

DECLARATION OF RESTRICTIONS

The undersigned, CARL H. REHWINKEL and JEAN R. REHWINKEL, his wife, being the owners of that certain subdivision known as SPRING RUN ACRES located in Wakulla County, Florida, according to a map or plat thereof recorded in Plat Book 2, Page 18, Public Records of Wakulla County, Florida, and more particularly described as follows:

Begin at an old concrete monument marking the Northwest corner of Lot 68 of the Hartsfield survey of lands in Wakulla County, Florida, and thence run North 72 degrees 35 minutes 20 seconds East along the North boundary of said Lot 68 a distance of 622.54 feet to the Westerly boundary of the 60 foot right of way of a county road thence run Southerly along said right of way boundary as follows: South 03 degrees 35 minutes 29 seconds West 741.81 feet thence South 03 degrees 00 minutes 47 seconds East 975.85 feet, thence leaving said right of way boundary run South 72 degrees 47 minutes 44 seconds West 119.92 feet to the West boundary of said Lot 68, thence run North 17 degrees 12 minutes 16 seconds West along the West boundary of said Lot 68 a distance of 1637.29 feet to the POINT OF BEGINNING containing 13.0 acres more or less.

makes the following Declaration of Restrictions covering the above-described real property, specifying that this Declaration shall constitute a covenant running with the land and that this Declaration shall be binding upon the undersigned and upon all persons deraining title through the undersigned. These restrictions, during their life time, shall be for the benefit of and limitation upon all present and future owners of the real property.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and any necessary appurtenant structures and private garages for not more than two cars provided such buildings are coordinated in design and color scheme with said single-family dwelling, and except mobile homes may be placed on a lot in compliance with Paragraph 8 below.

2. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and finished grade elevation.

3. Initially the Architectural Control Committee shall be composed of Carl H. Rehwinkel, who reserves the right to appoint two other members at a later time. 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.

4. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it or, in any event, if no action to enjoin the construction has been commenced prior to its completion, approval will not be required and the related covenants shall be deemed to have been complied with fully.

5. No dwelling shall be permitted on any lot at a cost of less than \$27,500.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1100 square feet.

6. No dwelling shall be constructed on a plot having an area of less than 2.0 acres (except that a dwelling may be constructed on Lot 7 which has an area of 1.0 acres more or less), and such plot shall be not less than 195 feet in width at the front lot line. No dwelling shall be erected nearer than 30 feet to the front lot line, and no dwelling shall be erected nearer than 25 feet to any interior lot line.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, except for the use of a mobile home as set forth in Paragraph 8 below.

8. The initial purchaser of a lot in Spring Run Acres may, after securing approval of the Architectural Control Committee, move a mobile home onto the lot to be used for residential purposes during the period of time in which the permanent residence building is being financed and constructed, provided, however, that said mobile home shall not remain on said lot for a period longer than 1 calendar year. The mobile home must initially be in neat condition and of good repair, and must not be less than 12 feet in width and 45 feet in length. Pictures of the mobile home proposed to be located on the lot which show all four exterior views thereof must be presented to the Architectural Control Committee for their approval.

9. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on it that may be or may become an annoyance or nuisance to the neighborhood.

10. 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.

11. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet

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advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

12. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line.

14. No farming activities shall be permitted on any lot. However, nothing shall restrict the right of any lot owner to maintain a garden for the raising of vegetables and other produce for consumption by the owner and his family on the premises provided that said garden activity produces no water run-off on to other lots nor causes any annoyance or nuisance to the neighborhood. Further, any portion of a lot devoted to gardening purposes shall not exceed 10 -square feet and the border of the garden shall not be located closer than 10 feet to any lot line.

15. No trees or merchantable timber may be cut on any lot without the written consent of the Architectural Control Committee.

THESE COVENANTS are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change the covenants in whole or in part.

ENFORCEMENT shall be by action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. The party bringing the action shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may

adjudge to be reasonable for the services of his attorney.

INVALIDATION of any one of these covenants by judgment or Court order in nowise shall effect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF we have set our hands and seals this

24th day of June, 1977.

Signed and sealed in the presence of:

[Signature] [Signature]  
CARL H. REHWINKEL

[Signature] [Signature]  
JEAN R. REHWINKEL

STATE OF FLORIDA

COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared CARL H. REHWINKEL and JEAN R. REHWINKEL, his wife, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of June, 1977.

[Signature]  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Aug. 22, 1980  
Issued by Attorney General, Tallahassee, Fla.



Prepared by:  
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Attorney  
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Tallahassee, Florida