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OR1200PC 648 (904) 222-6543

THIS INSTRUMENT PREPARED BY:

JAMES O. SHELFER, Attorney
300 First Florida Bank Bldg.
Tallahassee, FL 32301

PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT

DECLARATION OF RESTRICTIVE COVENANTS OF
SHAW PLANTATION, A RECORDED SUBDIVISION

JIMMY BOYNTON REALTY, INC. is the owner of the property described in Exhibit "A" located in Leon County, Florida. By this instrument, the owner imposes 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 owner, its 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" shall mean and refer to JIMMY BOYNTON REALTY, INC., the owner of the property described in Exhibit "A".
2. "Association" shall mean and refer to SHAW PLANTATION HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit.
3. "Easement" shall mean the land described in the Declaration of Easement recorded in Official Records Book 1200, Page 643 of the Public Records of Leon County, Florida.
4. "Lot" shall mean a parcel of land contained in the property described in Exhibit "A" and shown as a "lot" on the plat of SHAW PLANTATION prepared by Nobles, Varnum & Associates, Inc., and recorded in the Public Records of Leon County, Florida.
5. "Maintenance" shall mean the exercise of reasonable care to keep the roads, landscaping, drainage, storm water detention facilities and other related improvements in their original condition, normal wear and tear excepted.
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 as shown on the recorded plat known as SHAW PLANTATION.

8. "Owner" shall mean the record owner, whether one (1) or more persons or entities, of a legal or beneficial interest in a lot, and shall include purchasers under Contracts for Deed, but shall not include those holding title as security for the performance of an obligation, nor shall it include Declarant.

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 as shown on the plat of the subdivision 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 full acre owned. For example, if a member owns two and one-half (2½) acres, he shall be entitled to two (2) votes on matters to come before the Association.

"Class B" - Class B membership shall be the Declarant, who shall be entitled to exercise two (2) votes for each full acre 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 assessment for the year 1986, shall be Sixteen Dollars and No Cents (\$16.00) per acre or part thereof owned within the subdivision. For example, a member owning one and one-half (1½) acres shall be assessed Twenty-Four Dollars and No Cents (\$24.00) for the year 1986. For the year 1987, 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.

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 Official Records Book 1200, Page 643 of the Public Records of Leon 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 use of the property within the subdivision shall be restricted as follows:

A. Common Restrictions:

1. Each lot shall be used as a residence for a single family and for no other purpose. No lot shall be subdivided into lots smaller than one (1) acre in size.
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. All mobile homes, except for double wides, must be at least forty-five (45) feet in length. Approval shall be based on compliance with these restrictions and location on the property. Approval shall not be arbitrarily withheld. If the Declarant sells all of the property they own 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. Out buildings or accessory buildings are permitted as long as construction of the buildings is compatible with the construction and appearance of the main residence.

4. No building or residence shall be located nearer than forty (40) feet from the closest edge of any roadway easement and shall otherwise comply with all county setback regulations.

5. 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.

6. No goats or hogs shall be kept within the subdivision, nor shall any animal be kept on any lot that causes nuisance or annoyance because of noise or smell.

7. 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.

8. No commercial advertising except for "for sale" or "for lease" display signs shall be permitted within the subdivision, except that the Declarant or its agents may erect such display signs as may reasonably be required for development and sale of the lots.

9. 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.

10. All boats and travel and utility trailers shall be stored and placed neatly in a garage, carport or in the rear of the lots.

11. All clothes lines, television and radio antennae and satellite dishes shall be located in the rear yard of the residence and not in the front yard.

B. Mobile Home Restriction:

12. 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. It is required, and shall be the responsibility of the owner, to provide complete ground to floor skirting for the mobile home or modular home. Skirting shall be installed within ninety (90) days from the date of moving the mobile or modular home onto the lot.

ARTICLE VI - WAIVER

So long as the Declarant owns any property within the subdivision, Declarant 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 Declarant 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; SHAW PLANTATION HOMEOWNERS ASSOCIATION, INC.; or the owner of any lot subject to these restrictions, 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 these 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
3rd day of March, 1986.

WITNESSES:

JIMMY BOYNTON REALTY, INC.

Gayard Strickland
Shannon L. Summerlin

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



STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing Restrictions were acknowledged before me
by JAMES M. BOYNTON as President of JIMMY BOYNTON REALTY, INC. on
this 3rd day of March, 1986.

