

**DECLARATION OF RESTRICTIVE  
COVENANTS OF THE FLOWERS SUBDIVISION PHASE I**

BEN C. BOYNTON, the owner of that certain land in Wakulla County, Florida described in Exhibit "A" attached hereto and made a part hereof, hereafter "The Flowers Subdivision" by this instrument does make, declare and impose upon the lands described in Exhibit "A" for the benefit of all present and future owners of the land, the following conditions, restrictions, and limitations which shall be covenants running with the land, binding upon the owner, its successors 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**

Section 1. "Declarant" shall mean and refer to BEN C. BOYNTON, his heirs or assigns.

Section 2. "Plat of The Flowers Subdivision" shall mean and refer to the Plat of The Flowers Subdivision Phase I recorded in Plat Book 4, Pages 49-51 of the Public Records of Wakulla County, Florida and particularly those properties identified thereon as The Flowers Subdivision Phase I.

Section 3. "Association" shall mean and refer to THE FLOWERS SUBDIVISION PROPERTY OWNERS ASSOCIATION PHASE I, a Florida Corporation not for profit, to be formed to administer these covenants, initially related to land in Exhibit "A".

Section 4. "Easement" shall mean the land described on the Plat for THE FLOWERS SUBDIVISION or recorded documents for the purposes of roadway, storm water conveyance and utility use and shall include real property interests conveyed to Wakulla County and/or easements to a utility provider. Easements are further defined as:

1. Right of Ways are for roadways and swales for the purposes of egress and ingress and the transference of storm water and utilities. These are owned by Wakulla County and maintained by the Association until Wakulla County accepts said improvements for maintenance.
2. Utility Easements owned by the lot owner as defined in section 5 below or the Association and used by utility companies.
3. 15 foot Storm Water/Utility Easements are either within the lots as defined in Section 5 below or adjacent to the lots and owned by the Association. They consists of 5 foot storm water and utility easements lying adjacent to the right of way and used by utility companies and maintained by the Association until which time Wakulla County accepts maintenance of said easements and adjacent to them, 10 foot utility easements as

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depicted on the recorded plat and are maintained by the Association or lot owners and used by utility companies.

4. Drainage Easements owned by the Association and dedicated to the Association.

Section 5. "Lot" shall mean any parcel of land contained in the property described in Exhibit "A" and sold by the Declarant to any one individual or groups of individuals.

Section 6. "Maintenance" shall mean the exercise of reasonable care to keep common area improvements in good repair, normal wear and tear excepted.

Section 7. "Member" shall mean every person or entity that holds membership in the Association.

Section 8. "Common Area" shall mean all real property including storm water management facilities and /or easements (including the improvements thereto) dedicated, owned and held by the Association as described in Section 4 above for the common use and enjoyment of the respective Owners. The Common Area which will be owned by the Association shall consist of the real property and easements described in this Declaration and any areas depicted on the Plat of The Flowers Subdivision as Common Areas with regard to the Association and which have not been dedicated and accepted by the local governmental authority or utility provider and shall also include any grants of easements to the Association and related common lands and water bodies in proximity to The Flowers Subdivision. The Declarant shall deed any Common Areas to the Association on or before such time as ninety (90%) of the lots have been sold, or sooner, if required by law. The Association shall have the right to transfer to any governmental body at any time, all interest in all or part of the Common Areas after first obtaining approval at a meeting of the Association by seventy-five percent (75%) favorable vote of each class of members.

Common areas are further defined as:

1. Entrance/Park/Recreational Area is property that may be landscaped for the common good of the Association.

2. Natural State Areas that are further defined as:

A) Natural State Area Conservation as defined in Special Area Plan #1 is located on the Plat of the Flowers Subdivision and is property contained in Comprehensive Plan Amendment CP03-2 adopted September 2, 2004.

B) Drainage/SWMP Access Areas used for storm water management facilities, conveyance, and maintenance access. This areas are to remain in their natural state as defined in Article IX Section 7(f) except for necessary maintenance for proper functionality of the SWMP. This includes clearing, grubbing and excavation as needed.

C) Natural Buffer Areas kept in their natural state as defined in Article IX Section 7(f) but may be crossed for future utility purposes.

D) Drainage Easements owned by the Association and dedicated to the Association.

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E) 15 foot Storm Water/ Utility easements are adjacent to the lots and owned by the Association. They consists of 5 foot storm water and utility easements lying adjacent to the right of way and used by utility companies and maintained by the Association until which time Wakulla County accepts maintenance of said easements and adjacent to them 10 foot easements as depicted on the recorded plat and are maintained by the Association and used by utility companies. Part of these will be considered natural state areas.

Section 9. "Owner" shall mean the record owner, whether one (1) or more persons or entities, of legal or beneficial interest in a lot and shall include purchasers under contracts for deed but not include those holding title as security for the performance of an obligation.

Section 10. "Unit" is an arbitrary designation for annual and special assessment purposes and to determine voting rights. A unit is one residential lot.

Section 11. "Properties" shall mean and refer to that certain real property described in Exhibit "A" attached hereto and such additions thereto as may hereafter be brought within the jurisdiction of the Association and known as "The Flowers Subdivision".

**ARTICLE II  
MEMBERSHIP AND  
VOTING RIGHTS IN THE ASSOCIATION**

Section 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 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.

