

RECORDED  
STATE OF FLORIDA

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CARLTON TUCKER

CLERK CIRCUIT COURT  
WAKULLA COUNTY FLORIDA

THIS INSTRUMENT PREPARED BY:  
JAMES O. SHELFER, Attorney  
300 First Florida Bank Bldg.  
Tallahassee, FL 32301  
(904) 222-6543

DECLARATION OF RESTRICTIVE COVENANTS  
OF ELLENWOOD, AN UNRECORDED SUBDIVISION

JIMMY BOYNTON REALTY, INC. is the owner of the property described in Exhibit "A" located in Wakulla County, Florida. By this instrument, the owner imposes upon the land described in Exhibit "A" for the benefit of the present and the future owners of the land, the following conditions, restrictions and limitations which shall be covenants running with the land, binding upon the owners, their heirs and assigns, and all persons claiming any right, title or interest in the land and all subsequent purchasers of the land, their heirs, personal representatives and assigns.

ARTICLE I - DEFINITIONS

1. "Declarant" shall mean and refer to JIMMY BOYNTON REALTY, INC., the owner of the property described in Exhibit "A".
2. "Association" shall mean and refer to ELLENWOOD HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit.
3. "Easement" shall mean the land described in the Declaration of Easement recorded in Official Records Book 116, Page 132 of the Public Records of Wakulla County, Florida.
4. "Lot" shall mean any parcel of land contained in the property described in Exhibit "A" and sold by the Declarant to any individual or group of individuals. The property is divided into "lots" as shown on an unrecorded plat of ELLENWOOD prepared by Nobles, Varnum & Associates, Inc., which plat is attached to this Declaration of Restrictive Covenants as Exhibit "B".
5. "Maintenance" shall mean the exercise of reasonable care to keep the roads, landscaping, drainage, storm water detention facilities and other related improvements in their original condition, normal wear and tear excepted.
6. "Member" shall mean every person or entity that holds membership in the Association.

7. "Subdivision" shall mean the property described in Exhibit "A" as divided into lots to be shown on the plat attached as Exhibit "B".

8. "Owner" shall mean the record owner, whether one (1) or more persons or entities, of a legal or beneficial interest in a lot, and shall include purchasers under Contracts for Deed, but shall not include those holding title as security for the performance of an obligation, nor shall it include Declarant.

ARTICLE II - MEMBERSHIP AND  
VOTING RIGHTS IN THE ASSOCIATION

1. Membership: Any person who owns property that is subject to these restrictions shall automatically be a member of the Association, provided, however, that where any lot as shown on the plat of the subdivision is owned by more than one (1) person, one (1) of the owners shall be designated to cast the vote on matters to come before the Association on behalf of all of the owners of the lot. In the event the owner of a lot is a corporation or partnership, a partner or corporate officer shall be designated to cast the vote on behalf of the partnership or corporation.

2. Voting Rights: The Association shall have two (2) classes of voting members as follows:

"Class A" - Class A membership shall be all owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each lot owned, except that only lot owners whose property is contiguous to the private road within the subdivision shall be entitled to vote on matters covering road maintenance and assessments for road maintenance.

"Class B" - Class B membership shall be the Declarant, who shall be entitled to exercise two (2) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership.

ARTICLE III - ASSESSMENTS

1. Liens and Personal Obligations of Assessments:

Each owner of a lot by acceptance of his deed for such lot, whether or not it is expressed in his deed, agrees to pay the assessments as provided in this Article.

2. Annual Assessments: Annual assessments shall be paid by each lot owner to the Association. The assessment for the year 1985 shall be Thirty-Five Dollars and No Cents (\$35.00) for each lot in the subdivision. For the year 1986 and each subsequent year, the annual assessment may be increased by a vote of the Association, not to exceed ten percent (10%) over the assessment of the previous year. If one (1) owner buys more than one (1) lot, the additional lots will be assessed at Fifteen Dollars and No Cents (\$15.00) per year as long as they remain in the original ownership. If sold, the lots shall be assessed at Thirty-Five Dollars and No Cents (\$35.00) per lot.

