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RECORDED IN THE PUBLIC  
RECORDS OF THE CIRCUIT COURT  
IN THE COUNTY OF PALM BEACH  
PAGE 130

OFF.  
REC. 835 PAGE 130

JAN 25 4 27 PM 1977

AT THE TIME & DATE NOTED  
PAUL F. HARTSFIELD  
CLERK OF CIRCUIT COURT

RESTRICTIVE COVENANTS

GREENWOOD HILLS, INC., a Florida corporation, the owner of the real property described in Exhibit "A" attached hereto and made a part hereof does hereby impose the following restrictive covenants on said property described in Exhibit "A" less and except the property described in Exhibit "B" attached which shall run with the land and shall be binding on all purchasers of said purchasers and all persons claiming under them for a period of thirty (30) years, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of a majority of the then owners of said property, it is agreed to change said covenants in whole or in part:

1. If any owner of any part of said property shall violate or attempt to violate any part of the covenants herein, it shall be lawful for any other person or persons owning any real property described in said exhibit to prosecute any proceedings at law or inequity against the person or persons violating or attempting to violate any such covenant and either to prevent him for doing so or recover damages or other dues for such violation.

2. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

3. All lots in the tract shall be known, designated and used as residential lots. No structure shall be erected, altered, placed, used, maintained or permitted to remain on a residential building plot other than one detached single-family dwelling, not to exceed two stories in height and a private garage for not more than two cars and a servant's room, tool room or storage room attached to the ground floor of the garage.

4. No building shall be located on any residential building plot nearer than 75 feet to any front lot line. No building except a detached garage or other outbuilding located 75 feet or more from the front lot line shall be located nearer than 25 feet

to any interior side lot line. The Architectural Control Committee shall have the right to vary the setback restrictions when, in the opinion of the Architectural Control Committee, a hardship will result from the strict enforcement.

5. No residence structure shall be erected or placed or maintained on any building plot, which plot has an area of less than 30,000 square feet, or a width of less than 90 feet at the front building setback line.

6. No building located on any lot in said tract shall be less than 1800 square feet in the body of the main structure, exclusive of any open porches, garages and other appurtenances.

7. Greenwood Hills, Inc. reserves the right to waive minor violations of these restrictive covenants and the decision

8. No horses, sheep, cows, goats, swine or poultry shall be kept, raised or maintained on the hereinabove described area.

9. No trade or commercial activity shall be carried on upon any lots or plot within the above described area, and no commercial, advertising or display signs and no large or unsightly signs shall be permitted on said land, provided, however, nothing herein contained shall be construed to prevent the developers or their agents from erecting or maintaining on any part of said land owned by them such commercial and display signs or such temporary structure as may be reasonably required by them, for development and sale purposes.

10. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

11. No trailer, basement, tent, shack, garage, barn or other outbuildings erected in the lot shall at any time be used as a residence temporarily or permanently, nor shall any structure

of a temporary character be used as a residence. No trailer may be converted into a permanent residence by placing it on a permanent foundation or by any other means.

12. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications, showing the nature, kind, shape, height, materials and location of the same, shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography, by an Architectural Control Committee composed of the President of Greenwood Hills, Inc., and such other person or persons as the Board of Directors of Greenwood Hills, Inc. may add to such Committee. The Architectural Control Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons, and reasons connected with future development plans for the development of said land or contiguous lands. Such building plans and specifications shall consist of not less than the following: foundation plans, floor plans of all floors, section details, elevation drawings of all exterior walls, roof plan and plot plan, showing location and orientation of all buildings and other structures and improvements proposed to be constructed on the building plot, with all building restriction lines shown. In the event said Committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, this covenant will be deemed to have been fully complied with.