Section 2. Voting Rights: The Association shall have two (2) classes of voting members as follows:

"Class A" - Class A members shall be all owners in good financial standing with the Association with the exception of Declarant, and shall be entitled to one (1) vote for each unit of property owned.

"Class B" - The Class B member shall be the Declarant, who shall be entitled to exercise three (3) votes for each unit owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equals ninety (90) % of the total votes outstanding in the Class A and Class B membership.

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"Class C"- Class C members shall be non-voting members and limited to primary builders.

Section 3. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and Facilities to the members of his immediate family, his tenants, or contract purchasers who reside on the property.

**ARTICLE III  
ASSESSMENTS**

Section 1. Liens and Personal Obligation of Assessments: Each "Class A" 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.

Section 2. Duties of Declarant: The Declarant shall pay for the initial entrance sign along with landscaping and construction of the entrance way going into the Flowers Subdivision.

Section 3. Annual Assessments: Annual assessments shall be paid by each "Class A" lot owner to the Association. The assessment for the year 2006 shall be one hundred and seventy-five dollars (\$175.00) for each unit assessed to an owner. After 2006, the annual assessment may be increased by vote of the Board of Directors of the Association, not to exceed twenty-five percent (25%) over the assessment of the previous year unless a greater increase is approved by greater than fifty (50%) of class A members. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents on the property and for:

- (a) the enforcement of the provisions of this Declaration on behalf of the Association;
- (b) the improvements and maintenance of the Common Areas;
- (c) water and electrical usage for the Common Areas; (Note: When there has been sufficient money collected from annual assessments, money paid by the Declarant for deposits, fees, usage, etc. will be refunded to him upon presentation of proper documentation.)
- (d) liability insurance for officers and directors;
- (e) insurance for Association; and
- (f) management fees for professional association management.

Section 4. Special Assessments-Other: In addition to the previous defined assessments, the Association may levy, in any assessment year, a special assessment to "Class A" owners for that year only. It is for the purpose of defraying, in whole or in part, the cost of enforcing this Declaration on behalf of the Association or the cost of construction, reconstruction, repair, or replacement of the entrance way, any entrance sign or improvement upon the Common Areas, including fixtures and personal property. Any such assessment must be approved by the majority vote of each class of membership

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of the Association in person or by proxy. Each "Class A" owner shall be assessed a percentage of the maintenance cost. The percentage of the cost allocated to each "Class A" owner shall be determined by the number of units assessed to each "Class A" owner. If the health and welfare of the public is at risk or if damage is done to the entrances of any of the neighborhoods in THE FLOWERS SUBDIVISION, the Board of Directors has the right to levy this special assessment without the vote of the membership; however, the repairs are limited to only what the majority vote of the members of both The Board of Directors and The Architectural Control Committee deems as necessary.

Section 5. Effects of Nonpayment of Assessments and Remedies of the Association: Any assessment not paid within sixty (60) days after February 28 shall be deemed in default and be subject to a late fee of twenty-five dollars \$25.00 for each sixty (60) days of delinquency. 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 assessments provided for herein by abandonment of his lot.

Section 6. Subordination of Assessment Lien Mortgages: The assessment lien provided for herein shall be subordinate to the lien of the first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceedings in lieu thereof shall extinguish the assessment lien that becomes due prior to such sale or transfer. No sale or transfer shall release such lot from liability for any assessments thereafter becoming due.

Section 7. Uniform rate of Assessment and Collection. Except as otherwise set forth herein, both annual and special assessments shall be fixed at a uniform rate for all lots and be based on the calendar year. Assessments may be collected on an installment basis at the discretion of the Board of Directors. The assessments will be prorated based on the date of the deed.

**ARTICLE IV  
PRIMARY BUILDERS' RIGHTS**

Primary Builders have the authority to maintain model home(s) with appropriate on-site parking and signage as well as any off-site directional signs and flags as they deem necessary to promote the sale of their home(s). These signs may also be placed within the entrance/ park /recreational area. This right will stay in effect until all home(s) have been sold to first-time buyers. This right survives the cessation of the "Class B" membership. Declarant shall designate Primary Builders from time to time.

**ARTICLE V  
EASEMENTS AND STORM WATER SYSTEMS**

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Except for the Declarant, no owner shall permit or otherwise allow any portion of any lot to be utilized as an easement, roadway, driveway, street or other method of access, ingress, or egress to areas of property not included within the property. The purpose of this provision is to preserve and protect the integrity of the exterior boundaries of the property and to preclude and prohibit any break in those boundaries by easement, roadway, driveway, or street granted, permitted or otherwise created by any owner other than the Declarant. The Declarant reserves the right to grant such easements or create such roadways upon said property or lots owned by the Declarant as the Declarant, in the Declarant's sole discretion, determines necessary, appropriate or desirable.

Within easements described in the Public Records, no structure, plant or other object shall be placed or permitted to remain which may damage, interfere or change the direction or flow of drainage or interfere with the proper maintenance within the easement, or the safe passage of automobile traffic.

The Association will be responsible for maintenance of all storm water systems and easements not accepted by Wakulla County. The Declarant has the right to build additional storm water conveyance systems as he feels is necessary to remedy any drainage problems as they arise.

Lot setbacks, described in Article VII Section 3 below, shall serve as prescriptive drainage cross-easements allowing uphill and adjacent properties storm water access to the master storm water facilities as depicted on the final plat. Each owner shall use reasonable efforts to direct storm and surface water from such owner's lot to the storm water management facility without increasing storm water impact to adjacent lots. Plants and structures are not allowed to be placed in swales altering the flow of the water.

