

WAKULLA FOREST HOMEOWNERS ASSOCIATION, INC.

DECLARATION OF COVENANTS AND RESTRICTIONS

FILED AND RECORDED
DATE 07/30/1997 TM 14:47

STATE OF FLORIDA

BRENT X. THURMOND CLERK
CO:WAKULLA ST:FL

COUNTY OF WAKULLA

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions, made and entered into this 28th day of January, 1997 by The William M. Lee Company, a Florida corporation, hereinafter referred to as "Developer".

WHEREAS, Developer is the owner of the property described in Article II; and Whereas Developer has developed thereon a residential community, and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and administering and enforcing the Covenants and Restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Florida, as a non-profit corporation, WAKULLA FOREST HOMEOWNERS ASSOCIATION, INC., for the purposes of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Article II and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

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ARTICLE I

Definitions

Declaration (unless context shall prohibit) shall have the following meanings:

a) "Association shall mean and refer to WAKULLA FOREST HOMEOWNERS ASSOCIATION, INC.

b) "Board" shall mean and refer to the Board of Directors of the WAKULLA FOREST HOMEOWNERS ASSOCIATION, INC.

c) "Common Properties" shall mean and refer to those portions of the properties not included in the Lots, including, but not limited to roads, and storm water control facilities.

d) "Developer" shall mean The William M. Lee Company, a Florida corporation, or its assigns or successors in interest.

e) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of Common Properties as heretofore defined.

f) "Member" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated upon the Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgage unless and until such mortgagee has acquired titles pursuant to foreclosure or any proceeding in lieu of foreclosure.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

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 is better described and recorded in Official Records of Wakulla County, Florida, Official Records Book 245, Pages 861-862.

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ARTICLE III

ENFORCEMENT, MEMBERSHIP AND VOTING RIGHTS

Section 1. Enforcement. Enforcement of these Covenants and Restrictions shall be by the Association or through its Board of Directors by an appropriate civil proceeding against any person or persons failing to comply with, violating or attempting to violate any Covenants or Restrictions, either to restrain violation, force compliance, or to recover damages, and against the land to enforce any lien created by these Covenants; and failure by the Association or any owner to enforce any Covenants or Restrictions herein contained shall in no event be deemed a waiver of the rights to do so thereafter. In the event the Board finds it necessary to employ an attorney for any purpose deemed to constitute enforcement of these Covenants and Restrictions, the Board shall be entitled to recover actual attorney's fees incurred and costs incurred against any member who has failed to fully comply with these Covenants and Restrictions and thereby necessitated the expenses of attorney's fees or costs regardless of whether or not suit is filed or the proceedings ever proceeded to final judgment. Any such amount which becomes owed by a member shall constitute a lien upon that owner's lot as provided for in these Covenants and Restrictions and can be dealt with as any other lien created herein.

Section 2. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject to covenants of record to assessment by the Association shall be a member of the Association. The requirement of membership shall apply to any mortgagee acquiring possession or title by foreclosure or otherwise pursuant to the mortgage instrument and the mortgage shall pay all assessments as a member.

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Section 3. Voting Rights. The Association shall have one class of voting membership. The members shall be all those owners as defined in Article II, Section 2 including the Developer so long as the Developer owns any lots in the subdivision. Each member shall be entitled to one vote for each lot in which he holds the interests required for membership by Article II, Section 2. When more than one person holds such interest or interest in any lot, all such persons shall be members, and the vote for each lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

Until such time as 80% of the total lots available to be developed and sold in WAKULLA FOREST are sold and not owned by the Developer, the Board of Directors of WAKULLA FOREST HOMEOWNERS ASSOCIATION, INC., shall consist of three members. The Developer may place himself or any other representative he chooses on the Board during this period.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Properties and such easements shall be appurtenant to and shall pass with the title to every lot.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Owner of any lot (exclusive of the Developer who is exempt from assessments hereunder until January 1, 1999, at which time lots owned by the developer shall become subject to assessment in accordance with the provisions of this declaration), by acceptance of deed therefore, whether or not it shall be so

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expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents and in particular for the improvement and maintenance of the roads and open areas. The Association shall maintain the roadway improvements for a period of two years after recording of the official plat with the Wakulla County Clerk of Courts.