13. The owner of any lot on said property described in Exhibit "A", by acceptance of a deed thereto, shall be deemed to have covenanted and agreed to pay assessments or charges which shall be used exclusively for the maintenance, improvement and pay-

ment of taxes on the private roadway on said property. The developer, Greenwood Hills, Inc., will make a contribution to the fund in the amount of \$1,900.00. Said \$1,900.00 shall be paid in increments of \$50.00 per lot to be paid at the time each lot is sold. The money shall be maintained in an interest bearing account at Sun Federal Savings and Loan Association in Tallahassee, Florida. The initial assessment to each property owner shall be \$50.00 at the time of the delivery of the deed and the minimum assessment thereafter shall be \$50.00, due on January 15 of each year, provided, however, such assessments may be fixed, established and collected in the amount and at the time determined by a majority of owners of lots in said property and shall be equally divided among said owners. The first annual assessment shall be prorated from the date of the delivery of the deed to the following January 15th. The assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien on the property against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment became due.

If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with interest thereon and costs of collection thereof, as hereinafter provided, become a continuing lien on the property which will bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid within thirty days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent per annum, and the remaining property owners may

bring an action at law against the owner personally obligated to pay the same or to foreclose a lien against the property. There shall be added to the amount of such assessment, interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with costs of the action.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the properties subject to the assessment. This subordination shall not relieve such property from liability for any assessments now or hereafter due and payable, but the lien thereby created shall be secondary and subordinate to any first mortgage, irrespective of the time any such first mortgage is executed or recorded.

Such assessments and payments for the maintenance, improvements and payment of taxes on the private roadway on said property shall be administered by the developer until such time as two-thirds of the lots on the property described in Exhibit "A" has been sold. Thereafter, the majority of owners of lots on said property shall elect a trustee who shall thereafter administer the collection of said assessments and payment for the maintenance, improvement and taxes on said roadway. There shall only be one vote per lot, regardless of the number of individual owners of such lot. The developer shall be entitled to one vote for each lot that it owns.

14. All pipes under driveways leading from the roadway described in Exhibit "B" shall be a minimum of eighteen inches in diameter or to such other specifications as Leon County may impose.

15. Every property owner of lots in Exhibit "A" attached hereto agrees that they will convey all their right, title, and interest in the private roadway described in Exhibit "B" attached hereto to Leon County, Florida at such time as the county is willing to accept ownership of said roadway for maintenance.

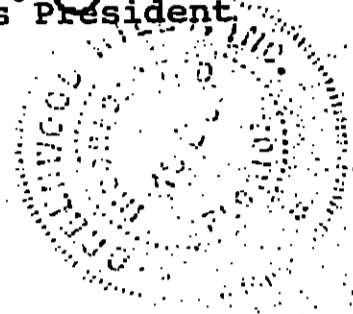


IN WITNESS WHEREOF, Greenwood Hills, Inc., have caused these presents to be executed by its President this 24<sup>th</sup> day of January, 1977.

Signed, sealed and delivered in the presence of:

John K. Folsom  
Elizabeth C. Folsom

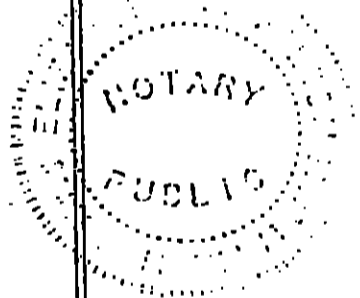
GREENWOOD HILLS INC.  
By: [Signature]  
H. G. SMITH, its President