In order to meet local and state storm water requirements, this subdivision has been designed and approved with the use of roadside swales for collection, retention, treatment and percolation of storm water that discharges from lots and the roadway system. These swales (commonly known as ditches) and primarily located along the roadway will retain storm water for the purpose of treatment and volume control for up to 72 hours following a rainfall event.

The retention of this storm water in the swales enhances the environment and is an essential component of the treatment of the storm water from this site.

**ARTICLE VI  
ARCHITECTURAL CONTROL**

Nothing shall be constructed on the lot including houses, outbuildings, fencing, or any other structures or improvements nor shall any exterior addition to or change to or alteration therein be made, until the plans and specifications have been approved in writing by the Architectural Control Committee (ACC). The ACC shall be composed of three (3) or more representatives named in the Articles of Incorporation of The Flowers Property Owners Association or subsequently appointed by the Board of Directors of the Association. In the event the ACC fails to act in writing within thirty (30) days of receipt of the plans and specifications, then the party seeking approval shall send a certified letter to the attention of the President of the Association requesting action from the ACC.

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Should the party seeking approval fail to receive a reply within thirty (30) days from the date of the certified letter, approval will not be required and this Article will be deemed fully complied with. The ACC representatives (primary) named in the Articles of Incorporation cannot be voted out by the board of directors until all lots have been built on or until the ACC members consent to be replaced. There is nothing here to prevent the ACC from appointing a sub-committee of three (3) members in good standing from the Association to monitor and govern these covenants on all houses that have been issued a Certificate of Occupancy. There must be a majority vote of sub-committee members to initiate any action against any member of the Association. An appeal may be filed with the ACC primary representatives. A majority vote is required to overturn the decision of the sub-committee. The primary representatives have the right to replace individual members of the sub-committee or dissolve the sub-committee in its entirety with a majority vote.

#### ARTICLE VII USE RESTRICTIONS

The Flowers Subdivision shall be occupied and used only as follows:

Section 1. Each lot shall be used as a residence for a single family and no other purpose.

Section 2. No lot shall be divided.

Section 3. Minimum setbacks for buildings are as follows: twenty (20) feet front, fifteen (15) feet rear, five (5) feet side interior and seven and one-half (7.5) feet side corner. Where lots abut natural state areas, no side or rear set backs are required unless the distance between lots are less thirty (30) feet rear or ten (10) feet side interior. For the purposes of this Article, eaves and steps shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot. Storm-water and utility easements can be within the setbacks. The ACC will make the final determination on all disputes.

Section 4. No houses, outbuildings, fences including additions to existing structures, shall be erected within the Association until the construction plans, site plans and specifications showing the location and architectural design of the structure have been approved by the ACC. Approval shall be based on compliance with these restrictions, quality of materials and location on the property. Approval shall not be unreasonably withheld. Basic architecture will be consistent, as more fully described in Section 10 below.

Section 5. No mobile homes shall be allowed on the property.

Section 6. Outbuildings shall be limited to storage sheds, boat houses, greenhouses, and structures customarily associated with single family residential homes. All outbuildings shall be approved as provided for in Section 4 and 10.

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Section 7. Noxious or offensive activity shall not be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Association. This provision also applies to the common areas. Animals shall not be kept on the property in such a manner as to cause a nuisance or annoyance because of smell or noise or to cause a health hazard (this includes the removal of pet excrement). No crops or animals shall be raised, bred or kept on the property for any commercial purposes. Animals shall be limited to domestic dogs, cats and other household pets. No fighting dogs or dogs that create a hazard shall be allowed on the property. All pets shall at all times be either confined within the owner's home or fenced lot or when outside of said lot be securely kept on a lease. The Board of Directors has the complete authority to control Section 7 in its entirety.

Section 8. No dwelling shall be constructed on any lot within the property that contains less than one thousand six hundred (1,600) square feet of space, heated and cooled. Once construction starts, work shall be pursued diligently until completed.

Section 9. There will be no trash or any unsightly refuse allowed to be dumped on the lot permanently or temporarily. Trash, garbage or other waste shall not be allowed to accumulate over time on any lot or other part of the Properties and shall not be kept except in trash containers located and installed in the manner approved by the ACC. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street or from any private or common driveway except for those times designated for collection by the appropriate waste management company. Each Owner shall maintain the landscaping, including trees, shrubs, and grass within the boundaries of his lot, and the exterior of the house in a neat and attractive condition. If the Owner fails to maintain the property in such a prescribed fashion, then upon a vote of a majority of the Board of Directors, and after not less than ten (10) days' notice to the Owner, the Association shall have the right to enter upon such Lot and provide such maintenance as it deems necessary or appropriate, and the cost thereof shall be payable to the Association by such Owner within ten (10) days after delivery to the Owner of a demand for payment. Amounts due hereunder may be enforced and collected under the provisions of Bylaws of The Flowers Subdivision Property Owners Association. For the purpose solely of performing the maintenance authorized by this paragraph, the Association agents and employees shall have the right, after reasonable notice to the Owner, to enter upon any such lot between the hours of 7:00 a.m. and 6:00 p.m.

Section 10. No motorized recreational vehicles, (4 wheelers, go carts etc.) shall be operated on any portion of the property; however, the Board of Directors may approve certain motorized vehicles designed so as not to disturb the members of the association (golf carts as an example).

