

DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA
COUNTY OF WAKULLA

KNOWN ALL MEN BY THESE PRESENTS, That this DECLARATION OF COVENANTS AND RESTRICTIONS, made and entered into on this 17 day of February, 1984, by Richard H. Friedberg, hereinafter referred to as the Developer.

WHEREAS, Developer is the owner of the real property and desires to provide for the preservation of the values and amenities in said community and, to this end, desires to subject the real property described as:

Lots 1 - 37, Lake Ellen Shores, per recorded plat (Wakulla County, FL, Book 2 Page 52), to the covenants, restrictions, charges and liens, hereinafter set forth each, and all of which is and are for the benefit of said property and each owner thereof.

NOW, THEREFORE, the Developer declares that the real property described above is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

The covenants and restrictions hereby imposed are as follows:

1. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Wakulla County, Florida, and contains 43 acres, more or less, and is more particularly described: per attached Legal Description.

2. The covenants and restrictions of this Declaration shall run with and bind the land for a term of fifty (50) years from the date this Declaration is recorded.

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect. The covenants and restrictions may not be amended at any time except by a vote of 2/3 of all property owners within Lake Ellen Shores.

3. No lot within Lake Ellen Shores shall be used except for residential purposes. No building of any type shall be erected, altered, placed or permitted to remain on any site other than one detached single-family dwelling not to exceed two stories in height, providing further, that no more than one such residence shall be located on any one lot portion of said land. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. In no event shall construction of a dwelling require more than 6 months to complete. Residential buildings should be properly maintained.

4. No mobile home shall be placed on any lot unless such mobile home is a "Double - Wide" with minimum width of 24' and length of 40', and has a house-type roof with shingles. No bowed roof or metal roofs will be permitted.

No mobile home 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 of aforesaid lots. It is required, and shall be the responsibility of the owner, to provide a foundation and complete ground to floor skirting for the mobile or modular home. This skirting is to be installed within four weeks from the date of moving the mobile or modular home on to the tract. Skirting material should be of the same or compatible material as the exterior of the mobile home. Any mobile home that is not a new mobile home, must be inspected and approved in writing by Charles Walters or his duly authorized representative.

All lots are restricted to occupancy by a single-family, living in a single mobile home. Leasing or sub-leasing of a mobile home or a lot to a party other than the buyer or purchaser of a lot shall be permitted, provided that all leasing or sub-leasing, in all respects, conform with those restrictive covenants.

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5. No travel trailer may be used as a permanent residence. Travel trailers may be used as temporary residence by owners of a lot or lots for a period not to exceed 15 consecutive days nor more than 30 days annually. Storage of recreational vehicles is permitted on lots with a permanent dwelling and shall be stored behind said dwelling, so as not to be visible from the road.
6. Accessory buildings are permitted as long as the construction of said accessory buildings are of a permanent character and compatible with the construction and appearance of the main residence.
7. The living area of the permanent residence (exclusive of porches, garages, carports, and patios) shall be not less than 960 square feet. The minimum finished floor elevation shall be ELEV. 27 MSL.
8. No building shall be located on any site nearer than 80 feet to the road property line, or nearer than 25 feet to any side or rear property line.
9. No noxious or offensive activity shall be carried on upon the property nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhood.
10. No temporary structure (garage, tent, shack, barn, or other outbuilding) shall be used on the property at any time as a residence.
11. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the property. No derrick or other structure designed for the use of boring for oil or natural gas shall be erected or maintained for any commercial purposes.
12. No animals, livestock, or poultry of any kind, shall be raised, bred or kept on the property except dogs, cats, other household pets.
13. No parcel shall be used or maintained as a dumping ground for rubbish and trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such material shall be kept in clean and sanitary conditions. Lots should be maintained in their natural or landscaped conditions and kept free of debris.
14. No sewage disposal system shall be permitted on the property unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of the State of Florida and Wakulla County Health Departments. Approval of such systems as installed shall be obtained from such department or departments.
15. All drainage areas shown on the Plat of Record shall remain open. No owner may encroach into any such area except for the maintenance of grass or open space, and under no circumstances shall such areas be physically altered from their present state. It shall be the responsibility of the owner to assure that drainage courses remain open and that the natural flow of water is not impeded at any time.
16. The area shown as "common area" shall be owned jointly by all lot owners of Lake Ellen Shores. It shall be the collective responsibility of all owners to maintain and keep said common area clean and free from debris and usable by all residents of Lake Ellen Shores. Use of the common area shall be limited solely to the owners and residents of Lake Ellen Shores and their house guests.
Storage of boats or placement of recreational vehicles shall not be permitted in the common area.
17. Street lights will be installed by Florida Power. The cost of the street lights shall be pro rated among property owners and added to the monthly power bill once there are at least five property owners.
18. All boats and travel or utility trailers shall be stored and placed neatly in a garage, carport or in a driveway on the rear of the subject lots.
19. 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.