3. Special Assessment: In addition to the annual assessments, the Association may have a special assessment in any year for the purpose of defraying in whole or in part, the cost of maintenance or repair of the roads in the subdivision. The decision of whether to make a special assessment and the amount of such assessment shall be made solely by the members whose lots are contiguous to the private road within the subdivision. Likewise, if a majority of the members entitled to vote on assessments elect to make a special assessment, such assessment shall be levied only on the members whose property is contiguous to the private road. Each owner obligated to pay the special assessment shall pay a percentage of the total assessment. The percentage of the assessment allocated to each owner shall be determined by dividing the number of lots that are subject to assessment owned by the member, by the total number of lots that are contiguous to the road.

4. Effect of Nonpayment of Assessments and Remedies of the Association: Any assessment not paid within sixty (60) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for assessment provided for herein by abandonment of his lot.

5. Subordination of Assessment Lien: The assessment liens provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of a lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the assessment lien as to the payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due.

ARTICLE IV - EASEMENTS

Each lot extends to the middle of a sixty (60) foot easement for utilities and ingress and egress. The easement is described in Official Records Book 116, Page 132 of the Public Records of Wakulla County, Florida. Each deed from the Declarant will grant to the owner, nonexclusive use of the easement and retain an easement over the thirty (30) feet of the easement conveyed by the warranty deed. Within the easement described in the Public Records, no structure, plant or other object shall be placed or permitted to remain which may damage or interfere or change the direction or flow of drainage within the easement or interfere with the installation and maintenance of utilities or the safe passage of automobile traffic.

ARTICLE V - USE RESTRICTIONS

The use of the property within the subdivision shall be restricted as follows:

A. Common Restrictions:

1. Each lot shall be used as a residence for a single family and for no other purpose. No lot shall be subdivided into lots smaller in size than one (1) acre.

2. No mobile home that is five (5) years or older, regardless of size, shall be placed within the subdivision until approved by the Declarant. Approval shall be based on compliance with these restrictions and location on the property. Approval shall not be arbitrarily withheld. If the Declarant sells all of the property it owns within the subdivision without appointing a successor to exercise the powers provided in this paragraph, the Homeowners Association shall appoint a committee as successor to the Declarant.

3. Out buildings or accessory buildings are permitted as long as construction of the buildings is compatible with the construction and appearance of the main residence.

4. No building or residence shall be located nearer than thirty (30) feet from the centerline of any roadway and shall otherwise comply with all county setback regulations. No trees shall be cut within five (5) feet of the back or side property lines of any lot, except for the purpose of building a fence along the property line or to clear roadways to adjoining property owned by a member.

5. All conventionally built homes shall contain at least seven hundred (700) square feet of heated and cooled area, exclusive of porches and garages. All mobile homes shall contain at least six hundred (600) square feet, and all modular homes shall contain at least seven hundred (700) square feet of heated and cooled space, exclusive of porches and garages.

6. No goats or hogs shall be kept on any of the lots within the subdivision, nor shall any animal be kept on any lot that causes nuisance or annoyance because of noise or smell.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall any act be committed which would

constitute an annoyance or nuisance to the other residents in the subdivision or to the general public.

8. No commercial advertising except for "for sale" or "for lease" display signs shall be permitted within the subdivision, except that the Declarant or its agents may erect such display signs as may reasonably be required for development and sale of the lots.

9. Any major mechanical or repair work performed on any motor vehicle shall be done in an enclosed garage or carport and shall not be visible from the street.

10. All boats and travel and utility trailers shall be stored and placed neatly in a garage, carport or in the rear of the lots.

11. All clothes lines, satellite dishes and antennas shall be located in the rear yard of the residence and not in the front yard.

B. Mobile Home Restrictions:

12. No mobile homes shall be placed on any lot unless such mobile home has been manufactured by a company engaged in the manufacture of mobile homes. It is the intention of this restriction to prohibit the location of any "homemade" mobile home on any lot. It is required, and shall be the responsibility of the owner, to provide complete ground to floor skirting for the mobile home or modular home. This skirting is to be installed within ninety (90) days from the date of moving the mobile or modular home onto the lot. All mobile homes, except for double wides, must be at least forty-five (45) feet in length.

ARTICLE VI - WAIVER

So long as the Declarant owns any property within the subdivision, Declarant shall have the authority to waive the enforcement of any of the provisions of Article V, so long as strict enforcement would result in unnecessary hardship. Once the Declarant has sold all of the property owned by Declarant

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10/23/85

within the subdivision, this right to waive enforcement of the Use Restrictions in Article V shall be conferred to the Association.