Section 11. Building guidelines are as follows:

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- A. The roof pitch can not be less than 6 /12 and the roof must be shingled with colors approved by the ACC.
- B. All shingles should be thirty (30) year architectural shingles. Other roofing materials must be approved by the ACC.
- C. House siding shall be James Hardie (or comparable) lapped siding, brick, stone, or stucco. Colors must be approved by the ACC.
- D. Mailboxes shall be attractive and consistent in appearance and color. The ACC will establish this policy.
- E. Front yards must be sodded with grass and landscaped with plants and mulch. Whenever possible a natural buffer shall exist between adjacent houses.
- F. Screen porches shall match the existing structure of the house with materials and color.
- G. Driveways shall be located when the lot is first cleared so as to minimize damage to the existing paved road. Excessive road and ditch damage must be either fixed or cost reimbursed to the Declarant within thirty (30) days from receiving the Certificate of Occupancy. The primary ACC shall be the final arbitrator in any dispute that may arise. The driveway shall not be located closer than three (3) feet from an interior lot line with the exception of a backup or turn-around pad which may be located as near as one (1) foot to an interior lot line. These set backs do not apply to side and rear lot lines that are adjacent to natural state areas. The primary ACC may allow for exceptions to these setbacks.
- H. Proper culverts must be installed with concrete mitered-end sections (minimum length allowed by the County is 30 ft.). In certain cases, the builder may be exempted from putting in a driveway culvert. Wakulla County has the final authority.
- I. Walkways and patios must be concrete with a broom finish. Any specialty finish must be approved by the ACC.
- J. Outbuildings must be consistent with the exterior of the house in color and materials and located in the rear yard. The side-walls cannot exceed eight (8) feet in height. No metal outbuildings will be allowed. Wood may be substituted for Hardie Board. All outbuildings must get ACC approval.
- K. All fencing shall be six (6) foot "shadow box" style. It must start at the rear corner of the house unless otherwise approved by the ACC. Fences cannot be stained or painted. Natural wood preservative is allowed.
- L. Play ground equipment, boats, trailers, motor homes, campers, sheds, greenhouses, pet houses, and other like materials must be parked in an enclosed garage or behind a screen fence. If behind the fence, it can extend above the line of sight at ground level as long as it doesn't create a visual disturbance to the adjacent side and rear lot owners. The side and rear lot owners may seek

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remedy by a decision from a majority of the ACC primary committee representatives. Pursuit of hobbies or other activities including, but not limited to, work on vehicles or other mechanical devices and woodworking, which tend to result in disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken except within an enclosed garage.

- M. Each house shall have a functional garage attached thereto which shall be designated to accommodate the parking of at least two (2) automobiles.
- N. Pet pens and pet houses must be kept behind a fence or in the rear yard. Crop and/or vegetable gardens shall be in the rear yard only.
- O. One sign only of not more than 5 square feet to advertise the property for sale or lease may be placed on the lot; all other signs and locations must be approved by the ACC unless promoting one-day events and then the owner must remove them by the end of the following day. Refer to Article IV for exceptions.
- P. No tank or storage of fuel, water or other substance shall be placed or permitted to remain on the lot unless approved by the ACC. Propane tanks must be placed underground.
- Q. Garages may be enclosed only on model homes and only so long as used as a model home, and not thereafter.
- R. The Architectural Control Committee shall make the final determination in any dispute that may arise involving these issues.
- S. In ground pools are allowed in the back yard only if a shadow box fence is constructed first so that the pool is not visible from the street or neighbors at ground level. Above ground pools are not allowed.
- T. Satellite antennas must be roof or eave mounted and not be visible from the street. Exceptions to this and all other outside antennas must be approved by the ACC.

**ARTICLE VIII  
EFFECT**

Each and every conveyance of any lot in the Association is expressly made subject to the provisions hereof whether or not the terms of such conveyance incorporates or refers to these provisions.

**ARTICLE IX  
GENERAL PROVISIONS**

Section 1. Enforcement and Attorneys' Fees. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, including

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injunctive relief, all restrictions, conditions, covenants, reservations, liens, charges and obligations now or hereafter imposed by the provisions of this Declaration. In connection with such litigation, the prevailing party shall be entitled to recover all costs and expenses incurred in connection with such litigation, including reasonable attorneys' fees. Without limiting the generality of the foregoing, the prevailing party in any litigation to require the Association to perform its obligations or to require the Declarant to incorporate the Association or to perform any other action or obligation imposed on the Declarant pursuant to this Declaration, shall be entitled to recover all costs and expenses incurred in connection with such litigation, including reasonable attorneys' fees. The failure of the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

**Section 3. Annexation.** Additional residential property and common areas may be annexed to the Properties by the Declarant. Any such annexation shall subject said land to these covenants, conditions and restrictions, and the Owners of each lot in such annexed area shall have the same rights, benefits, obligations and duties as the Owners of the lots described in this Declaration.

**Section 4. Development by Declarant.** No provisions contained herein shall prevent Declarant, or a Builder or its contractors or subcontractors from performing such work and activities as it deems necessary or advisable in connection with the development of the Properties and its construction activities, nor shall such provisions in any way prevent the Declarant from maintaining such signs or signs on the Properties as Declarant deems necessary or desirable for the sale or other disposition thereof, nor shall such provisions in any way prevent the use of a lot and dwelling thereon as a model home and/or sales office including the use of the garage as a sales office.

