

RECORDED  
BY TITLE & DATE

1991 APR -2 AM 11:11

46650

CARLTON T. ...  
SHERIFF ...

DECLARATION OF RESTRICTION

KNOW ALL MEN BY THESE PRESENTS: That Ross Hannon, and Joe Hannon, of the County of Leon and the State of Florida, being the owner in fee simple of the following described real property situate, lying and being in Wakulla County, Florida, to wit:

Begin at an old iron pipe marking the Southwest corner of Section 20, Township 2 South, Range 1 East, Wakulla County, Florida, and run North 00 degrees 26 minutes 17 seconds West 1351.83 feet to the Southeast corner of the Northeast one quarter of the Southeast one-quarter of Section 19, Township 2 South, Range 1 East, thence run North 89 degrees 57 minutes 16 seconds West 320.41 feet, thence run North 00 degrees 26 minutes 17 seconds West 1001.09 feet, thence run South 89 degrees 59 minutes 12 seconds West 1003.00 feet, thence run North 00 degrees 02 minutes 36 seconds West 350.40 feet to the Northwest corner of the Northeast Quarter of the Southeast Quarter of said Section 19, thence run North 89 degrees 59 minutes 12 seconds East 1320.99 feet to the Northwest corner of the Southwest Quarter of Section 20, Township 2 South, Range 1 East, thence run South 89 degrees 38 minutes East 3305.49 feet, thence run South 89 degrees 57 minutes 22 seconds East 1449.58 feet, thence run South 10 degrees 48 minutes 46 seconds East along a line 30.00 feet Westerly of and parallel with the centerline of the Seaboard Air Line Railroad 357.45 feet, thence run North 89 degrees 44 minutes 21 seconds West 4484.22 feet, thence run South 00 degrees 26 minutes 17 seconds East 2353.19 feet, thence run North 89 degrees 38 minutes 30 seconds West 320.43 feet to the POINT OF BEGINNING and containing 73.46 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 owner and upon all persons derailing title through the undersigned. These restrictions, during their lifetime, shall be for the benefit of and limitation upon all present and future owners of the real property.

- 1. No lots shall be used except for residential purposes.

No buildings 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, except that, with the written consent of ROSS HANNON, or JOE HANNON, or someone designated by him, who must approve the planned construction, one detached utility building may be erected on the back one half of each lot.

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 in writing as to quality of workmanship and material, external design and as to location of the building with respect to topography and finished elevation by ROSS HANNON, or JOE HANNON, or someone designated by him. After approval in writing has been given and construction has once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. Completion of construction in accordance with approved plans and specifications must be within eight (8) months after the commencement of construction on any lot.

3. The approval or disapproval as required in these covenants shall be in writing. In the event those designated fail to approve or disapprove within thirty (30) days after plans and specifications have been submitted to them, or in any event, if no suit 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.

4. It shall not be permissible to utilize asbestos siding on the exterior walls of any residence unless a written waiver is obtained from ROSS HANNON, or JOE HANNON, or someone designated by him.

5. No dwelling shall be erected on any lot unless said dwelling shall contain at least eight hundred fifty (850) square feet of heated area exclusive of porches and garages. No two-story dwelling shall be erected unless the ground floor shall contain at least four hundred fifty (450) square feet of heated area, exclusive of porches and garages. In the event a structure contains more than one story, the ground floor area must be completely finished as living area and at least three hundred (300) square feet of the second floor area must be completely finished as living area. All dwellings shall have attached to the main building a carport or garage, large enough to place one automobile therein.

6. No building shall be constructed on any lot unless the area of said lot is 15,000 square feet or more. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum setback lines shown on the recorded plat, unless written waiver is obtained from ROSS HANNON, or JOE HANNON, or someone designated by him.

7. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. No structure of a temporary character or any trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot as a residence either temporarily or permanently, nor shall any such building with the exception of approved outbuildings, be allowed on any lot.

9. No animal, 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.

10. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sale; provided, however, ROSS HANNON, or JOE HANNON, or someone designated by him may erect and maintain signs of any size at the entrance of the property for the purpose of advertising the property for sale.

11. 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. All structures owned and users of said lot must comply with all state and county sanitary laws, rules and regulations.

12. No barbed wire or other obtrusive fences shall be placed on any lot and no bamboo shall be allowed to grow on any lot.

13. All driveways shall be constructed of a hard surface material such as concrete or asphalt.

14. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot 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.

15. 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.

16. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

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 fifty years from the date these covenants are recorded, after which time said covenants shall be auto-matically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in parts.

If the parties hereto, or any of them, their heirs or assigns,

or anyone claiming under them shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other persons or person owning any part of the herein described property to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing so or to recover damages or other legal remunerations for such violation. The party bringing the action or suit shall be entitled to recover in addition to costs and disbursements allowed by law, such sums as the Court may adjudge to be reasonable for the services of his attorney, if the party bringing the suit is the prevailing party in such action.

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 1 day of April, A.D. 1981.

81 APR 15

Signed, sealed and delivered in the presence of:

Allen Demlog

Jeff Robinson

Ross Hannon

ROSS HANNON

Joe Hannon

JOE HANNON

STATE OF FLORIDA

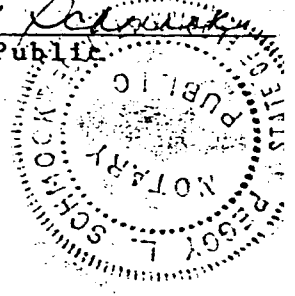
COUNTY OF LEON

I hereby certify that on this day before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared ROSS HANNON, and JOE HANNON, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same for the purposes therein stated.

WITNESS my hadn and official seal in the county and state aforesaid this 1 day of April, A.D., 1981.

Gregory L. Schrock  
Notary Public

My Commission expires: 11-14-84



81 PAGE 146