Gayard Strickland
NOTARY PUBLIC

My Commission Expires

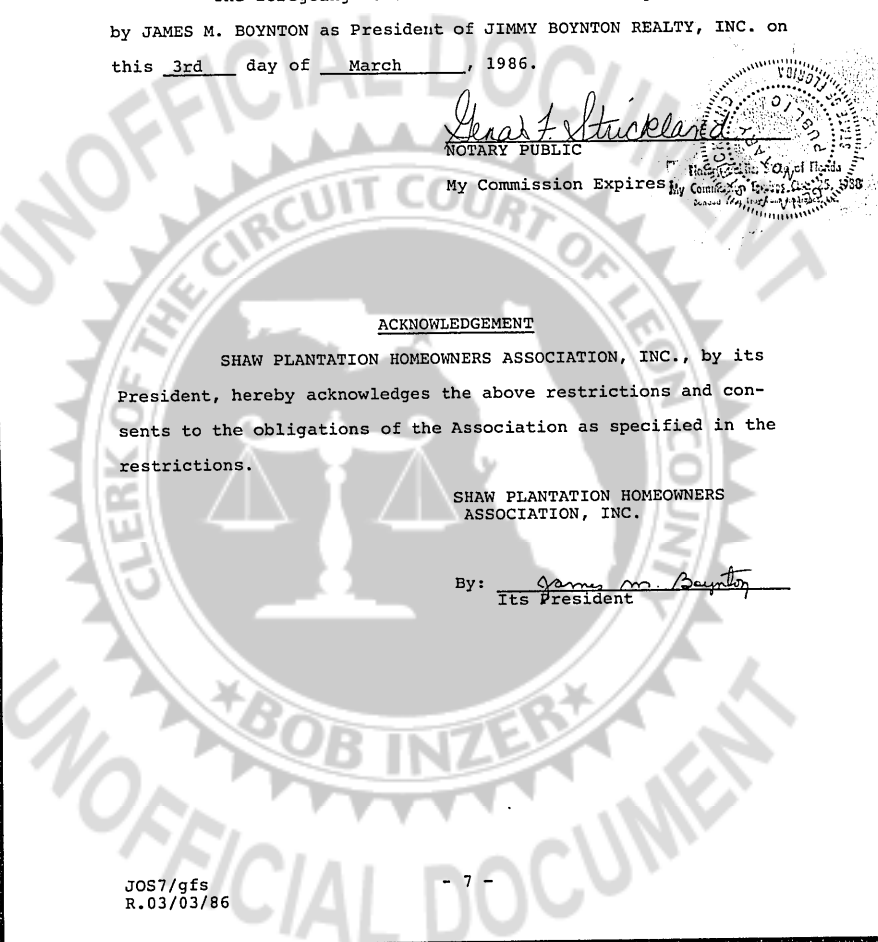


ACKNOWLEDGEMENT

SHAW PLANTATION HOMEOWNERS ASSOCIATION, INC., by its
President, hereby acknowledges the above restrictions and con-
sents to the obligations of the Association as specified in the
restrictions.

SHAW PLANTATION HOMEOWNERS
ASSOCIATION, INC.

By: *James M. Boynton*
Its President



NOBLES, VARNUM & ASSOCIATES, INC.

ENGINEERING & LAND SURVEYING • FLORIDA & GEORGIA

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DR1200PC 655

Commence at a found iron pipe marking the Southwest corner of Section 18, Township 2 South, Range 1 East, Leon County, Florida and thence run North 00 degrees 02 minutes 38 seconds East along the west boundary of said Section 18 a distance of 1812.28 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 02 minutes 38 seconds East 733.31 feet to a concrete monument, thence run North 00 degrees 02 minutes 54 seconds East along said west boundary 2545.75 feet to a found concrete monument known as marking the Northwest corner of Section 18, thence run South 89 degrees 05 minutes 53 seconds East 935.51 feet, thence run South 00 degrees 02 minutes 54 seconds West 1385.55 feet, thence run South 89 degrees 56 minutes 12 seconds East 470.41 feet, thence run South 00 degrees 02 minutes 54 seconds West 926.00 feet, thence run South 89 degrees 56 minutes 12 seconds East 420.43 feet, thence run South 86 degrees 06 minutes 37 seconds East 479.50 feet, thence run South 02 degrees 11 minutes 38 seconds West 711.15 feet, thence run South 03 degrees 30 minutes 57 seconds East 209.90 feet, thence run South 89 degrees 03 minutes 06 seconds West 444.82 feet, thence run North 89 degrees 56 minutes 12 seconds West 1351.35 feet, thence run South 00 degrees 02 minutes 54 seconds West 443.02 feet to the Northerly right of way boundary line for Sunflower Road, thence run North 89 degrees 56 minutes 12 seconds West along the said Northerly right of way 60.00 feet, thence run North 00 degrees 02 minutes 54 seconds East 433.42 feet, thence run North 89 degrees 10 minutes 30 seconds West 434.98 feet to the POINT OF BEGINNING; containing 110.61 acres, more or less.