**Section 5. Duration/Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land for a period of twenty (20) years from the date this Declaration is recorded in the Public Records of WAKULLA COUNTY, Florida, at the end of which period it shall be extended for successive periods of ten (10) years each, unless at least two-thirds (2/3) of the Owners at the time of expiration of said initial period, or any extension period, shall sign an instrument in which said covenants and restrictions are removed or modified in whole or in part, which instrument shall be filed for record in the appropriate WAKULLA COUNTY Public Records and in the manner then provided by law. No amendment shall affect the priority of the lien of any first mortgage on any lot over the lien of the assessments provided for herein unless the holder of the mortgage joins in the execution of the amendment. Declarant reserves and shall have the sole right to add to, alter, amend, revoke, release and waive this Declaration for any purpose or purposes, at any time and in whole or in part until January 1, 2009. Except as provided herein, no amendments to Article VII, Section 10, may occur until after five (5) years and upon a seventy-five percent (75%) favorable vote of

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those eligible to vote; all other amendments shall require unanimous consent of all those eligible to vote at all times.

**Section 6. FHA/VA Approval.** As long as there is a Class B membership, the following actions will require prior written approval of the Federal Housing Administration or the Department of Veterans Affairs: annexation of additional properties to be subject to this Declaration, dedication of any Common Areas, and amendment of this Declaration.

**Section 7. Required Best Management Practices.** In order to mitigate the contribution of nitrates to Wakulla Springs with its resultant effects on increased growth vegetation in the spring and river and loss of water clarity, the following best management practices ("BMPS") shall apply to the Lots:

- a. Ditch blocks or raised driveways/culverts shall be utilized except when not physically feasible.
- b. Stormwater shall be directed to the front, rear and side yard areas through vegetated areas or swales prior to discharge to the storm water conveyance system unless an engineer determines that it is necessary for drainage to occur directly to the roadway swale system or storm water management facility.
- c. Downspouts shall be directed from the roof to vegetated area for uptake.
- d. Landscaping shall consist of drought resistant vegetation and turf grasses limited to a maximum landscaping of 50% of the Lot. A list of drought tolerant plants is maintained by the North West Florida Water Management District.
- e. All development shall require best management practices as dictated by principles and practices of the Florida Yards and Neighborhoods Program.
- f. Natural State Areas/Conservation are those areas lying outside of Lots and they shall be kept in their "natural state", which is defined as allowing no disturbance except for removal of native vegetation less than 2" DBH, exotic plants, noxious plants, downed trees, briars, kudzu, and similar plants. It is intended that vegetation such as briars, kudzu, and those plants with similar characteristics may be removed. Additionally, because the site is currently a monoculture of planted pines, selective clearing and replanting with native vegetation may be performed within areas identified as Natural State Areas for the sole purpose of enhancing the environmental function of these areas. Accordingly, further permitted activities in Natural State Areas include:
  1. No row thinning and aesthetic cutting of existing pines.
  2. Existing planted pines may be removed and replanted with hardwoods and long leaf pines.

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3. Where live oaks and other native hardwoods exist, selective clearing of planted pines shall be permitted in order to promote the growth of the native hardwood trees.

4. Small areas consisting of no more than two acres, and no more than 20 acres in aggregate may be cleared entirely for the purpose of providing foraging acres for wildlife.

The government of Wakulla County and the association shall have authority to enforce this provision as depicted on the recorded plat.

IN WITNESS WHEREOF, this instrument is executed this 29<sup>th</sup> of March 2006

WITNESSES:

Jessica Mattson  
Print: Jessica Mattson

Ben C. Boynton  
Ben C. Boynton

Vicki L. Shepherd  
Print: Vicki L. Shepherd

STATE OF FLORIDA  
COUNTY OF WAKULLA

The foregoing Declaration of Restrictive Covenants of THE FLOWERS SUBDIVISION, was acknowledged before me by BEN C. BOYNTON on this

29<sup>th</sup> of March 2006

Produced FLD ex. #106

Jessica Mattson  
NOTARY PUBLIC  
My Commission Expires: 01/12/2010



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**Edwin G. Brown  
& Associates, Inc.**  
SURVEYORS \* MAPPERS \* ENGINEERS