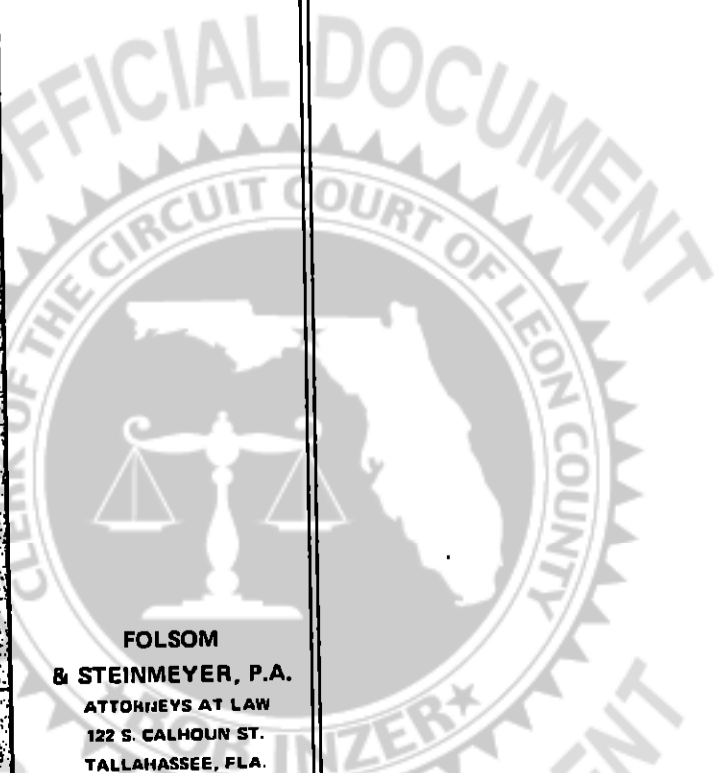
STATE OF FLORIDA  
COUNTY OF LEON

BEFORE ME personally appeared H. G. SMITH, to me well known, and known to me to be the individual described in and who executed the foregoing instrument as President of the above named GREENWOOD HILLS, INC., and he acknowledged to and before me that he executed such instrument as such President of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 24<sup>th</sup> day of January, 1977.



Elizabeth C. Folsom  
Notary Public  
My commission expires: 12-6-80



LELAND L. BURTON, JR.

Professional Land Surveyor  
P. O. Box 1011  
Quincy, Florida 32351

January 21, 1976

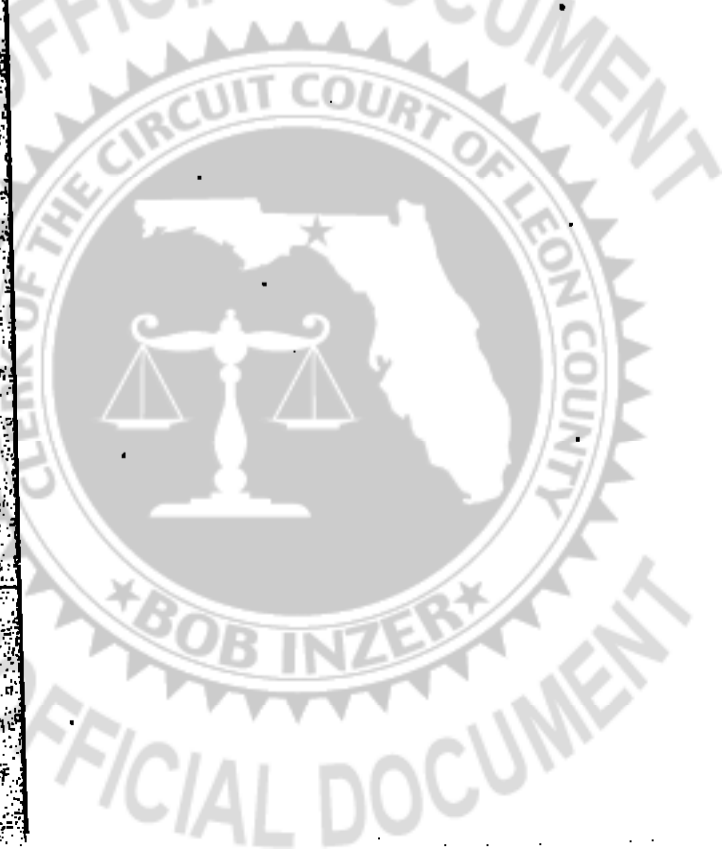
Legal Description of Greenwood Hills  
Unit No. 3

Begin at a concrete monument marking the Northwest Corner of Lot 30, Block "B" of Greenwood Hills, Unit No. 1, a subdivision as per map or plat thereof recorded in Plat Book 6, page 7 of the Public Records of Leon County, Florida, and run thence Northeasterly, Northwesterly, and Southeasterly along the Northerly and Westerly boundary of said Greenwood Hills, Unit No. 1 as follows;

