 of the Public Records of Wakulla County, Florida.

- 13. Delegation of Use: Any owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.
- 14. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be may become an annoyance or nuisance to the neighborhood.
- 15. Signs: No signs may be placed on any subdivision lot except "for sale" or "for rent" signs which shall not exceed six (6) square feet in size.
- 16. Additional Covenants and Restrictions: These covenants, conditions and restrictions may be amended by a majority vote of all lot owners, with each lot being entitled to one vote. These covenants, conditions and restrictions may be enforced at any time by the developer or any lot owner, and shall remain in full force and effect for the maximum duration allowed by law. These covenants, conditions and restrictions, and any amendment hereto, shall be recorded in the public records of Wakulla County, Florida. No property owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the land shown on the plat of the subdivision know as Silver Glen II.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed and its corporate seal affixed, this 20<sup>th</sup> day of August, 2005.

Signed, sealed and delivered  
In the presence of:

[Signature]  
Witness

[Signature]  
Witness

ELBERTA LAND COMPANY

By: [Signature]  
Its President

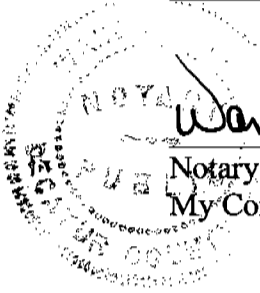
ATTEST: [Signature]  
Its Secretary

STATE OF FLORIDA

COUNTY OF WAKULLA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared JOHN M SIMMONS & THOMAS S SIMMONS well known to be to be the President and Secretary, respectively, of the corporation named and executed the Declaration of Covenants, Conditions and Restrictions in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said company.

WITNESS my hand and seal in the County and State last aforesaid this 7<sup>th</sup> day of August, 2005.



Wanda W Corra  
Notary Public  
My Commission expires: 11/14/08

Inat:0000229298 Date:08/31/2005 Time:11:46  
DC, Brent Thurmond, WAKULLA County B:612 P:514