Exhibit A

THE FLOWERS PHASE 1

COMMENCE AT A COMMENCE AT THE N.E. CORNER OF THE SOUTH 1/2 OF THE S.W. 1/4 OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 WEST, WAKULLA COUNTY, FLORIDA; THENCE SOUTH 00 DEGREES 16 MINUTES 30 SECONDS WEST, A DISTANCE OF 20.61 FEET TO A CONCRETE MONUMENT TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING RUN NORTH 89 DEGREES 41 MINUTES 58 SECONDS WEST, A DISTANCE OF 342.36 FEET TO A CONCRETE MONUMENT; THENCE NORTH 00 DEGREES 18 MINUTES 02 SECONDS EAST, A DISTANCE OF 205.63 FEET TO A CONCRETE MONUMENT; THENCE NORTH 78 DEGREES 38 MINUTES 40 SECONDS WEST, A DISTANCE OF 84.40 FEET TO A CONCRETE MONUMENT; THENCE NORTH 42 DEGREES 45 MINUTES 49 SECONDS WEST, A DISTANCE OF 46.48 FEET TO A CONCRETE MONUMENT; THENCE NORTH 20 DEGREES 09 MINUTES 52 SECONDS EAST, A DISTANCE OF 83.33 FEET TO A CONCRETE MONUMENT; THENCE NORTH 49 DEGREES 57 MINUTES 04 SECONDS EAST, A DISTANCE OF 82.10 FEET TO A CONCRETE MONUMENT; THENCE NORTH 27 DEGREES 59 MINUTES 22 SECONDS WEST, A DISTANCE OF 25.87 FEET TO A CONCRETE MONUMENT; THENCE NORTH 17 DEGREES 54 MINUTES 41 SECONDS EAST, A DISTANCE OF 97.53 FEET TO A CONCRETE MONUMENT; THENCE NORTH 34 DEGREES 07 MINUTES 32 SECONDS EAST, A DISTANCE OF 80.20 FEET TO A CONCRETE MONUMENT; THENCE NORTH 67 DEGREES 40 MINUTES 08 SECONDS EAST, A DISTANCE OF 157.96 FEET TO A CONCRETE MONUMENT; THENCE NORTH 35 DEGREES 26 MINUTES 03 SECONDS EAST, A DISTANCE OF 60.47 FEET TO A CONCRETE MONUMENT; THENCE NORTH 54 DEGREES 33 MINUTES 04 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A CONCRETE MONUMENT; THENCE NORTH 33 DEGREES 23 MINUTES 10 SECONDS EAST, A DISTANCE OF 60.03 FEET TO A CONCRETE MONUMENT; THENCE NORTH 35 DEGREES 26 MINUTES 56 SECONDS EAST, A DISTANCE OF 168.00 FEET TO A ROD AND CAP; THENCE CONTINUE ALONG SAID LINE, NORTH 35 DEGREES 26 MINUTES 56 SECONDS EAST A DISTANCE OF 30.00 FEET TO A CONCRETE MONUMENT; THENCE NORTH 54 DEGREES 33 MINUTES 04 SECONDS WEST, A DISTANCE OF 336.64 FEET TO A CONCRETE MONUMENT TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, A RADIAL DISTANCE OF 1,766.32 FEET; THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 00 DEGREES 47 MINUTES 06 SECONDS, A DISTANCE OF 24.16 FEET, CHORD OF SAID ARC BEING NORTH 41 DEGREES 48 MINUTES 27 SECONDS EAST, 24.16 FEET TO A CONCRETE MONUMENT TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET AND A CENTRAL ANGLE OF 22 DEGREES 27 MINUTES 11 SECONDS; THENCE NORTHEASTERLY ALONG THE ARC, A

PAGE 1 OF 2

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## THE FLOWERS PHASE 1

DISTANCE OF 137.16 FEET, CHORD OF SAID ARC BEING NORTH 30 DEGREES 58 MINUTES 25 SECONDS EAST, 136.28 FEET TO A CONCRETE MONUMENT TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, A RADIAL DISTANCE OF 350.00 FEET; THENCE NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 19 DEGREES 55 MINUTES 04 SECONDS, A DISTANCE OF 121.67 FEET, CHORD OF SAID ARC BEING NORTH 09 DEGREES 48 MINUTES 53 SECONDS EAST, 121.06 FEET; THENCE NORTH 35 DEGREES 26 MINUTES 56 SECONDS EAST, A DISTANCE OF 186.98 FEET TO A ROD AND CAP; THENCE SOUTH 54 DEGREES 33 MINUTES 04 SECONDS EAST, A DISTANCE OF 220.00 FEET TO A CONCRETE MONUMENT; THENCE NORTH 35 DEGREES 26 MINUTES 56 SECONDS EAST, A DISTANCE OF 198.00 FEET TO A CONCRETE MONUMENT; THENCE NORTH 54 DEGREES 33 MINUTES 04 SECONDS WEST, A DISTANCE OF 200.00 FEET TO A CONCRETE MONUMENT; THENCE NORTH 35 DEGREES 26 MINUTES 56 SECONDS EAST, A DISTANCE OF 258.00 FEET TO A CONCRETE MONUMENT LYING ON THE SOUTHERLY RIGHT OF WAY OF U.S. HIGHWAY NUMBER 267; THENCE RUN ALONG SAID RIGHT OF WAY SOUTH 54 DEGREES 33 MINUTES 04 SECONDS EAST, A DISTANCE OF 1,550.51 FEET TO A ROD AND CAP; THENCE LEAVING SAID RIGHT OF WAY RUN, SOUTH 35 DEGREES 26 MINUTES 56 SECONDS WEST, A DISTANCE OF 491.60 FEET TO A ROD AND CAP; THENCE SOUTH 26 DEGREES 07 MINUTES 49 SECONDS EAST, A DISTANCE OF 2,024.27 FEET TO A ROD AND CAP; THENCE NORTH 89 DEGREES 22 MINUTES 39 SECONDS WEST, A DISTANCE OF 1,469.07 FEET TO A ST. JOE PAPER COMPANY CONCRETE MONUMENT; THENCE NORTH 00 DEGREES 25 MINUTES 36 SECONDS WEST, A DISTANCE OF 52.56 FEET TO A U.S. GOVERNMENT CONCRETE MONUMENT; THENCE NORTH 89 DEGREES 47 MINUTES 32 SECONDS WEST, A DISTANCE OF 659.32 FEET TO A ST. JOE PAPER COMPANY CONCRETE MONUMENT; THENCE NORTH 00 DEGREES 21 MINUTES 00 SECONDS EAST, A DISTANCE OF 1,235.37 FEET TO THE POINT OF BEGINNING, 104.69 ACRES, MORE OR LESS.

