

THIS INSTRUMENT PREPARED BY:  
JAMES O. SHELFER, Attorney  
1300 Thomaswood Drive  
Tallahassee, FL 32312  
(904) 385-0070

RECORDED  
AT TIME & DATE NOTED  
1998 JUN -9 AM 9:13  
JAMES O. SHELFER AND  
ASSOCIATES  
ATTORNEYS AT LAW  
1300 THOMASWOOD DRIVE  
TALLAHASSEE, FLORIDA  
80346

DECLARATION OF  
RESTRICTIVE COVENANTS OF  
NORTHWOOD, A RECORDED SUBDIVISION

SEAY ENTERPRISES, INC., a Florida corporation, 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, restric-  
tions 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 rep-  
resentatives and assigns.

ARTICLE I - DEFINITIONS

1. "Declarant", as used herein, shall mean SEAY ENTERPRISES, INC. and JIMMY BOYNTON REALTY, INC., the owners of the property described in Exhibit "A".
2. "Association" shall mean NORTHWOOD HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit.
3. "Easement" shall mean the easement shown on the Plat recorded in Plat Book 2, Pages 91-97 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 NORTHWOOD dated May 18, 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 5.1 acres of land will be assessed at Eighty-One Dollars and Sixty Cents (\$81.60) (5.1 acres X \$16.00 = \$81.60) 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, Pages 91-97, 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 three (3) 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

SEAY ENTERPRISES, INC. 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 18th day of May, 1989.

WITNESSES:

SEAY ENTERPRISES, INC.

Barbara P. Boynton  
David Jay Luskam

By Bubba Seay  
BUBBA SEAY,  
Its President

WITNESSES:

JIMMY BOYNTON REALTY, INC.

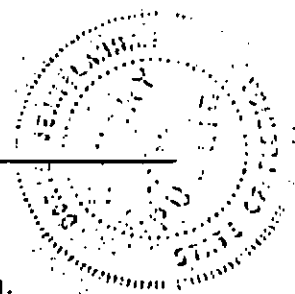
Barbara P. Boynton  
Dee Jean Lankford

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

STATE OF FLORIDA,  
COUNTY OF LEON.

The foregoing Declaration was acknowledged before me by  
as President of SEAY ENTERPRISES, INC.  
BURBA SEAY on this 18th day of May, 1989.

Dee Jean Lankford  
NOTARY PUBLIC

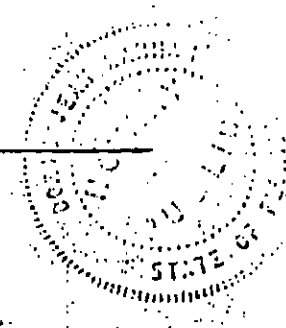


My Commission Expires:  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: FEB. 17, 1991.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

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 18th day of May, 1989.

Dee Jean Lankford  
NOTARY PUBLIC



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

**MORE PARTICULARLY described as follows:**

COMMENCE at a terra cotta monument marking the Northeast corner of Section 21, Township 2 South, Range 1 West, of Wakulla County, Florida and run thence South 00 degrees 01 minutes 22 seconds East along the Easterly line of said Section 21, a distance of 1949.31 feet to a concrete monument (set) for the POINT OF BEGINNING.

From said POINT OF BEGINNING, continue thence South 00 degrees 01 minutes 22 seconds East along said Easterly Section line a distance of 649.77 feet to a concrete monument (set) marking the Southeast corner of the Northeast Quarter of said Section 21; thence leaving said Easterly Section line and run thence South 04 degrees 07 minutes 20 seconds West 41.27 feet to a found railroad rail marking the Northwest corner of the land of C. J. SPEARS by occupation; thence Southerly along the line of occupation as follows: South 02 degrees 02 minutes 57 seconds West 1088.13 feet; thence South 01 degrees 37 minutes 16 seconds West 995.00 feet; thence South 05 degrees 02 minutes 40 seconds West 57.04 feet; thence South 19 degrees 32 minutes 08 seconds West 14.81 feet; thence South 02 degrees 02 minutes 57 seconds West 164.34 feet to a found railroad rail; thence continue along said occupation line South 00 degrees 09 minutes 17 seconds East 282.91 feet; thence South 03 degrees 44 minutes 02 seconds East 147.69 feet; thence South 00 degrees 25 minutes 12 seconds East 497.30 feet; thence South 01 degrees 51 minutes 30 seconds East 1309.96 feet; thence South 01 degrees 32 minutes 30 seconds East 413.09 feet to a concrete monument (set) lying on the Easterly line of Section 28, Township 2 South, Range 1 West, Wakulla County, Florida; and run thence South 00 degrees 12 minutes 31 seconds West along said Easterly line a distance of 2984.78 feet to a found 4 foot tall lighter post marking the Southeast corner of said Section 28; thence leaving said Easterly section line and run South 89 degrees 31 minutes 28 seconds West 1311.09 feet to a concrete monument (set); thence run North 00 degrees 06 minutes 27 seconds East 5005.06 feet to a concrete monument (set); thence run South 89 degrees 09 minutes 50 seconds West 1325.05 feet to a concrete monument (set); thence North 00 degrees 00 minutes 22 seconds East 338.41 feet to a concrete monument (set), marking the Northwest corner of the Northeast Quarter of said Section 28; thence South 89 degrees 08 minutes 40 seconds West 686.75 feet to a concrete monument (set); thence North 00 degrees 52 minutes 09 seconds East 1329.69 feet to a concrete monument (set); thence North 89 degrees 18 minutes 20 seconds East 1996.26 feet to a concrete monument (set); thence North 00 degrees 21 minutes 23 seconds East 1976.62 feet to a concrete monument (set); thence North 89 degrees 36 minutes 01 seconds East 1308.50 feet to the POINT OF BEGINNING. Containing 327.615 acres, more or less.

EX "A"



