

FILED AND RECORDED
DATE 05/09/91 TIME 14:14

CATHERINE KING CLERK
CO:WALTON ST:FL

28.50

DECLARATION OF RESTRICTIVE COVENANTS

W.L. Comander, in consideration of persons purchasing lots in the MAGNOLIA BAYE SUBDIVISION, a platted subdivision, located in the N1/2 of SE1/4 of Section 2, Township 2 South, Range 19 West, Walton County, Florida, does hereby declare and establish the following restrictive covenants which shall be binding on all purchasers of the lots in the MAGNOLIA BAYE SUBDIVISION, their heirs and assigns, and which covenants shall run with the land described as recorded in Plat Book 8, at page 56, Public Records of Walton County, Florida, being legally described in SCHEDULE "A" attached hereto and incorporated by reference herein.

The restrictive covenants on the above-described land are as follows:

1. No lots shall be subdivided in any manner.
2. No littering or dumping in any area.
3. No garbage, refuse, junk or rubbish shall be deposited or kept on any lot or building site, except in a suitable container. All such containers shall be kept at the rear of the home, except on the date of trash collection.
4. Only one dwelling per lot.
5. No junk automobile, vehicles, boats or lean-to's shall be kept or erected on property.
6. No mobile homes shall be allowed or placed on lots which are more than ten (10) years old at time of placement. Minimum size of mobile home shall be 12' X 50'. Skirting shall be placed around all sides immediately upon setup and shall be properly maintained at all times.
7. No building materials or temporary building of any kind shall be placed or stored on the property until the owner is ready to commence improvements. Such material or temporary building shall be placed within the property line of the lot or parcel of land upon which the improvements are to be erected and shall not be placed in the streets or between the street and the property line. Any temporary building or structure of any kind shall not be used for other than construction purposes; and expressly, such temporary structure or building shall not be used for residential purposes either during construction or thereafter and shall be removed immediately upon completion of construction.
8. No structure of any of the said lots shall be used for business, commercial or multifamily purposes or uses.
9. All buildings and structures erected on any lots shall be a new construction and designed and constructed to be solidly constructed and conform to the local building codes and be of like classifications in the immediate vicinity.
10. No domestic animals shall be kept on the premises at anytime except one dog and one cat. No "barnyard" animals of any kind shall be kept on the property.
11. Fences may be placed on property lines.

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WILLIAM S. HOWELL, JR., ATTORNEY
P. O. Box 98
Casselton, R. 32823

12. All sanitary lines must discharge into approved septic tank. No open drains of any type are allowed.

13. No illegal, noxious, commercial or offensive activities shall be permitted or carried out on any part of said land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood.

14. No driveways, culverts or other structures shall be built between lots and travel portions of streets, nor shall any ditch or drain be constructed to obstruct drainage which shall cause surface water to flow over any lot.

15. No sign of any kind shall be displayed to the public view on any lot, except reasonable signs advertising the property for sale.

16. Open fires shall be prohibited unless they are strictly monitored by a person having water source to extinguish said fire.

17. All lots and parcels, whether occupied or unoccupied, and any improvements thereon shall at all times be maintained in such manner as to prevent their becoming unsightly, unsanitary or a hazard to health.

18. 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 W.L. Comander or any person or persons having any ownership interest in any lot in the subdivision to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants and restrictions, for the purpose of preventing or enjoying all or any violations or attempted violations. In no event and under no circumstances shall a violation, of any covenant or restriction herein contained, work a forfeiture or reverter of title.

19. If the party attempting to enforce these restrictions shall prevail in any proceeding at law or at equity, such party shall be entitled to recover reasonable attorney fees and court costs, which will be assessed against the party which is found to be in violation of such restrictions.

20. Invalidation of any of these covenants or restrictions by judgement or court order shall in no way affect any other provision which shall remain in full force and effect.

21. No structure or planting (including but not limited to a fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial) shall be placed or located in any lot if the location of same will obstruct the vision of the motorists upon any of the streets.

22. No trees having a diameter of more than six (6) inches may be cut without the written approval of the Architectural Control Committee except for those on the lot's homsite located inside or within six (6) feet of the area occupied by the dwelling, driveway, or other approved structure.