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PAGE 2 OF 2

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**BYLAWS OF THE FLOWERS SUBDIVISION  
PROPERTY OWNERS ASSOCIATION, INC.  
A NON-PROFIT CORPORATION**

**ARTICLE I.  
NAME AND LOCATION**

The name of the corporation is THE FLOWERS SUBDIVISION PROPERTY OWNERS ASSOCIATION, INC. The principal office shall be located at 2735 Miller Landing Road, Tallahassee, FL 32312, but meetings of members and directors may be designated by the board of directors.

**ARTICLE II.  
DEFINITIONS**

Section 1. THE FLOWERS SUBDIVISION shall mean Lands described in Exhibit "A" and more fully described on the Plat of THE FLOWERS SUBDIVISION Phase I in Plat Book 4, Pages 202 in the Public Records of Wakulla County, Florida.

Section 2. "Association" shall mean and refer to THE FLOWERS SUBDIVISION Property Owners Association, Inc., its successors and assigns.

Section 3. "Declarant" shall mean and refer to Bank C. Boynton.

Section 4. "Restrictive Covenants" shall mean and refer to the Declaration of Restrictive Covenants of THE FLOWERS SUBDIVISION and recorded on ~~March 22, 1988~~, in the Public Records of Wakulla County, Fl, in Official Records Book 647, Page B12.

Section 5. "Lot" shall mean any parcel of land contained in THE FLOWERS SUBDIVISION and sold by Declarant to any one individual or group of individuals.

Section 6. "Unit" is an arbitrary designation for annual and special assessment purposes and to determine voting rights. A unit is one residential lot.

Section 7. "Member" shall mean and refer to any person entitled to membership in the Association as provided in the Restrictive Covenants of THE FLOWERS SUBDIVISION.

Section 8. "Owner" shall mean and refer to the record owner, as provided for in the Restrictive Covenants.

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**ARTICLE III.  
MEETINGS OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of members shall be held not later than sixty (60) days after seventy-five percent (75 %) of the lots have been sold or earlier if the Declarant so desires. Subsequent meetings of members shall be held annually at a place and time determined by the Board of Directors.

Section 2. Special Meetings. Special meetings of members may be called at any time by the president or by the board of directors, or on written request of members who are entitled to vote one-fourth (1/4) of all votes of the Class A Membership.

Section 3. Notice of Meetings. Written notice of each meeting of members shall be given by, or at the direction of, the secretary or other person authorized to call the meeting by mailing a copy of such notice, at least thirty (30) but not more than sixty (60) days before such meeting to each member entitled to vote at the meeting, addressed to the member's address last appearing on the books of the Association, or supplied by the member to the Association for the purpose of receiving notice. The notice shall specify the day, hour, and place of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting, in person or by proxy, of members entitled to cast a majority of the votes of each class of the membership shall constitute a quorum for authorization of any action, except as may otherwise be provided in the Restrictive Covenants, the Articles of Incorporation, or these Bylaws. If a quorum is not present at any meeting, the members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Proxies shall be revocable, and the proxy of any owner shall automatically terminate on conveyance by him of his lot.

**ARTICLE IV.  
BOARD OF DIRECTORS-  
TERM OF OFFICE; FIRST ELECTION; REMOVAL**

Section 1. Number. The affairs of the Association shall be managed by a board of three (3) directors who shall be members of the Association. The board of directors shall be elected from the membership at large.

Section 2. Term of office. The directors shall be elected at each annual meeting.

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Section 3. Removal. Any director may be removed from the board, with or without cause, by a majority vote of the members of the Association entitled to vote for the election of the director. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

**ARTICLE V.  
BOARD OF DIRECTORS - MEETINGS**

Section 1. Meetings. Meetings of the board of the directors shall be held from time to time when called by the president or any (2) directors. Regular meetings shall be held, however, at least quarterly without notice at a date, time and place set by the directors.

Section 2. Quorum. A majority of the directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of directors present at a duly held meeting in which a quorum is present shall constitute the act or decision of the board.

**ARTICLE VI.  
BOARD OF DIRECTORS - POWERS AND DUTIES**

Section 1. Powers. The board of directors shall have power to:

- (a) Exercise on behalf of the Association all powers, duties and authority vested in or delegated to the Association and not specifically reserved to the membership by the Restrictive Covenants, Articles of Incorporation, or by other provisions of these Bylaws;
- (b) Employ independent contractors, and such other employees as they may deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the board of directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at each annual meeting, or at any special meeting at which such a statement is requested in writing by one-fourth (1/4) of the class A members entitled to vote thereat;
- (b) Supervise all officers and agents of the Association and see to it that their duties are properly performed;
- (c) As more fully provided in the declaration, to:

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- (1) Fix the amount of the assessment against each lot at least thirty (30) days in advance of each assessment period;
  - (2) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each assessment period; and
  - (3) Foreclose the lien against any property for which assessments are not paid within sixty (60) days after the due date, or to bring an action at law against the owner personally obligated to pay the same.
- (d) Issue, or cause an appropriate officer to issue, on demand by any person, a certificate setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The board may impose a reasonable charge for the issuance of these certificates;
- (e) Procure and maintain adequate liability and hazard insurance on all property owned by the Association;
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

#### ARTICLE VII. OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of the Association shall be a president and vice president, who shall at all times be members of the board of directors, and a secretary, treasurer, and such other officers as the board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the board of directors following each annual meeting of members.