Section 3. Amount of Annual Assessments. Until January 1, 1998 the annual assessment shall be \$100 per lot. From and after January 1, 1998, the annual assessment may be increased by majority vote of the members as hereinafter provided, for the next succeeding year and at the end of each period of one year for each succeeding period of one year. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment, payable annually, for any year at a lesser amount.

Section 4. Modifications of These Covenants and Restrictions. These Covenants and Restrictions may be modified only by a majority vote of the members of the Association and any such modification shall be consistent with the overall plan established by these Covenants and Restrictions to preserve the values and amenities of the community.

ARTICLE VI

GENERAL PROVISIONS

Section 1. No more than one (1) home shall be placed on any lot. Single wide mobile homes shall not be permitted. If any dwelling is elevated above ground level and has an open area of more than one foot between the ground and the bottom of the dwelling, a solid skirt or shield shall be

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installed around the dwelling to cover such open area.

Section 2. No home placed on any lot shall violate the setback restrictions of the Wakulla County Zoning Regulations, any setback or clearing requirements set forth on the plat, or by any other regulatory body.

Section 3. Only dogs, cats, and other household pets are allowed to be kept in and upon the homesite.

Section 4. No garbage or trash shall be burned on any lot. All garbage, trash, or other refuse shall be kept in clean and covered receptacles. It shall be the duty of all lot buyers to see that their garbage, trash, and other refuse is systematically and promptly collected.

Section 5. No noxious, offensive, immoral or illegal activity shall be carried on upon any lot, nor shall any act be committed thereon which would constitute an annoyance or nuisance to the other residents of the subdivision or to the general public.

Section 6. There shall be no commercial advertising or display signs permitted within the subdivision, except temporary signs of a reasonable size may be erected for sale of a lot or lots. Developer may install a subdivision sale sign for the purpose of selling lots at or near the entrance of subdivision.

Section 7. Each lot shall have, at a minimum, a single paved concrete drive from the edge of the County paved street to the front lot line.

Section 8. These Covenants and Restrictions are to run with the title to said land and shall be binding upon all parties and all persons claiming by, through or under the owner, or owning or residing on any lot and shall be binding for a period of ten (10) years from the date of these Covenants and Restrictions, after which said Covenants shall automatically extend for successive

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periods of ten (10) years unless an instrument signed by 2/3 of the then owners of the lots in said subdivision has been recorded agreeing to change said Covenants and Restrictions in whole or part.

Section 9. Invalidation of any one of these Covenants and Restrictions or any provisions herein set forth by judgment or court order shall in no way affect the other provisions hereof, which shall remain in full force and effect.

Section 10. The Developer hereby reserves unto himself, his successors, 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 lines, wires, cables, conduits, drainage pipes, sewers, water mains, and other suitable facilities for drainage purposes or for the conveyance and use of electricity, telephone, gas, water, or other public conveyances 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 Developer shall have the unrestricted right and power of alienation of and the unrestricted right and power to release such easements.

Section 11. WAKULLA FOREST HOMEOWNERS ASSOCIATION, INC., by execution hereof agrees to be bound by the terms and provisions of these covenants and restrictions.

Kay Colucschick
Witness

Elaine Deal
ELAINE DEAL
Witness

DEVELOPER

By: *William M. Lee*

The William M. Lee Company,

a Florida corporation

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WAKULLA FOREST HOMEOWNERS, INC.

Kay Blusenkamp
Kay Blusenkamp
Witness

By: William M. Lee
President

Elaine Beall
ELAINE BEALL
Witness

STATE OF FLORIDA

COUNTY OF WAKULLA

BEFORE ME, the undersigned authority, personally appeared, William M. Lee, to me known to be the person described herein and who acknowledged that he executed this instrument freely and voluntarily and for the purposes therein expressed.

WITNESSED my hand and official seal in the county and state aforesaid this 28th day of January, 1997.

Kay Blusenkamp
NOTARY PUBLIC



KAY BLUSENKAMP
MY COMMISSION # 00435222 EXPIRES
APR 23, 1999
BONDED THRU TROY FAH INSURANCE, INC

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