ARTICLE VII - ENFORCEMENT

The Declarant; ELLENWOOD HOMEOWNERS ASSOCIATION, INC.; or the owner of any lot subject to these restrictions, may bring an action to enforce these restrictions in any court of competent jurisdiction.

ARTICLE VIII - EFFECT

Each and every conveyance of any lot in this subdivision is expressly made subject to the provisions of these Declaration of Restrictive Covenants, whether or not the terms of such conveyance incorporates or refers to these provisions.

IN WITNESS WHEREOF, this instrument is executed this 28th day of October, 1985.

WITNESSES:

[Signature]  
[Signature]

JIMMY BOYNTON REALTY, INC.

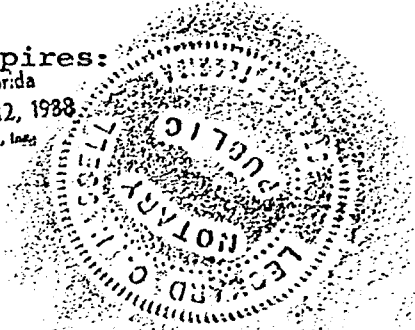
By: [Signature]  
JAMES M. BOYNTON,  
Its President

STATE OF FLORIDA,  
COUNTY OF LEON.

The foregoing Restrictions were acknowledged before me by JAMES M. BOYNTON as President of JIMMY BOYNTON REALTY, INC. on this 28th day of October, 1985.

[Signature]  
NOTARY PUBLIC

My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires Nov. 12, 1988  
Recorded This Year Fairly, Accurately, and Promptly



