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INSTRUMENT 00166638

This instrument prepared by:
WILLIAM V. LINDEN
127 Palatka Place
Post Office Box 12347
Pensacola, Florida 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

**DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS OF
WIGGINS LAKE ESTATES**

THIS DECLARATION, made on the date hereinafter set forth by R. Lee Roy Wiggins (formerly known as Raymon L. R. Wiggins), Lois S. Wiggins, Vance A. Perry, Harriet F. Perry, and Gayle B. Weaver, joined by her husband, Thomas E. Weaver, hereinafter collectively referred to as "Grantor."

W I T N E S S E T H:

WHEREAS, Grantor is the owner of certain real property located in Escambia County, Florida, more particularly described as:

Commence at the Northwest corner of Section 31, Township 5 North, Range 32 West, Escambia County, Florida; thence South 00°00'00" West along the West line of said Section 31 for 967.45 feet to the point of beginning; thence continue South 00°00'00" West along said West line for 693.95 feet; thence South 90°00'00" East for 66.00 feet; thence North 00°00'00" East for 40.04 feet; thence North 87°39'30" East for 91.05 feet; thence North 49°09'30" East for 200.00 feet; thence North 85°41'10" East for 152.04 feet; thence N 87°30'30" East for 146.69 feet; thence North 00°06'30" East for 185.62 feet; thence North 84°39'30" East for 217.29 feet; thence North 01°42'30" East for 33.85 feet; thence South 65°10'25" East for 206.34 feet; thence North 12°30'00" East for 40.19 feet; thence North 19°15'47" East for 136.46 feet; thence North 67°57'55" West for 209.29 feet; thence North 22°02'05" East for 54.10 feet; thence North 67°57'55" West for 66.00 feet; thence North 74°49'29" West for 197.62 feet; thence South 87°47'25" West for 640.00 feet to the point of beginning.

NOW, THEREFORE, Grantor hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I--DEFINITIONS

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot in said Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Properties" shall mean and refer to that certain real property platted as the Subdivision known as Wiggins Lake Estates.

Section 3. "Lot" shall mean and refer to each of the platted lots shown on the plat of the Subdivision.

ARTICLE II--ARCHITECTURAL CONTROL

Section 1. Land Use. No Lot in the Subdivision shall be used except for residential purposes as a single family dwelling.

Section 2. Dwelling Size. 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. Exclusive of porches, garages and carports, no one story residential structure shall be erected or placed on any Lot with a habitable ground floor area of the main structure of not less than 1,500 square feet.

ARTICLE III--GENERAL PROVISIONS

Section 1. Enforcement. Any Owner shall have the right to enforce, by a proceeding at law or in equity, all covenants, restrictions and provisions of this declaration against any Owner or Owners violating or attempting to violate any such covenant, restriction or provision, either to prevent him or them from so doing, or to recover damages for such violation. The prevailing party in the action shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of an attorney. Failure by any Owner to enforce any covenant, restriction or provision herein contained shall in no event be deemed a waiver of the right to do so thereafter. In no event and under no circumstances shall a violation of any covenant, restriction or provision herein contained work a forfeiture or reverter of title.

Section 2. Severability and Subheadings. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect. The subheadings used herein are for convenience only and do not define, limit or construe the contents of such paragraphs.

Section 3. Amendment by Grantor. The Grantor reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract or deed or other instrument hereinafter made, any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained, and (c) to release any Lot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building setback lines and provisions hereof relating thereto) if the Grantor, in its sole judgment, determines such violation to be a minor or insubstantial violation.

Section 4. Duration. The covenants, restrictions and provisions of this Declaration shall run with the land and they shall be a part of all deeds and contracts for conveyance for any and all Lots in this Subdivision and shall inure to the benefit of and be enforceable by the Owners, and their respective legal representatives, heirs, successors and assigns for a period of thirty (30) years from the date hereof, after which time the covenants, restrictions and provisions hereof shall be automatically extended for successive periods of one (1) year each, unless an instrument, signed by a majority of the then Lot Owners, has been recorded, agreeing to abolish or change these covenants, restrictions and provisions in whole or in part.

ARTICLE IV--ADDITIONAL RESTRICTIONS

Section 1. Use of Premises. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the

neighborhood, nor shall any Lot be used for the purpose of carrying on a trade, profession, business or public amusement.

Section 2. Parking of Vehicles. Only operating passenger automobiles, operating pickup trucks and operating passenger vans may be parked within the subdivision. Manufactured homes are specifically prohibited from being parked or situated within the subdivision, even for short periods of time.