- 20. All clotheslines and playground equipment, including but not limited to swings, swing sets, merry-go-rounds, play pens, sand boxes, toys, etc. shall be located in the rear yard of the home and not in the front yard.
- 21. There shall be no television or radio antennas or aerials erected on the street side of the mobile home and all television and radio antennas or aerials that service each home shall be located not further than Ten (10) feet from the rear of said mobile home.
- 22. All cars shall be parked in an orderly and neat fashion, and in a driveway, carport or garage. No buses or trucks larger than a 3/4 ton pickup truck shall be parked in the subdivision.
- 23. No fences shall be constructed in the subdivision without approval in writing by the Subdivision Owners or their legal representatives.
- 24. The Subdivision Owners reserve unto themselves, their heirs, legal representatives, and assigns, a perpetual, alienable and releasable easement, privilege and righton, over and under the ground to erect, maintain and use television cables, electric and telephone poles, wires, cables, conduits, drainage ditches, sewers, water mains and other suitable facilities for drainage purposes or for the conveyance and use of electricity, telephone, gas, water or other public conveyance or utilities on, in or over all the easements reserved or shown on said plat; together with the right of ingress and egress to and from the lands affected by such easements. Said Subdivision Owners shall have the unrestricted right and power of alienation of and the unrestricted right and power to release such easements.

IN WITNESS WHEREOF, RICHARD H. FRIEDBERG has hereunto set his hand and seal on this 17th day of February A.D. 1984.

John H. Gindan

Josephine M. Rogers

[Signature]
 _____ (SEAL)
 RICHARD H. FRIEDBERG

_____ (SEAL)



STATE OF NEW YORK) ANTHONY J. TESOMENO
 Notary Public, State of New York
 No. 43-4786598
 COUNTY OF NEW YORK) Qualified in Richmond County
 Commission Expires March 30, 1985

On the 17th day of February, 1984, before me personally appeared RICHARD H. FRIEDBERG, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same.

Anthony J. Tesomeno

 Notary Public
 My Commission Expires

RECORDED
 AT TIME & DATE NOTED
 1984 MAR -6 PM 4: 07
 CARLTON TUCKER
 CLERK CIRCUIT COURT
 WASHINGTON COUNTY, FLORIDA
 55983

LAKE ELLEN SHORES HOMEOWNERS ASSOCIATION, INC.
P.O. Box 1122, Crawfordville, Florida 32326

DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA FILED AND RECORDED J. HAROLD THURMOND CLERK
COUNTY OF WAKULLA DATE RECORDED IN BOOK NO. CO: WAKULLA ST: FL

KNOW ALL MEN BY THESE PRESENTS, that this revised DECLARATION OF COVENANTS AND RESTRICTIONS, is made and entered into on this 7th day of May, 1995, by the Membership of Lake Ellen Shores Homeowners Association, Inc. (LESHA), a non-profit Florida corporation, hereinafter also referred to as the Membership.

WHEREAS, Membership is the owner of the real property and desires to provide for the preservation of the values and amenities in said community and, to this end, desires to subject the real property - described as Lake Ellen Shores, 37 Lots, per recorded plat (Wakulla County, FL, Book 2 Page 52) - to the covenants, restrictions, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

NOW, THEREFORE, the Membership declares that the real property described above is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

The covenants and restrictions hereby imposed are as follows:

1. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to the Declaration is located in Wakulla County, Florida, and contains forty-three (43) acres, more or less, and is more particularly described above.
2. The covenants and restrictions of this Declaration shall run with and bind the land for a term of fifty (50) years from the date this Declaration is recorded.
Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages; and against the land of such person or persons to recover delinquent fees or damages. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.
The covenants and restrictions may be amended by a two-thirds (2/3) vote of a quorum of qualified voting members at a regularly scheduled Annual Meeting of the Membership.
3. No lot within Lake Ellen Shores shall be used for other than residential purposes. No dwelling of any type shall be erected, altered, placed or permitted to remain on any lot, other than a detached single-family dwelling not to exceed two stories in height; providing further, that no more than one such dwelling shall be located on any one lot portion of said land.

When the construction of any building is once begun, work

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thereon shall be prosecuted diligently and continuously until the full completion thereof. In no event shall construction of a building require more than six (6) months to complete.

All residential and accessory buildings shall be properly maintained.

4. No mobile home shall be placed on any lot unless such mobile home is a "double-wide" with minimum width of twenty-four (24) feet and length of forty (40) feet, and has a house-type roof with shingles or other roofing material approved by a Standards Committee composed of the Board of Directors of LESHA.

No mobile home 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 of aforesaid lots. It is required, and shall be the responsibility of the owner, to provide a foundation and complete ground to floor skirting for the mobile or modular home. This skirting is to be installed within four (four) weeks from the date of moving the mobile or modular home on to the lot. Skirting material should be of the same or compatible material as the exterior of the mobile home.

Any mobile home that is not a new mobile home, must be inspected and approved in writing by the Standards Committee, composed of the elected officers of the Association.