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10/23/85

**NOBLES, VARNUM & ASSOCIATES, INC.**

ENGINEERING & LAND SURVEYING • FLORIDA & GEORGIA

1324 WEST CRAWFORD STREET  
QUINCY, FLORIDA 32351  
(904) 875-3179

1641-B METROPOLITAN CIRCLE  
TALLAHASSEE, FLORIDA 32308  
(904) 385-1572

August 6, 1985  
NVA Job No. 932

**LEGAL DESCRIPTION  
ELLENWOOD SUBDIVISION**

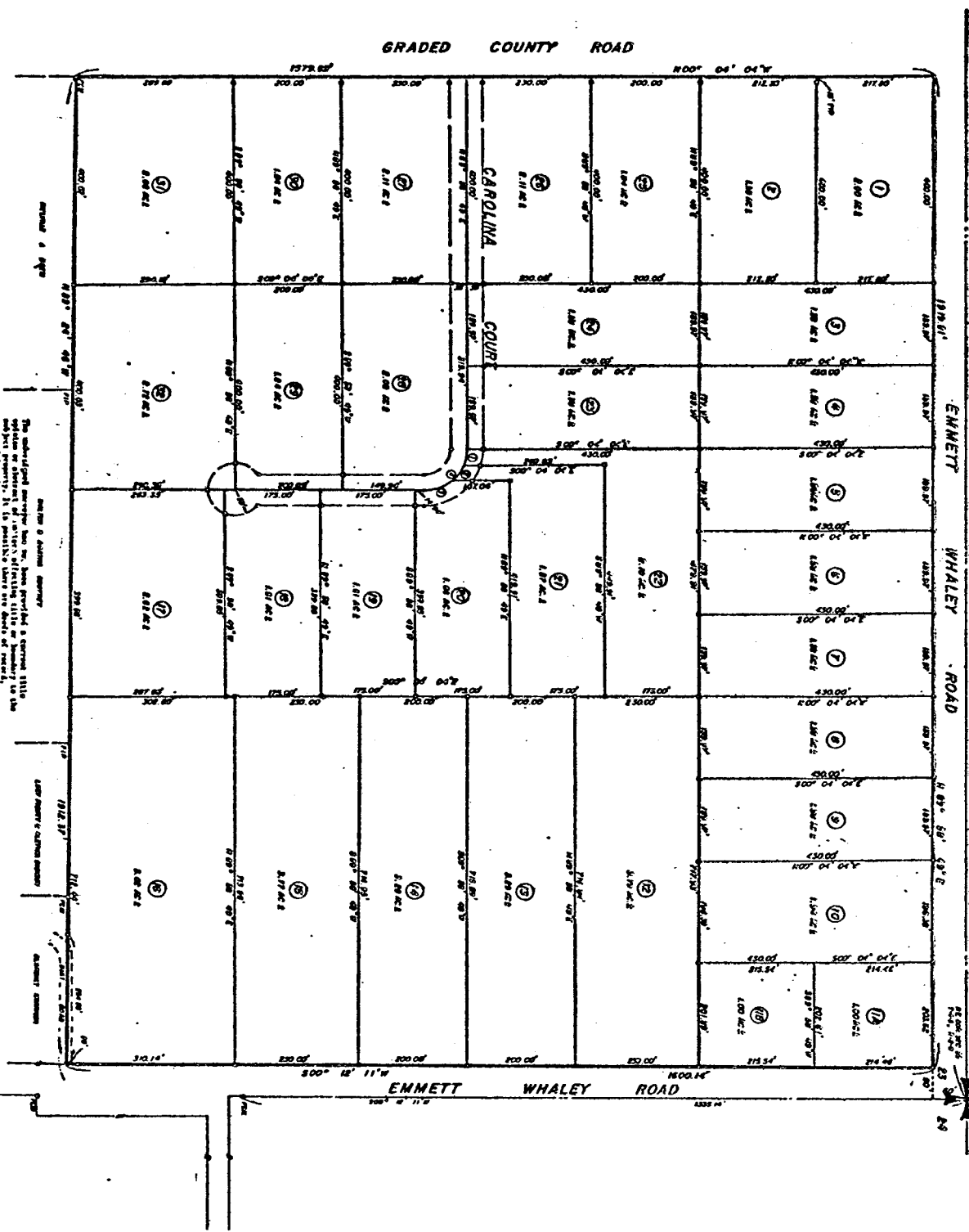
Commence at an old axle marking the Northeast corner of Section 23, Township 4 South, Range 2 West, Wakulla County, Florida and run South 00 degrees 12 minutes 11 seconds West along the East right of way boundary of Emmett Whaley Road 60.00 feet, then run South 89 degrees 58 minutes 49 seconds West 60.00 feet to a concrete monument set on the West boundary of said Emmett Whaley Road and the POINT OF BEGINNING. From said POINT OF BEGINNING run South 00 degrees 12 minutes 11 seconds West along the said West boundary 1600.15 feet to a concrete monument, then run North 89 degrees 24 minutes 46 seconds West 1912.37 feet to a concrete monument, then run North 00 degrees 04 minutes 04 seconds West along a graded county road 1579.88 feet to a nail and cap found on the Southerly right of way boundary of said Emmett Whaley Road, then run North 89 degrees 58 minutes 49 seconds East along the said Southerly right of way 1919.81 feet to the POINT OF BEGINNING; containing 69.94 acres, more or less.

EXHIBIT "A"

Page 1 of 1 Page

OFF. REC. 116 PAGE 142

Basic Survey by Ernie S. Brown, PLS No. 2199  
 Dated: 04/08/2008



I hereby certify that this plat accurately represents lands shown and that the same have been examined with the applicable laws and regulations and that the same comply with the Chapter 118-01 of the F.A.C.

THOMAS E. BATES  
 Registered Professional Land Surveyor No. 2541

Lot No.	Area (Acres)	Area (Sq. Ft.)
1	0.01	690
2	0.01	690
3	0.01	690
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100	0.01	690

**ELEEN WOOD**

LOCATED IN SECTION 23, TOWNSHIP 4 SOUTH, RANGE 2 WEST  
 CHARLESTON COUNTY, FLORIDA

DATE: 11/11/07  
 SCALE: 1" = 100'  
 DWN BY: B. PROUD  
 JOB NO: 538  
 PAGE 2 OF 2 (SEE 538-1)



**NOBLES, VARNUM & ASSOCIATES, INC.**  
 Registered Professional Land Surveyors  
 1100 North West 11th Street  
 Tallahassee, Florida 32304  
 Phone: 904.437.1111  
 Fax: 904.437.1112

EXHIBIT "B"

OFF. REC. 116 PAGE 143