

THIS INSTRUMENT PREPARED BY:

JAMES O. SHELFER, Attorney
1300 Thomaswood Drive
Tallahassee, FL 32312
(904) 385-0070

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RECORDED
CLERK OF CIRCUIT COURT
WAKULLA COUNTY FLORIDA

80345

DECLARATION OF
RESTRICTIVE COVENANTS OF
WINDSONG OF WAKULLA, A RECORDED SUBDIVISION

BUBBA SEAY and JIMMY BOYNTON REALTY, INC., a Florida corporation, are the owners of the property described in Exhibit "A" located in Wakulla County, Florida. By this instrument, the owners impose 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", as used herein, shall mean BUBBA SEAY and JIMMY BOYNTON REALTY, INC., the owners of the property described in Exhibit "A".
2. "Association" shall mean WINDSONG OF WAKULLA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit.
3. "Easement" shall mean the easement shown on the Plat recorded in Plat Book 2, Page 85 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 is divided into "lots" as shown on the recorded plat of WINDSONG OF WAKULLA dated January 4, 1989, and prepared by BOBBY A. PRESNELL & ASSOCIATES, INC., a reduced copy of which is attached as Exhibit "B".
5. "Maintenance" shall mean the exercise of reasonable care to keep the roads, landscaping, drainage and other related improvements in good repair and condition.
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, but shall not include those holding title as security for the performance of an obligation.

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 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 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 annual assessment for the year 1989, shall be Sixteen Dollars and No Cents (\$16.00) for each acre of land or part thereon owned within the subdivision. To determine the exact annual assessment, the number of acres owned by a member of the Association, or a group of members of the Association, will be multiplied by the then applicable assessment. For example, a lot consisting of 5.01 acres of land will be assessed at Eighty Dollars and Sixteen Cents (\$80.16) (5.01 acres X \$16.00 = \$80.16) for the year 1989. For the year 1990, 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. Declarant shall not be subject to annual assessments or to special assessments as provided for below until such time as its Class B voting rights are converted to Class A voting rights as provided for in Article II above.

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 acres each owner owns by the total number of acres in the subdivision subject to special assessments.

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 the plat recorded in Plat Book 2, Page 85 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, except that Declarant may utilize a portion of the property to extend the roadway easement to provide access to adjoining property if Declarant elects to do so. No lot shall be subdivided into smaller lots than two (2) 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 he 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. No building or residence shall be located nearer than sixty (60) feet from the centerline of any roadway and shall otherwise comply with all county setback regulations.

4. 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.

5. No 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.

6. 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.

7. No commercial enterprise shall be allowed to operate within the subdivision, except for the growing and selling of crops, including fruits and flowers.

8. 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. All inoperable motor

vehicles must be removed from the subdivision within fourteen (14) days unless stored out of sight in a barn or shed.

B. Mobile Home Restrictions:

9. 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.

ARTICLE VI - WAIVER

So long as the Declarant owns any property within the subdivision, he 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 him 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, BUBBA SEAY and JIMMY BOYNTON REALTY, INC.; the owner of any lot subject to these restrictions; or the Association, 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 this 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

19th day of January, 1989.

WITNESSES:

Barbara P. Boynton
Deirdre Jean Latham

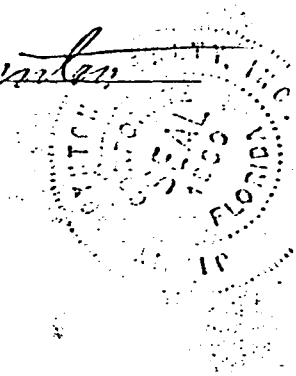
Bubba Seay
BUBBA SEAY

WITNESSES:

JIMMY BOYNTON REALTY, INC.

Barbara P. Boynton
Marie Jean Lasham

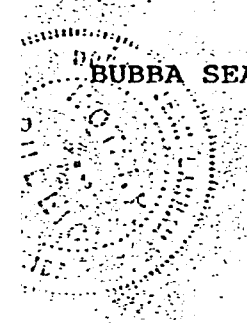
By: James M. Boynton
JAMES M. BOYNTON
Its President



STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing Declaration was acknowledged before me by

BUBBA SEAY on this 19th day of January, 1989.