23. No excavations, except such as is necessary for the construction of improvements, shall be permitted, nor shall a hole of any kind be dug on the restricted land, except: wells for lawn pump purposes, fence erection or related similar use.

24. No illegal, noxious, commercial or offensive activities shall be permitted or carried out on any part of said land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood.

WILLIAM S. NOWELL, JR. ATTORNEY
P. O. Box 88
Chapin, R. 22423

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25. W.L. Comander hereby grants and conveys unto utility companies licensed to do business in Walton County, its successors and assigns the perpetual right to lay, bury, construct, operate, maintain, dig up, repair any underground system, with all necessary equipment on, along, under, and across the streets and public ways of this subdivision for the transmission, distribution, supply and sale to the public for utilities, and also the perpetual right to lay, bury, construct, operate, maintain, dig up, and repair on each lot within the subdivision service conduit and facilities from the property line to the point of service for all present and future customers of said utility companies, its successors and assigns within said subdivision.

26. W.L. Comander, his successors or assigns, may make other restrictions applicable to each lot by appropriate provision in the contract for deed or in any deed without otherwise modifying the general plan herein outlined. Such other restrictions shall inure to the benefit of other owners 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.

27. The covenants and restrictions are to run with the land and shall be part of all deeds and contract conveyances of any and all lots in this subdivision and shall be binding on all parties and all persons claiming under them.

28. No owner shall block or allow anyone on his lot to block the canal or lake channel with a dock or boat which impedes boat traffic in any manner.

29. Wherever there shall have been built or there shall exist on any lot any structure, building, thing or condition which is in violation of these covenants and restrictions, W.L. Comander, his heirs or assigns or his duly designated representatives, shall, after giving written notice to the property owner, have the right, but no the obligation to enter upon the property where such violation exists and summarily to abate, correct or remove the same, all at the expense of the owner of such property, the cost of which shall be payable by such owner to W.L. Comander or his heirs or assigns on demand. Such entry and abatement, correction or removal shall not be deemed a trespass or make W.L. Comander liable in any way for any damages on account thereof.

30. The invalidation of any part of these restrictive covenants and conditions by a judge or decree of court shall in no way affect or invalidate any of the remaining divisions of said covenants.

IN WITNESS WHEREOF, the undersigned W.L. COMANDER has set his hand and seal this 8th day of May, 1991.

W. L. Comander
Witness
W. L. Comander
Witness

W. L. Comander
W.L. COMANDER

STATE OF FLORIDA
COUNTY OF WASHINGTON

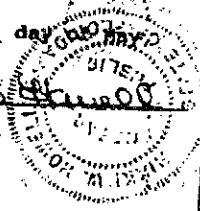
Personally appeared before me, the undersigned authority, W.L. COMANDER, who after being first duly sworn acknowledged before me that he executed the foregoing Declaration of Restrictive Covenants.

SWORN TO AND SUBSCRIBED before me this 8th day of May, 1991.

My Commission Expires:

Notary Public, State of Florida
My Commission Expires April 17, 1995
Should This Copy Fall - Renew Your Exp.

W. L. Comander
NOTARY PUBLIC



FL 431764 B 747 P 280
CO:WALTON ST:FL

WILLIAM S. HOWELL, JR., ATTORNEY
P. O. Box 98
Clermont, FL 32709

SCHEDULE "A"

