

RESTRICTIVE COVENANTS FOR WOODLAND PARK

Re: WOODLAND PARK, a subdivision situated in the Southwest Quarter (SW¼) of Section 13, Township 4 South, Range 2 West, Wakulla County, Florida, as shown by plat of said subdivision recorded at page 82 of plat book no. 2 of the public records of Wakulla County, Florida.

WAKULLA COUNTY, FLORIDA

The undersigned, WARREN C. HARDEN and ROBERT H. RODDENBERRY are now the owners and developers of the above referenced real estate and consider it desirable and appropriate to record restrictions applicable to said subdivision.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises and of the benefits, both present and future, to the undersigned and to their heirs and assigns, the undersigned do hereby covenant and agree that the aforesaid property, known as "WOODLAND PARK" and shown by plat recorded at page 82 of plat book no. 2 of the public records of Wakulla County, Florida, shall be subject to the following restrictions, covenants and conditions, which shall in each instance be construed as covenants attaching to and running with the land.

1. This property shall be used solely for residential purposes. No structure shall be erected, altered or permitted to remain on any lot other than one single family residential dwelling, in addition to such garages, utility buildings and like structures erected for the pleasure and convenience of the occupants of said single family residence. The term "SINGLE FAMILY RESIDENTIAL DWELLING" as used herein shall include Mobile and Modular homes.

2. The WOODLAND PARK ARCHITECTURAL CONTROL COMMITTEE shall initially be composed of the undersigned Owners/Developers, namely WARREN C. HARDEN and ROBERT H. RODDENBERRY. As lots are sold, purchasers thereof shall become members of the WOODLAND PARK HOMEOWNERS ASSOCIATION and at such time as it is deemed appropriate by the two above named developers said Homeowners Association shall assume the

duties of said Architectural Control Committee, and shall also assume responsibility for maintenance of the private road (Woodland Drive) within the subdivision.

3. No structure, including outbuildings, fences, decks, etc., shall be placed, erected or altered on any lot until the construction plans and specifications and a plan showing location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation. The committee's approval or disapproval as required in these covenants shall be in writing.

4. The floor area of the single family residential dwelling, exclusive of porches, carports, garages, basements and attics, shall not be less than 600 square feet.

5. In the event the residential dwelling is a mobile or modular home, the following restrictions shall apply:

(A) No homemade mobile or modular homes and no converted motor homes or buses will be permitted on any lot.

(B) Any mobile or modular home placed on any lot must have been manufactured by a reputable mobile or modular home manufacturer, and must have been constructed in accordance with current regulations of the U. S. Department of Housing and Urban Development.

(C) Any mobile or modular home placed on any lot must be NEW; however, the Architectural Control Committee, after a thorough inspection, may find the used mobile or modular home to be of attractive appearance and in a well maintained condition and said committee may therefore waive this restriction and give written permission which will allow said used mobile or modular home to be placed on a lot.

(D) Before any mobile or modular home can be occupied permanent steps must be installed in lieu of the wooden steps provided by mobile home dealers, and appropriate skirting must be placed around the base of the home.

6. No building on any lot shall be erected nearer to the side lines of such lot than fifteen (15) feet nor closer than fifty (50) feet to the front (street side) on a y lot.

7. So long as any one lot and an adjacent portion, or portions, of an adjacent lot, or adjacent lots, are in one owner, such side line restriction shall be applicable only to the outside boundaries of the entire tract so owned.

8. No activity of a noxious, offensive or objectionable nature shall be conducted or permitted on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or which may result in a diminution of the value of the surrounding property.

9. No inoperative motor vehicle shall be kept on any lot for longer than three (3) weeks.

10. Any mechanical repair work performed on a motor vehicle must be done in an enclosed garage and completely hidden from street view.

11. All "satellite dish" type television receivers shall be located to the rear of the dwelling and if possible hidden from street view.

12. No sign of any kind or character shall be displayed to the public view on any lot except one professional sign of not more than five feet square, advertising the property for sale or rent, or signs for temporary use by a builder to advertise the property during the construction and sales period. This restriction shall not prevent the use of ornamental markers bearing the name and property address of the occupants of each lot.

13. No motor home, recreational vehicle or similar equipment of a temporary nature shall be occupied or lived in, on this property, for longer than six (6) consecutive months. This restriction shall not prohibit the parking or storage of the lot owners motor home or recreational vehicle on the property, so long as it is not occupied as a residence.

14. No lot shall be used or maintained as a dumping ground for rubbish, and no garbage or other waste shall be kept on any lot except in sanitary containers.

15. No re-subdivision shall be made of any lot if it shall reduce the size of the lot.

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16. All lots are subject to an easement along the front and side lot lines for the location, erection, maintenance and repair of telephone, water, electric and other utility lines and structures under or across said property.

17. On those lots having a drainage ditch, or ditches, either natural or manmade, said ditches shall not be altered, covered or diverted so as to cause damage to an adjoining lot.

18. These covenants are real covenants running with the land and shall be binding upon and shall inure to the benefit of all purchasers and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless, at any time within any extension period an instrument is signed by a majority of the then owners of the lots, and placed on record, agreeing to change said covenants in whole or in part. Any such change, however, shall conform to the regulations of any governmental authority which may then exist regulating the use of land.

19. Invalidation of any one of these covenants by judgement or other court order shall in no wise affect any of the other restrictive provisions which shall remain in full force and effect.

20. Adherence and compliance with the above covenants may be waived upon petition in writing to the owners/developers and approval in writing by the owners/developers granting permission for noncompliance with the restrictive covenants. A failure of the owners/developers to act upon any petition shall not be deemed the granting of permission for noncompliance with the restrictive covenants. Each case shall be considered individually.

21. Any forbearance of failure to enforce the terms and conditions set forth by the above restrictive covenants on the part of the owners/ developers or any one entitled to enforce the same shall not constitute a waiver of the terms and conditions of the restrictive covenants and any one in violation of the covenants is

not entitled to any notice to cease and desist before enforcement of the covenants is demanded or prosecution commenced as provided by law.

THIS AGREEMENT SHALL BE binding upon and shall inure to the benefit of the undersigned, theirs heirs and assigns, and upon and between the several assigns of properties subjected hereto and upon the terms and conditions hereof.

SIGNED this 25th day of April, 1988.

WITNESSES

OWNERS/DEVELOPERS

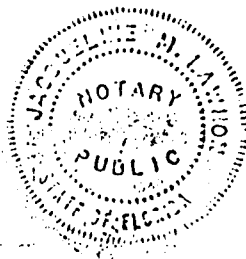
Clayton Thaus Jr.
Jacques Lawler

Warren C. Harden
WARREN C. HARDEN
Robert H. Roddenberry
ROBERT H. RODDENBERRY

STATE OF FLORIDA
COUNTY OF WAKULLA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Warren C. Harden and Robert H. Roddenberry, 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 25 day of April, 1988.



Jacqueline M. Lawler
NOTARY PUBLIC
Notary Public, State of Florida
My Commission Expires Nov. 27, 1991
Standard Three Tray Pad - Insurance Inc.

This Instrument Prepared By: Robert H. Roddenberry
P. O. Box 1
Sopchoppy, Florida 32358

RECORDED
AT THE CLERK'S OFFICE
1988 MAY -5 PM 3:33
CARLTON TUCKER
CLERK CIRCUIT COURT
WAKULLA COUNTY FLORIDA
73994