Marie Jean Lasham
NOTARY PUBLIC

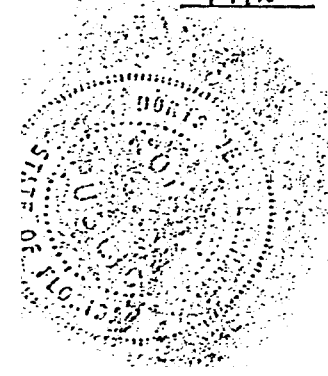
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: FEB. 17, 1991.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing Declaration was acknowledged before me by

JAMES M. BOYNTON as President of JIMMY BOYNTON REALTY, INC. on
this 19th day of January, 1989.



Marie Jean Lasham
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: FEB. 17, 1991.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

EXHIBIT "A"

All that part of the North 160 acres, more or less, of land lying across the North end of Lot 39 of the Hartsfield Survey of land of Wakulla, lying East of BETHEL ROAD, and being more particularly described as follows:

Begin at the Northeast corner of said Lot 39 of the Hartsfield Survey and run thence South 72 degrees 51 minutes 50 seconds West along the Northerly boundary of said Lot a distance of 766.67 feet; thence South 72 degrees 23 minutes 48 seconds West along said Northerly boundary a distance of 867.74 feet; thence South 72 degrees 20 minutes 30 seconds West along said Northerly boundary a distance of 809.13 feet to a point on the Easterly maintained right of way of a county road (dirt) known as BETHEL ROAD; thence Southerly along said Easterly maintained right of way as follows: South 07 degrees 23 minutes 18 seconds West 72.67 feet to a point of curve to the right; thence along said curve with a radius of 327.33 feet, through a central angle of 07 degrees 26 minutes 48 seconds, for an arc distance of 42.54 feet (the chord of said arc being South 11 degrees 06 minutes 42 seconds West 42.51 feet); thence South 14 degrees 50 minutes 06 seconds West 12.58 feet to a point of curve to the left; thence along said curve with a radius of 64.98 feet, through a central angle of 26 degrees 29 minutes 15 seconds, for an arc distance of 30.04 feet (the chord of said arc being South 01 degrees 35 minutes 29 seconds West 29.77 feet); thence South 11 degrees 39 minutes 09 seconds East 9.49 feet to a point of curve to the right; thence along said curve with a radius of 484.76 feet, through a central angle of 04 degrees 55 minutes 42 seconds, for an arc distance of 41.70 feet (the chord of said arc being South 09 degrees 11 minutes 18 seconds East 41.68 feet); thence South 06 degrees 43 minutes 27 seconds East 62.25 feet to a point of curve to the left; thence along said curve with a radius of 1350.16 feet, through a central angle of 01 degrees 40 minutes 21 seconds, for an arc distance of 39.41 feet (the chord of said arc being South 07 degrees 33 minutes 38 seconds East 39.41 feet); thence South 08 degrees 23 minutes 48 seconds East 425.08 feet to a point of curve to the right; thence along said curve, with a radius of 658.51 feet, through a central angle of 10 degrees 44 minutes 12 seconds, for an arc distance of 123.40 feet (the chord of said arc being South 03 degrees 01 minutes 42 seconds East 123.22 feet); thence South 02 degrees 20 minutes 23 seconds West 173.76 feet to a point of curve to the right; thence along said curve with a radius of 2914.17 feet, through a central angle of 02 degrees 22 minutes 31 seconds, for an arc distance of 120.81 feet (the chord of said arc being South 03 degrees 31 minutes 39 seconds West 120.80 feet); thence South 04 degrees 42 minutes 55 seconds West 352.34 feet to a point of curve to the right; thence along said curve with a radius of 3626.40 feet, through a central angle of 01 degrees 34 minutes 16 seconds, for an arc distance of 99.45 feet (the chord of said arc being South 03 degrees 55 minutes 46 seconds West 99.44 feet); thence South 03 degrees 08 minutes 38 seconds West 212.25 feet to a point on the Southerly boundary of the North 160 acres, more or less, of the aforesaid Lot 39; thence leaving said maintained right of way and run North 72 degrees 27 minutes 02 seconds East along said Southerly boundary a distance of 2961.83 feet to the Easterly boundary of said Lot 39; thence North 16 degrees 51 minutes 30 seconds West along said Easterly boundary a distance of 1721.75 feet to the POINT OF BEGINNING.

EXHIBIT "A"

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