

DECLARATION OF RESTRICTIVE COVENANTS  
OF GREENLEA, AN UNRECORDED SUBDIVISION

57469

BARBARA J. BOYNTON 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 BARBARA J. BOYNTON, the owner of the property described in Exhibit "A".
2. "Association" shall mean and refer to GREENLEA 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 104, Page 726 of the Public Records of Wakulla County, Florida.
4. "Lot" shall mean a parcel of land contained in the property described in Exhibit "A". The property shall be divided into "lots" as shown on the plat of GREENLEA prepared by Nobles, Varnum & Associates, Inc., which plat has been submitted to the Wakulla County Commission for approval to be recorded in the Public Records of Wakulla County, Florida.
5. "Maintenance" shall mean the exercise of reasonable care to keep the roads, landscaping, drainage, lighting 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.

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

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.

"Class B" - Class B membership shall be the declarant, who shall be entitled to exercise three (3) 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 1984 shall be Thirty-Five Dollars and No Cents (\$35.00) for each lot in the subdivision. For the year 1985 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. The sinkhole area will be assessed at Seventy-Five Dollars and No Cents (\$75.00) per year.

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. Any such assessment must be approved by a majority vote of the membership of the Association. Each owner shall be assessed a percentage of the maintenance cost. The percentage of the cost allocated to each owner shall be determined by dividing the number of lots each owner owns by the total number of lots in the subdivision.

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 104, Page 726 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 subdivision shall be occupied and used only 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 smaller lots than 1.35 acres, except for lots owned by declarant.
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. If no action has been taken after thirty (30) days from the date in which the approval of a mobile home has been made, then approval shall be presumed. Approval

shall be based on compliance with these restrictions and location on the property. Approval shall not be arbitrarily withheld. If the declarant should die or sell all of the property she 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 building is of a permanent character and compatible with the construction and appearance of the main residence.

4. No building or residence shall be located nearer than fifty (50) feet from the centerline of any roadway and shall otherwise comply with all county setback regulations.

5. All conventionally built homes shall contain at least one thousand (1,000) square feet of heated and cooled area exclusive of porches and garages. All mobile homes shall contain at least six hundred (600), and all modular homes shall contain at least eight hundred (800) square feet of heated and cooled space exclusive of porches and garages.

6. No poultry, fowl, 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 her agents may erect such display signs as may reasonably be required for development and sale of the lots.

9. The owner of each lot shall keep the lot mowed regularly and clear of any unsightly objects. In the event the

owner of any lot within the subdivision breaches this restriction, the declarant reserves her right to enter upon the lot and to mow the grass, clean up the lot, and remove unsightly structures and objects; and the cost of such work shall become a lien upon the lot and the owner of the lot shall be liable for the payment of the cost incurred by the declarant.

10. 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.

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

12. All clothes lines and playground equipment, including but not limited to, swingsets, merry-go-rounds, or other yard toys shall be located in the rear yard of the residence and not in the front yard.

13. There shall be no television or radio antennas or aeri-als erected on the street side of the residence.

B. Mobile Home Restrictions:

14. 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 a foundation and complete ground to floor skirting for the mobile home or modular home. This skirting is to be installed within four (4) weeks from the date of moving the mobile or modular home onto the lot. Skirting material shall be of the same or comparable material as the exterior of the mobile or modular home.

15. Each mobile home shall have a minimum eight by ten (8 X 10) foot manufactured mobile home awning or cabana room or in the alternative, a railed deck at least eight by ten (8 X 10) feet on the front of the mobile home. The lot owner shall have

ninety (90) days after the mobile home is placed on the lot to comply with this restriction.

ARTICLE VI - WAIVER

So long as the declarant owns any property within the subdivision, she 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 her 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 Developer, GREENLEA 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

11th day of July, 1984.

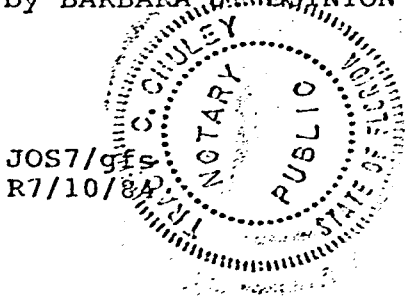
WITNESSES:

Jim Boynton  
Bar Boynton

Barbara J. Boynton  
BARBARA J. BOYNTON

STATE OF FLORIDA,  
COUNTY OF LEON.

The foregoing Restrictions were acknowledged before me by BARBARA J. BOYNTON on this 11th day of July, 1984.



Tracy C. Chuley  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires April 16, 1988  
Bonded Thru Troy Fair - Insurance, Inc.

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BEGIN at a concrete monument marking the Northwest corner of Section 33, Township 2 South, Range 1 West, Wakulla County, Florida and thence run North 89 degrees 52 minutes 36 seconds East 379.78 feet to a concrete monument, thence run South 03 degrees 32 minutes 03 seconds West 938.70 feet to a concrete monument, thence run South 86 degrees 28 minutes 21 seconds East 208.70 feet to a concrete monument, thence run North 03 degrees 32 minutes 09 seconds East 952.02 feet to a concrete monument, thence run North 89 degrees 52 minutes 36 seconds East 469.64 feet, thence run South 00 degrees 11 minutes 08 seconds East 334.90 feet to a concrete monument, thence run North 89 degrees 12 minutes 54 seconds East 1573.96 feet to a concrete monument, thence run South 00 degrees 11 minutes 08 seconds East 2349.30 feet to a St. Joe Paper Company concrete monument, thence run North 89 degrees 41 minutes 37 seconds West 2640.85 feet to a liter wood post, thence run South 89 degrees 09 minutes 43 seconds West 420.76 feet to a concrete monument, thence run North 00 degrees 01 minutes 52 seconds West 1328.13 feet to a concrete monument, thence run South 89 degrees 57 minutes 38 seconds East 421.17 feet to a concrete monument, thence run North 1324.53 feet to the POINT OF BEGINNING.

LESS:

Commence at a concrete monument marking the Northwest corner of Section 33, Township 2 South, Range 1 West, Wakulla County, Florida and thence run South 1324.53 feet along the West boundary of said Section 33 to a concrete monument, thence run South 00 degrees 02 minutes 22 seconds West 30.00 to the centerline of a 60 foot roadway easement, thence run South 89 degrees 57 minutes 38 seconds East along said centerline 256.34 feet, thence run South 00 degrees 18 minutes 23 seconds West 476.37 feet to a concrete monument, thence run South 89 degrees 41 minutes 37 seconds East 950.00 feet to a concrete monument marking the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 89 degrees 41 minutes 37 seconds East 570.00 feet to a concrete monument, thence run South 00 degrees 18 minutes 23 seconds West 476.50 feet to the centerline of a 60 foot roadway easement, thence run North 89 degrees 41 minutes 37 seconds West along said centerline 570.00 feet, thence run North 00 degrees 18 minutes 23 seconds East 476.50 feet to the POINT OF BEGINNING.

The total net acreage of the above described property being 151.04 acres, more or less.

Subject to a county roadway on the North side of the above property.