Section 3. Pets and Animals. No animals, livestock, poultry or insects of any kind, domestic or otherwise, shall be raised, bred, kept or maintained on any Lot except that dogs, cats and other common household pets may be kept; provided that they are not kept, bred or maintained for any commercial purpose; and further provided that they are not kept in such numbers as to be an annoyance or nuisance to other Owners in the Subdivision.

Section 4. Trash and Garbage. No Lot or portion thereof shall be used or maintained as a dumping grounds for garbage, rubbish, trash or other waste. All trash, garbage and other waste shall be kept within an enclosure constructed with each residence, which enclosures shall be located at the side or rear of each residence and which shall totally screen said containers from sight from the front street, any side street and any adjacent Lot.

Section 5. Temporary Structures. No structure of a temporary character, including trailer, basement, tent, shack, shed, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence.

Section 6. Fences. No fence constructed on any Lot shall exceed four feet in height. All fences constructed on any Lot shall be either chain link or wood fences or constructed with other materials approved in advance by the Grantors, or their successors and assigns.

Section 7. Outbuildings. Outbuildings shall be permitted for storage use only, and provided the design and materials used in the construction of said outbuildings shall be approved by Grantor, or their successors and assigns, prior to construction.

IN WITNESS WHEREOF, R. Lee Roy Wiggins (formerly known as Raymon L. R. Wiggins), Lois S. Wiggins, Vance A. Perry, Harriet F. Perry, and Gayle B. Weaver, joined by her husband, Thomas E. Weaver have set their hands and seals this 14 day of May, 1994.

Signed, sealed and delivered
in the presence of:

W.R. Ward
Name: W.R. WARD

Santa H. Peterson
Name: Santa H. Peterson

W.R. Ward
Name: W.R. WARD

Santa H. Peterson
Name: Santa H. Peterson

R. Lee Roy Wiggins
R. LEE ROY WIGGINS

Lois S. Wiggins
LOIS S. WIGGINS

Vance A. Perry
VANCE A. PERRY

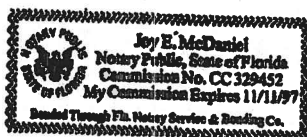
Harriet F. Perry
HARRIET F. PERRY

W. L. Ward
Name: W. L. WARD
John H. Peterson
Name: JOHN H. PETERSON

Gayle B. Weaver
GAYLE B. WEAVER
Thomas E. Weaver
THOMAS E. WEAVER

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st
day of May, 1994, by R. LEE ROY WIGGINS and LOIS S.
WIGGINS, who are personally known to me and who did not take an
oath.

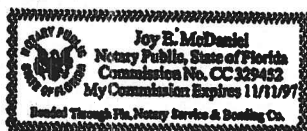


Joy E. McDaniel
NOTARY PUBLIC
Typed Name: _____
Commission Expires: _____
Commission No.: _____

STATE OF FLORIDA

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 1st
day of May, 1994, by VANCE A. PERRY and HARRIET F. PERRY,
who are personally known to me or who produced [type of ID]
State Id. as identification, and who did not take an oath.

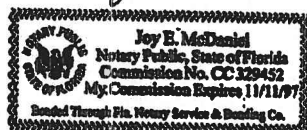


Joy E. McDaniel
NOTARY PUBLIC
Typed Name: _____
Commission Expires: _____
Commission No.: _____

STATE OF FLORIDA

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 1st
day of May, 1994, by GAYLE B. WEAVER and THOMAS E. WEAVER,
who are personally known to me or who produced [type of ID]
Driver's Lic. as identification, and who did not take an oath.
al. - Thomas, Gayle - Th.



Joy E. McDaniel
NOTARY PUBLIC
Typed Name: _____
Commission Expires: _____
Commission No.: _____

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Instrument 00166638
Filed and recorded in the
public records
OCTOBER 31, 1994
at 10:38 A.M.
in Book and Page noted
above or herein
and record verified
JOE A. FLOWERS,
COMPTROLLER
Escambia County,
Florida



Joe A. Flowers, Comptroller

Escambia County

Phone

P.O. Box 1111

Panama, FL 32305

OR BK3669 Pg0689
INSTRUMENT 00166636

19

WIGGINS LAKE ESTATES

(County Plat)

PLAT BOOK 15

PAGE 32

Instrument 00166636

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Public Records

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at 10:38 A.M.

In Book and Page noted

above or herein

and record verified

JOE A. FLOWERS,

COMPTROLLER

Escambia County,

Florida

Joe A. Flowers, County Comptroller

By

Deputy Clerk