Thence North 67 degrees 31 minutes 46 seconds East 268.45 feet to a concrete monument;  
Thence North 29 degrees 43 minutes 22 seconds West 209.14 feet to a concrete monument;  
Thence North 16 degrees 49 minutes 13 seconds West 164.18 feet to a concrete monument;  
Thence North 10 degrees 31 minutes 09 seconds East 258.10 feet to a concrete monument;  
Thence North 31 degrees 16 minutes 37 seconds East 238.40 feet to a railroad spike;  
Thence North 66 degrees 03 minutes 37 seconds East 413.70 feet to a concrete monument;  
Thence North 86 degrees 07 minutes 42 seconds East 174.76 feet to a concrete monument;  
Thence South 80 degrees 05 minutes 36 seconds East 635.07 feet to a concrete monument;  
Thence North 05 degrees 17 minutes 59 seconds East 212.09 feet to a concrete monument;  
Thence North 83 degrees 10 minutes 42 seconds East 30.00 feet to a point of curve to the right;

Thence Northeasterly along said curve with a radius of 223.16 feet through a central angle of 12 degrees 04 minutes 54 seconds for an arc distance of 47.06 feet (the chord of said arc being North 89 degrees 13 minutes 09 seconds East 46.97 feet) to a concrete monument;

EXHIBIT "A"



Thence North 06 degrees 19 minutes 48 seconds East 419.40 feet to a concrete monument on the Southerly boundary of Lot 10, Block "C" of Lake Forest, Unit No. 4, a subdivision as per map or plat thereof recorded in Plat Book 4, page 44 of the Public Records of Leon County, Florida;

Thence leaving said boundary of Greenwood Hills, Unit No. 1, run Southwesterly and Northwesterly along the Southerly boundary of said Lake Forest, Unit No. 4 as follows;

Thence South 83 degrees 57 minutes 03 seconds West 315.74 feet to a concrete monument;

Thence North 73 degrees 50 minutes 54 seconds West 723.17 feet to an iron pipe;

Thence South 59 degrees 03 minutes 14 seconds West 99.94 feet to an iron pipe;

Thence South 58 degrees 59 minutes 20 seconds West 103.90 feet to an iron pipe;

Thence North 36 degrees 13 minutes 45 seconds West 24.89 feet to a concrete monument;

Thence South 59 degrees 01 minutes 00 seconds West 60.00 feet to an iron pipe marking the Southeast Corner of Lot 54, Block "F" of Lake Jackson Heights, Unit No. 2, a subdivision as per map or plat thereof recorded in Plat Book 3, page 150 of the Public Records of Leon County, Florida;

Thence Leaving said boundary of Lake Forest, Unit No. 4, run Southwesterly along the Southerly boundary of said Lake Jackson Heights Unit No. 2 as follows;

Thence South 58 degrees 57 minutes 37 seconds West 74.83 feet to an iron pipe;

Thence South 59 degrees 00 minutes 20 seconds West 224.62 feet to an iron pipe;

Thence South 59 degrees 02 minutes 10 seconds West 299.83 feet to an iron pipe;

Thence South 59 degrees 00 minutes 45 seconds West 74.99 feet to an iron pipe;

Thence South 59 degrees 05 minutes 33 seconds West 75.07 feet to an iron pipe;

Thence South 59 degrees 01 minutes 06 seconds West 149.95 feet to an iron pipe;

Thence South 59 degrees 01 minutes 00 seconds West 75.00 feet to an iron pipe;

Thence South 59 degrees 01 minutes 05 seconds West 75.90 feet to an iron pipe;

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Thence leaving said boundary of Lake Jackson Heights, Unit No. 2, run South 02 degrees 46 minutes 39 seconds East 660.30 feet to a concrete monument;

Thence South 16 degrees 36 minutes 23 seconds East 285.38 feet to a nail and cap;

Thence North 73 degrees 17 minutes 09 seconds East 128.79 feet to a nail and cap;

Thence North 77 degrees 45 minutes 13 seconds East 220.09 feet to a concrete monument;

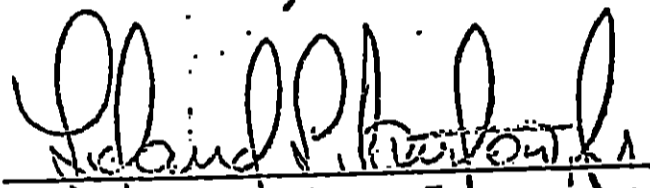
Thence South 22 degrees 32 minutes 06 seconds East 285.69 feet to the POINT OF BEGINNING.