MAGNOLIA BAYE
A SUBDIVISION IN THE NEAR OF THE S.E. 1/4 OF SECTION 2,
T-2-S, R-19-W, WALTON COUNTY, FLORIDA

Commence at the Northeast corner of the Northwest quarter of the Southwest quarter of Section 2, T-2-S, R-19-W, Walton County, Florida; thence WEST, along North line of said Northwest quarter of Southeast quarter, 1294.08 feet to a point on a curve and the Easterly Right of Way line of a County Road; thence Southerly, along curve along said Easterly Right of Way line, concave to the left with a radius of 3242.83 feet, through a central angle of 4°51'39", an arc distance of 444.79 feet to end of curve; thence S-00°06'50"-E, along said Right of Way line, 875.71 feet; thence EAST, 1714.26 feet to West side of a canal; thence N-59°56'16"-E, along said canal, 50.76 feet; thence N-41°35'03"-E, along said canal, 120.95 feet; thence N-46°12'52"-E, along said canal, 75.29 feet; thence N-47°13'16"-E, along said canal, 75.41 feet; thence N-46°17'25"-E, along said canal, 75.29 feet; thence N-36°14'23"-E, along said canal, 75.29 feet; thence N-40°11'32"-E, along said canal, 75.01 feet; thence N-36°31'41"-E, along said canal, 75.25 feet; thence N-53°56'11"-E, along said canal, 76.89 feet; thence N-40°15'12"-E, along said canal, 75.01 feet; thence N-27°10'22"-E, along said canal, 77.31 feet; thence N-40°48'39"-E, along said canal, 75.00 feet; thence N-39°07'24"-E, along said canal, 75.05 feet; thence N-30°26'36"-E, along said canal, 76.35 feet; thence N-27°49'44"-E, along said canal, 77.10 feet; thence N-33°37'43"-E, along said canal, 75.66 feet; thence N-78°46'18"-E, along said canal, 94.60 feet; thence S-87°34'42"-E, along said canal, 53.53 feet; thence NORTH, 371.44 feet to the intersection with the North line of said Southeast quarter of Section 2; thence S-89°58'30"-W, along said North line, 1335.17 feet to the Point of Beginning, LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS:

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Prepared by and return to:

WILLIAM S. HOWELL, JR.
ATTORNEY AT LAW
1884 S. CO. HWY. 393, SUITE 200
SANTA ROSA BEACH, FL 32459

THIS SPACE PROVIDED FOR RECORDING INFORMATION

**AMENDMENT TO DECLARATION OF
RESTRICTIVE COVENANTS AS TO
LOT 35 AND LOT 36 OF MAGNOLIA BAYE SUBDIVISION**

THIS AMENDMENT is made this ____ day of September, 2004, by **W. L. COMANDER**,
Declarant of Magnolia Baye Subdivision.

WHEREAS, the Declarant of MAGNOLIA BAYE subdivision, **W. L. COMANDER**,
(hereinafter referred to as "COMANDER") is the owner of Lots 35 and 36 of said subdivision,
the Plat of which is recorded in the Public Records of Walton County, Florida, in Plat Book 8, at
Page 56, and the Declaration of Restrictive Covenants of said Subdivision are recorded in Official
Records Book 747, at Pages 278- 283, and

WHEREAS, pursuant to the authority of the provisions of Section 26, of said Restrictive
Covenants, COMANDER, wishes to amend certain covenants as they pertain **only** to Lots 35 and
36,

NOW THEREFORE, in consideration of the aforementioned premises, pursuant to the
authority reserved to the said Declarant, COMANDER, , it is hereby declared that:

- 1. (ONLY AS TO LOT 35 AND LOT 36), Section 6 of the 'Declaration of Restrictive
Covenants' of MAGNOLIA BAYE Subdivison is hereby amended to read as
follows:

**SECTION 6. NO MOBILE HOMES SHALL BE ALLOWED OR PLACED
ON LOTS 35 AND 36.**

- 2. Except as expressly amended by this amendment, the Declaration of Restrictive
Covenants for shall remain in full force and effect as originally recorded. This
Amendment shall run with the title to the Property and will bind and inure to the
benefit of the owners thereof.

IN WITNESS WHEREOF, the undersigned, **W. L. COMANDER**, has set his hand and seal
the date written below. This Amendment shall become effective upon its recording in the Public
Records of Walton County, Florida.

Dated this ____ day of September, 2004.

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Witnesses:

Printed Name: _____

W. L. COMANDER, Declarant/Owner

Printed Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing Amendment to the Declaration of Restrictive Covenants of MAGNOLIA BAYE Subdivision was acknowledged before me this _____ day of September, 2004, by W. L. COMANDER.

Signature of Notary

Name of Notary (Typed, Printed or Stamped)
Commission Number (if not legible on seal):
My Commission Expires (if not legible on seal):

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____