5. All lots are restricted to occupancy by a single-family, living in a single dwelling. A single family is deemed to be one fitting the Wakulla County definition of a single family. Leasing or sub-leasing of a dwelling or a lot to a party other than the buyer or purchaser shall be permitted, provided that all lessees or sub-lessees, in all respects, comply with these restrictive covenants.

6. No travel trailer may be used as a permanent residence. Travel trailers may be used as temporary residence by owners of a lot or lots for a period not to exceed fifteen (15) consecutive days nor more than thirty (30) days annually. Storage of recreational vehicles is permitted on lots with a permanent dwelling and shall be stored behind said dwelling.

7. Accessory buildings are permitted as long as they are of a permanent character and of a design and construction approved by the Standards Committee.

8. The living area of all permanent residences (exclusive of porches, garages, carports, and patios) shall be not less than 960 square feet.

9. All buildings on every lot shall be positioned in compliance with Wakulla County setback and elevation requirements.

10. No noxious or offensive activity shall be carried on upon the property nor shall anything be done thereon which may be, or become, in the judgement of the Standards Committee, an annoyance or nuisance to the neighborhood.

11. No temporary structure, garage, tent, shack, barn, or other outbuilding shall be used on the property at any time as a residence.

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12. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on the property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the property. No derrick or other structure designed for the use of boring for oil or natural gas shall be erected or maintained for any commercial purposes.
13. No animals, livestock, or poultry of any kind, shall be raised, bred or kept on the property except dogs, cats, other household pets.
14. No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage, or other waste shall be kept in closed containers. All incinerators or other equipment for the storage and disposal of such material shall be kept in clean condition.
Lots should be maintained in their natural or a landscaped condition and kept free of debris.
15. No sewage disposal system shall be permitted on the property unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of the State of Florida and Wakulla County Health Departments. Approval of such systems as installed shall be obtained from such department or departments.
16. All drainage areas shown on the Plat of Record shall remain open. No owner may encroach into any such area except for the maintenance of grass or open space, and under no circumstances shall such area be physically altered from their present state. It shall be the responsibility of the owner to assure that drainage courses remain open and that the natural flow of water is not impeded at any time.
17. The areas shown as "common area" shall be owned by all lot owners of Lake Ellen Shores as tenants-in-common. It shall be the collective responsibility of all owners to maintain and keep said common area clean and free from debris and usable at all times. Use of the common area shall be limited strictly to the owners and residents of Lake Ellen Shores and their house guests.
Storage of boats or recreational vehicles shall not be permitted in the common area.
18. All boats and travel or utility trailers shall be stored and placed neatly in a garage, carport or in a driveway on the rear of the subject lots.
19. 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.
20. All clotheslines and playground equipment, including but not limited to swings, swing sets, merry-go-rounds, play pens, sand boxes, toys, etc. shall be located in the rear yard of the home and shall not constitute an eyesore as determined by the judgement of the Standards Committee.
21. There shall be no television or radio antennas or aerials

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erected on the street side of homes accessed from Lake Ellen Shores Drive, and any such antennas or aerials that service such homes shall be located at the rear of said homes.

22. All motor vehicles shall be parked in a neat and orderly fashion, and in a driveway, carport or garage. No buses or trucks larger than a three-quarter (3/4) ton pickup truck shall be parked in the subdivision. No derelict vehicles or motor vehicles without current registration tags shall be parked in the subdivision unless in an enclosed garage.

23. Lot line fences of chain link, not exceeding four (4) feet in height at the front facing any roadway, are allowed provided that all legal and Wakulla County setback requirements are observed. Decorative fences of other construction may be allowed upon presentation of design plans and specifications to and upon written approval of the Standards Committee. Owners are encouraged to use approved decorative fencing with a setback of ten (10) feet or more from front street lines, or to screen chain link fencing along street fronts.

24. The Membership reserves unto themselves, their heirs, legal representatives and assigns, a perpetual, alienable and releasable easement, privilege and right on, over and under the ground to erect, maintain and use television cables, electric and telephone poles, wires, cables, conduits, drainage ditches, sewers, water mains and other suitable facilities for drainage purposes or for the conveyance and use of electricity, telephone, gas, water or other public conveyance or utilities on, in or over all the easements reserved or shown on said plat, together with the right of ingress and egress to and from the lands affected by such easements. Said Membership shall have the unrestricted right and power of alienation of and the unrestricted right and power to release such easements.

IN WITNESS WHEREOF, the MEMBERSHIP hereunto sets its hand and seal on this 5th day of March, A.D. 1996.

W.E. Firehammer (SEAL)
W.E. FIREHAMMER, Secy/Treas.
102 Lake Ellen Shores Drive
Crawfordville, Florida 32327
FL D/L #FG56-885-24-326-0

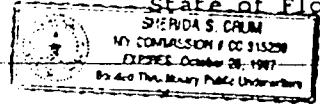
STATE OF FLORIDA
COUNTY OF WAKULLA

Before me personally appeared W. E. Firehammer, to me known and known to me to be the person who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein set forth.

WITNESS my hand and official seal, this 5th day of March, 1996.

Shirley S. Crum
Notary Public
State of Florida

My commission expires _____



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