Containing 39.08 acres more or less.

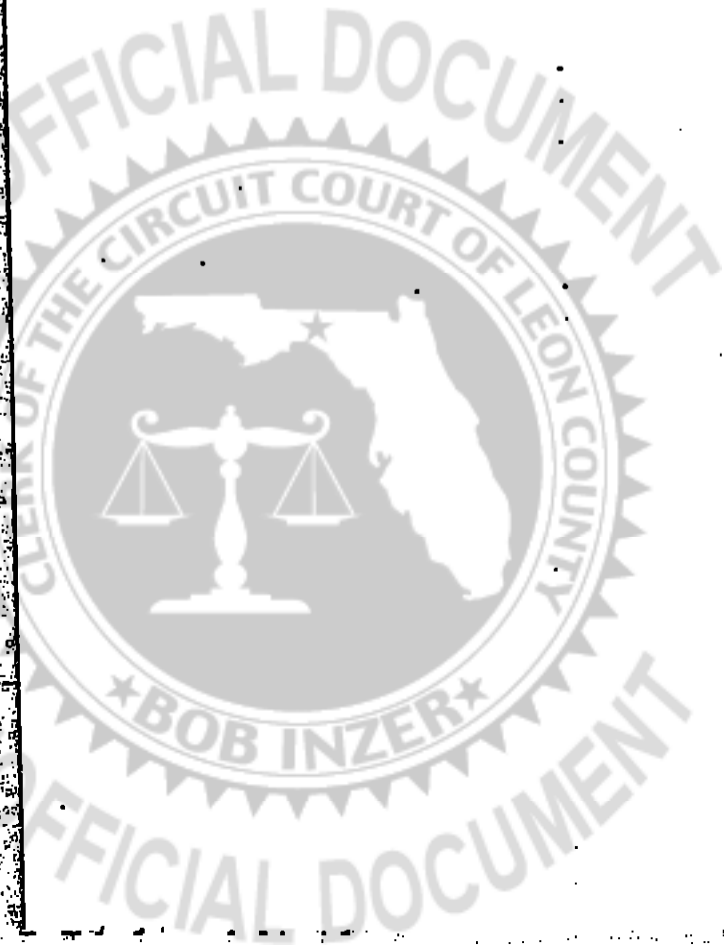
Being subject to a 60.00 foot easement for the purpose of ingress and egress.

Also, being subject to a 10.00 foot drainage easement as described and recorded in Official Records 455, page 403 in the Public Records of Leon County, Florida.

Also, being subject to a drainage easement on the Northwesterly Boundary of said property.



Leland L. Burton, Jr.  
Professional Land Surveyor  
Florida Certificate No. 2400



*Leland L. Burton, Jr.*

PROFESSIONAL LAND SURVEYOR  
~~XXXXXXXXXXXX~~  
P. O. Box 1011  
GAINESVILLE, FLORIDA 32601

July 29, 1975

60 foot easement  
in  
Greenwood Hills Unit No. 3  
(unrecorded)

A 60.00 foot easement for the purpose of ingress and egress lying 30.00 feet on each side of the following described centerline:

Commence at the Northwest Corner of Lot 30, Block "B" of Greenwood Hills Unit No. 1, a subdivision as per map or plat thereof recorded in Plat Book 6 Page 7 of the Public Records of Leon County, Florida, and run;

Thence South 67 degrees 27 minutes 54 seconds West 30.00 feet to the POINT OF BEGINNING of said centerline;

From said POINT OF BEGINNING run North 22 degrees 32 minutes 06 seconds West 320.69 feet to a point of curve to the right;

Thence Northerly along said curve with a radius of 336.98 feet through a central angle of 33 degrees 03 minutes 24 seconds for an arc distance of 194.42 feet (the chord of said arc being North 06 degrees 00 minutes 24 seconds West 191.73 feet);

