

TURKEY TRACTS
RESTRICTIONS

1. **LAND USE AND BUILDING TYPE:** All lots shall be used solely 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 and one-half stories in height, and a private garage for not more than three cars. No Mobile Home shall be placed on any lot unless said mobile home is at least fifty (50) feet in length and twelve (12) feet in width. No more than one mobile home shall be placed upon a lot. 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 Covenant to prohibit the placing of any homemade mobile home on any of the aforesaid lots. All mobile homes shall have a decorative type skirting so that the undercarriage and wheels are covered and not visible. The decorative type skirting shall be erected on all sides of the mobile home on a foundation and will be a minimum height from the ground to the bottom edge of the mobile home. All mobile home hitches shall be removed when the mobile home is placed on the lot. All carport and porch plans shall comply with Restriction No. 2. Decorative type skirting material shall be subject to approval by the Architectural Control Committee also.
2. **ARCHITECTURAL CONTROL:** 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 harmony of external design with existing structures, location with respect to topography and finish grade elevation, and proposed quality of workmanship and materials. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be provided in paragraph 13 below.
3. **SET BACK LINES:** No building shall be located on any lot nearer than 15 feet to any side street line, nor nearer than 5 feet to one interior lot line and 5 feet to the other, being a total of 10 feet to any side lot line. If a residence building shall be erected on more than one lot by a person owning the several lots, then the restrictions contained in this paragraph shall apply to the composite of the lots.
4. **MINIMUM SIZE:** No residence shall be erected or allowed to occupy any portion of any lot of said subdivision unless the heated area of the main structure, exclusive of one-story open porches and garages, shall contain at least 800 square feet.
5. **LOT AREA AND WIDTH:** No dwelling shall be erected or placed on any lot having a width of less than 40 feet at the minimum building setback line of having an area of less than 10,000 square feet; provided, however, that this restriction shall not prevent any dwelling from being built on more than one lot as shown on the recorded plat; but no lot so shown shall be subdivided into less than 2 1/2 acres, with one dwelling per lot.
6. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are hereby reserved as shown on the recorded plat.
7. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, and nothing shall be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
8. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used as a residence either temporarily or permanently on any lot at any time.
9. **OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

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10. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
11. **SEWAGE DISPOSAL.** No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Wakulla County Health Department and other governmental agency having jurisdiction thereof. Approval of such systems as installed shall be obtained from such authority or authorities.
12. **ARCHITECTURAL CONTROL COMMITTEE.**
 - a. **MEMBERSHIP.** The architectural control committee shall be composed of two (or at the option of the committee, more than two) members, who may designate a representative to act for the committee. In the event of the death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor. Neither the members of the committee nor their designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The developers shall constitute the initial membership of the committee.
 - b. **PROCEDURE.** 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 the plans and specifications have been submitted to it, approval will not be required.
13. These covenants are to run with the land and shall inure to the benefit of and be binding upon all parties and all persons claiming under them for a period of fifty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by the majority of the then owners of the lots is recorded, changing said covenants in whole or in part.
14. **ENFORCEMENT.** In addition to all other remedies, enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain any violation or to recover damages, and the expense of enforcement shall be borne by the owner of the property in violation of these covenants.
15. **SEVERABILITY.** Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
16. **AMBIGUITIES.** In the event that a minor violation of any of these restrictions shall inadvertently occur, which said minor violation shall not be of such a nature as to defeat the intent and purpose of these covenants, the Developers reserve the right to waive such minor violation for a period of ten years from and after this date, or until the Developers have divested themselves of title to all platted lots within the subdivision, which ever shall be the last to occur. From and after that event, such waivers shall lie within the direction of the architectural committee.
17. **LIVESTOCK AND POULTRY:** No swine may be kept, raised or bred on premises. No livestock or pets of any kind may be kept, bred or maintained for any commercial purposes.