

32.00(7)

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

** OFFICIAL RECORDS **
BK 1747 PG 740

COVENANTS, CONDITIONS AND RESTRICTIONS

SOUTHMINSTER, INC., a Florida Corporation, hereinafter called "SMI," being the owner of the following described property in the County of Okaloosa, State of Florida, to wit:

Southminster Village, according to the plat thereof recorded in Plat Book 13, Page 91 of public records of Okaloosa County, Florida.

desiring to restrict the use of the property for the benefit thereof and to promote its development, does hereby encumber all the above described property with restrictive covenants as herein set forth, and declares that such restrictive covenants shall apply to and bind it, its successors and assigns, for the term set forth hereinafter, and that said covenants shall run with the land, to wit:

1. All lots in the subdivision referred to above shall be known and described and used and occupied as residential lots. The term "residential," as used herein, shall be held and construed to exclude hospitals, nurseries, duplex houses, and apartment houses, and to exclude any development, operations, or drilling for oil, gas or other minerals, of any refining or quarrying or mining, or placing or maintaining on the premises of any tanks, wells' shafts, mineral excavations, derricks, or structures of any kind incident to any such oil, gas or other mineral operations; and any such usage of this property is hereby expressly prohibited.

2. Only one residence shall be constructed on each subdivision lot; however, this shall not prohibit construction of a residence on a portion of two or more lots as shown on above-referred-to subdivision plat, provided such tract constitutes a homesite as defined in the succeeding paragraph.

3. Parts of two or more adjoining lots facing the same street in the same block may be designated as one homesite, provided the lot frontage of such homesites shall not be less than the minimum frontage

Page 1 of Seven Pages

** OFFICIAL RECORDS **
BK 1747 PG 741

of lots in the same block facing the same street; and the minimum square footage of the homesites shall not be less than the square footage contained in the smallest platted lot of the subdivision.

4. No structure shall be erected, altered, placed, or permitted to remain on any building lots, other than one detached single-family dwelling, not to exceed two stories in height, except swimming pools and other structures as hereinafter provided.

5. The words "house, residence, building, structure or dwelling," as used herein, including references to building lines, shall include galleries, porches, projections and every other permanent part of such improvements, except roofs and air-conditioning compressor slabs.

6. No one-story residence shall be erected or allowed to remain on any lot, unless the enclosed heated or cooled area, exclusive of screened or open porches, garages and storage rooms, shall equal or exceed 1,800 square feet. No one and one-half story residences and no two-story residences shall be erected or allowed to remain on any lot unless the heated or cooled area, exclusive of screened or open porches, garages and storage rooms, shall equal or exceed 2,000 square feet; and the first floor thereof shall not have less than 1,200 square feet.

7. Any building located on any homesite in the subdivision must have written approval of the SMI Architectural Review Committee of plans, design, location and position of buildings to be constructed prior to the commencement of any construction or lot clearing.

8. No building or any type or kind of permanent structure (except driveways and walkways) shall be located on a residence homesite in the subdivision at any point nearer than thirty (30) feet from the front subdivision lot line and twenty (20) feet from the rear subdivision lot line, or located nearer than eight (8) feet to any interior side lot line.

9. No building materials of any kind or character shall be placed or stored on the property until the owner is ready to commence improvements. Then such materials shall be placed within the property line of the lot or parcel of land upon which the improvements are to

Page 2 of Seven Pages

** OFFICIAL RECORDS **
BK 1747 PG 742

be erected and shall not be placed in streets or between the street and the property line. Once construction has begun, work shall be pursued diligently and continuously until full completion. Any building located on any homesite approved by the SMI Architectural Review Committee shall be completed within seven (7) months after start, unless such completion is rendered impossible as the direct result of fires, national emergencies, strikes, or natural disasters. All landscaping must be completed seven (7) months after construction has commenced. Front yards must be sod or natural ground cover approved by the Architectural Review Committee.

10. No building, swimming pool or other structure shall be erected, placed or altered on any building lot in the subdivision until the plans, material specifications and plot plan showing the location and design of such buildings or structures have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the buildings or other structures with respect to topography and finished ground elevation by the SMI Architectural Review Committee.

11. No garbage, trash, ashes, refuse, inoperative vehicles, junk or other waste shall be thrown or dumped on any lot, part, street or alley in the subdivision or permitted to remain upon any such place. All garbage shall be kept in sanitary containers which are hidden from view, except on collection days.

12. No animals, livestock or poultry of any kind shall be raised, bred, kept, staked or pastured on any lots, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. The owner of any animal shall comply with the applicable "leash law" of Okaloosa County, Florida.

13. Fences, walls and hedges shall not be placed on any portion of any homesite, except the rear or interior side lot lines, and shall be no closer to the front of the homesite than the front side corners of the house or residence. No fence or wall shall be built on any homesite at a height of more than six (6) feet from the ground. Should any fence, hedge, shrub, tree, flower or other planting be so

Page 3 of Seven Pages

** OFFICIAL RECORDS **
BK 1747 PG 743

placed, or afterwards grow so as to encroach upon the adjoining property, such encroachment shall be removed upon the request of the owner of the adjoining property. Should any encroachment be upon a right of way, street, alley or other easement, it shall be removed promptly upon request of SMI or its designated representative; and such encroachment shall be wholly at the risk of the owner of the encroaching object. No fence or wall may be constructed until written approval is obtained from the SMI Architectural Review Committee as to design and material to be used in the construction of said fence or wall.

14. Only the normal sign showing name and/or address of the resident shall be displayed permanently to the public on any residential lot. A temporary sign of not more than five (5) square feet may be placed on the property advertising the property for sale or rent. Larger temporary signs may be placed on the property by a builder or realty to advertise the property during the construction or sale of such property.