Thence North 10 degrees 31 minutes 18 seconds East 170.00 feet to a point of curve to the right;

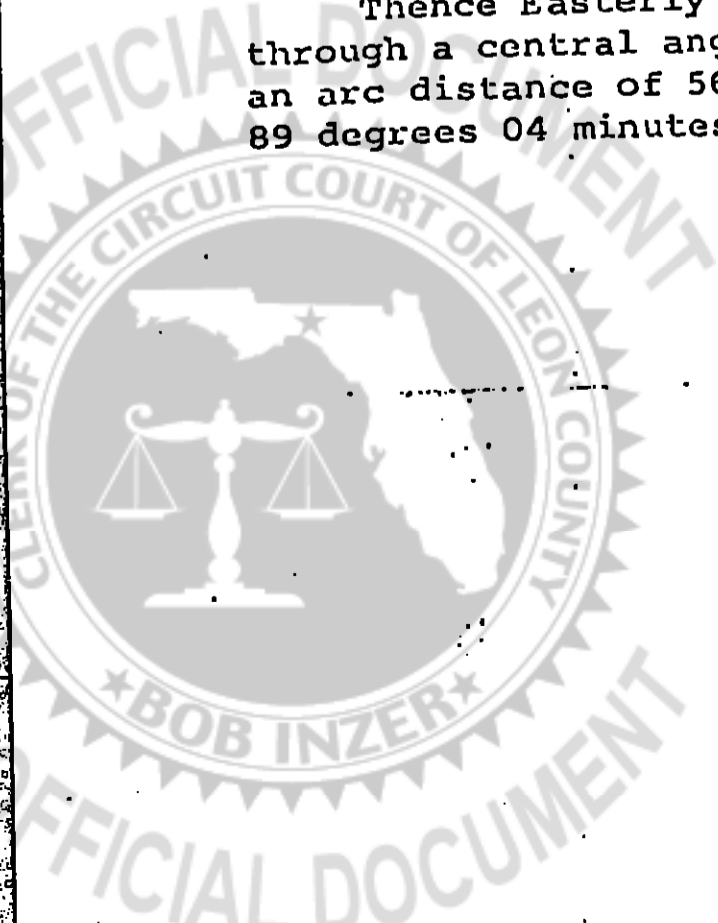
Thence Northeasterly along said curve with a radius of 813.40 feet through a central angle of 20 degrees 53 minutes 50 seconds for an arc distance of 296.67 feet (the chord of said arc being North 20 degrees 58 minutes 13 seconds East 295.03 feet);

Thence North 31 degrees 25 minutes 08 seconds East 110.00 feet to a point of curve to the right;

Thence Northeasterly along said curve with a radius of 650.82 feet through a central angle of 34 degrees 09 minutes 54 seconds for an arc distance of 388.08 feet (the chord of said arc being North 48 degrees 30 minutes 05 seconds East 382.35 feet);

Thence North 65 degrees 35 minutes 02 seconds East 230.00 feet to a point of curve to the right;

Thence Easterly along said curve with a radius of 633.70 feet through a central angle of 50 degrees 39 minutes 59 seconds for an arc distance of 560.38 feet (the chord of said arc being South 89 degrees 04 minutes 58 seconds East 542.30 feet);



(unrecorded)

Thence South 63 degrees 44 minutes 59 seconds East 252.37 feet to a point of curve to the left;

Thence Easterly along said curve with a radius of 310.71 feet through a central angle of 33 degrees 04 minutes 19 seconds for an arc distance of 179.35 feet (the chord of said arc being South 80 degrees 17 minutes 08 seconds East 176.87 feet);

Thence North 83 degrees 10 minutes 42 seconds East 30.00 feet to a point of curve to the right;

Thence Easterly along said curve with a radius of 253.16 feet through a central angle of 12 degrees 04 minutes 54 seconds for an arc distance of 53.38 feet (the chord of said arc being North 89 degrees 13 minutes 09 seconds East 53.28 feet);

Thence South 84 degrees 44 minutes 24 seconds East 0.56 feet to the Terminal Point of said centerline.