15. No structure or apparatus will be permitted for the outdoor drying of clothes in a front or side yard. Such structure or apparatus may only be permitted in the rear of the house, if it is hidden from view from neighbors and streets.

16. No television antenna, radio aerial or antenna, television satellite dish or any other exterior electronic or electric equipment or devices shall be located on any lot or attached or maintained on the exterior of any structure located on any lot in the subdivision, unless otherwise approved by the SMI Architectural Review Committee.

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

18. Any house or residence built on any lot shall include a garage which shall have the capacity for at least two cars. No carports shall be built on any lot.

19. No outdoor privy, septic tank nor other method of disposing of sewage shall be permitted anywhere in the subdivision. The owner of each lot shall connect his sewage disposal line to the sewage

Page 4 of Seven Pages

** OFFICIAL RECORDS **
BK 1747 PG 744

collection line provided to serve that owner's building lot to comply with the requirements of the Okaloosa County Water and Sewer System. No well, except for lawn watering purposes, shall be sunk or maintained on any part of the subdivision. A central water supply system owned and operated by Okaloosa County Water and Sewer System or its assigns will be provided for the service of the subdivision and shall be used as the sole source of water for all outlets and spigots within all buildings located on each lot. The owner of each lot shall connect his water lines to the water distribution main provided to serve each lot. After such connections, each property owner shall pay when due the charges for the furnishing of water and sewer disposal made by the supplier thereof.

20. No excavation, except such as is necessary for the construction of improvements, shall be permitted, nor shall any hole of any kind be dug on the restricted land, except wells for lawn watering purposes.

21. SMI or its designated representative shall contract with Chelco or its assigns to install a street lighting system for the subdivision. The cost of operating and maintaining this system shall be distributed pro rata among all owners of residences in the subdivision.

22. All electric, telephone and other utility lines and connections shall be located underground between the main utility lines and the residence and other buildings located on each lot.

23. No temporary building of any kind or character shall be erected or permitted to remain on any lot, except during the course of construction adequate sanitary toilet facilities for workmen can be used.

24. To assure proper drainage, it is required that swales along the road right-of-way and the permanent part of some building lots be established and maintained. They shall be maintained so that proper run-off occurs. Concrete driveways shall be installed so as not to interfere with the flow of water along the road right-of-way. Owners shall be required to landscape and maintain the area between the lot line and paved surface of the street (right-of-way), and said landscaping shall not interfere with or obstruct the designed flow of drainage water along the swales.

Page 5 of Seven Pages

** OFFICIAL RECORDS **
BK 1747 PG 745

25. The owners of each residence shall keep such residence neat and attractive, and shall perform such maintenance as may be reasonable to protect the value of neighboring property and the subdivision.

26. No commercial vehicle or autos, construction vehicles or equipment shall remain parked on any lot within this subdivision unless in a garage. Travel trailers or recreation vehicles shall not be used as a permanent residence while parked on any lot in the subdivision. Travel trailers or recreation vehicles that are or become unsightly, as determined by the SMI Architectural Review Committee, must be hidden from view of the public or adjoining lot owners. No house trailers shall be permitted within the limits of this subdivision. Boats on trailers may be kept on residential lots, but must be confined to the rear or side yard screened by a fence or shrubs so that they are not considered unsightly or not to the best interest of the environmental appearance from the street or neighbor's lot.

27. SMI, its successors, or its designated representative, may make other restrictions applicable to each homesite by appropriate provision in the contract for deed or in any deed without otherwise modifying the general plan herein outlined, and such other restrictions shall inure to the benefit of other owners of homesites in the subdivision and shall bind the grantees and their respective heirs, successors or transferees in the same manner as though they had been expressed herein.

28. Violation of any restriction or covenant shall give SMI, its successors, or its duly designated representative, the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed as trespass.

29. These covenants and restrictions are to run with the land and shall be part of all deeds and contracts or conveyances of any and all lots in this subdivision and shall be binding on all parties and all persons claiming under them until January 1, 2012, at which time said covenants and restrictions shall automatically be extended for additional successive ten-year periods, unless terminated by written agreement of a majority of the record owners; such agreement must be

Page 6 of Seven Pages

** OFFICIAL RECORDS **
BK 1747 PG 746

recorded before the beginning of the next applicable ten-year extension.

30. If any owner, tenant, or occupant of this subdivision shall violate or attempt to violate any of these covenants and restrictions while in force and effect, it shall be lawful for any other lot owners in the subdivision to prosecute any proceeding at law or in equity against any person violating or attempting to violate such covenants and restrictions, and either to prevent them from doing so or to recover damages for such violation(s).

31. In no event and under no circumstances shall a violation of any covenant or restriction herein contained work a forfeiture or reverter of title.

32. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any provision, which shall remain in full force and effect.

IN WITNESS WHEREOF, the owner has hereunto caused his/its hand and seal to be affixed this 19 day of MAY, 1993.

SOUTHMINSTER, INC.

BY: Wayne T. Bayette
Sec. FM

STATE OF FLORIDA)

COUNTY OF OKALOOSA)

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 Wayne T. Bayette, of SOUTHMINSTER, INC., a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument; and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the county and state last aforesaid on this 19 day of May, 1993.



Kristi L. Kratz
Notary Public Kristi L. Kratz
State of Florida at Large
My Commission Expires: Sep 27, 1996



FILE# 1260515
OKALOOSA COUNTY, FLORIDA

RCD: MAY 19 1993 @ 3:36 PM
NEWMAN C BRACKIN, CLERK

Page 7 of Seven Pages