Section 3. Term. The officers of the Association shall be elected annually by the board. Each shall hold office for a term of one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The board may elect such other officers as the affairs in the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the board may, from time to time, determine.

Section 5. Resignation and removal. Any officer may be removed from office by the board at any time with or without cause. Any officer may resign at any time by giving written notice to the board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any time specified therein, and unless

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otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6. Vacancies.** A vacancy in any office may be filled by appointment of the board. The officer appointed to such vacancy shall serve for the unexpired term of the officer he replaces.

**Section 7. Multiple offices.** The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8. Duties.** The duties of the officers are as follows:

- (a) **President.** The president shall preside at all meetings of the board of directors; shall see that orders and resolutions of the board are carried out; shall sign all contracts, and shall cosign all checks and promissory notes.
- (b) **Vice President.** The vice president shall act in the place of the president in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the board.
- (c) **Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the board and of the members; keep the corporate seal of the Association and affix it to all papers so requiring; serve notice of meetings of the board and of members; keep appropriate current records showing the members of the Association together with their addresses; and perform such other duties as may be required by the board or by law.
- (d) **Treasurer.** The treasurer shall receive and deposit in appropriate bank accounts all funds of the Association, and shall disburse such funds as directed by resolution of the board of directors; shall sign all checks and promissory notes of the Association; shall keep proper books of account; and shall prepare a statement of income and expenditures, a copy of which documents shall be delivered to each member, and a report on which shall be given at the regular annual meeting of members.

**ARTICLE VIII.  
COMMITTEES**

The board of directors may appoint such committees as it may deem appropriate in the performance of its duties.

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**ARTICLE IX.  
ASSESSMENTS**

As more fully provided in the Restrictive Covenants, each lot owner is obligated to pay to the Association annual and special assessments as well as any individual assessments, all of which are secured by a continuing lien on the property against which such assessments are made. Any assessments not paid when due are considered delinquent. If any assessment is not paid within sixty (60) days after the due date, the assessment is twenty-five (25) dollars. Additional twenty-five (25) dollars is due for each additional sixty (60) day period of delinquency and the Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against his property. Interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of any assessment due. No owner may waive or otherwise escape liability for assessments by abandonment of his lot.

Annual assessments for 2006 shall be \$175.00 for each unit of property in THE FLOWERS SUBDIVISION. The Declarant is exempted from the annual assessments. After 2006, the annual assessments may, in the discretion of the board of directors, be increased but not to exceed twenty-five percent (25%) of the annual assessments of the previous year unless a greater increase is approved by a greater than 50 % of class A members.

Moneys guaranteed by annual assessments may be utilized for repair and maintenance of any common area in THE FLOWERS SUBDIVISION. In the event a special assessment is necessary, the owners of property shall bear the full amount of the special assessment as provided for in the Restrictive Covenants.

**ARTICLE X.  
BOOKS AND RECORDS, INSPECTION**

The books, records, and papers of the Association shall be subject to inspection by any member during ordinary business hours. The Restrictive Covenants, Articles of Incorporation, and Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies shall be made available for sale at a reasonable price.

**ARTICLE XI.  
CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: THE FLOWERS SUBDIVISION Property Owners Association, Inc.

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**ARTICLE XII.  
FISCAL YEAR**

The fiscal year of the Association shall be the calendar year, except that the first fiscal period shall begin on the date of incorporation and shall end on December 31<sup>st</sup> of the year of incorporation.

**ARTICLES XIII.  
AMENDMENTS**

These Bylaws may be amended, at a regular or special meeting of members, by vote of a majority of a quorum of each class of members present in person or by proxy. The Association cannot be voted out of existence for any reason whatsoever.

**ARTICLE XIV.  
CONFLICTS**

In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; in the case of any conflict between the Restrictive Covenants and these Bylaws, the Restrictive Covenants shall control.

  
Ben C. Boynton

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**FLORIDA DEPARTMENT OF STATE**  
**Division of Corporations**

November 23, 2005

**BEN C. BOYNTON**  
2735 MILLER LANDING RD  
TALLAHASSEE, FL 32312

The Articles of Incorporation for THE FLOWERS SUBDIVISION PROPERTY OWNERS ASSOCIATION, INC. were filed on November 23, 2005 and assigned document number N05000011805. Please refer to this number whenever corresponding with this office regarding the above corporation. The certification you requested is enclosed.

**PLEASE NOTE:** Compliance with the following procedures is essential to maintaining your corporate status. Failure to do so may result in dissolution of your corporation.

A corporation annual report must be filed with this office between January 1 and May 1 of each year beginning with the calendar year following the year of the filing/effective date noted above and each year thereafter. Failure to file the annual report on time may result in administrative dissolution of your corporation.

A federal employer identification (FEI) number must be shown on the annual report form prior to its filing with this office. Contact the Internal Revenue Service to insure that you receive the FEI number in time to file the annual report. To obtain a FEI number, contact the IRS at 1-800-829-3676 and request form 994 or by going to their website at [www.irs.ustreas.gov](http://www.irs.ustreas.gov).

Should your corporate mailing address change, you must notify this office in writing, to insure important mailings such as the annual report notices reach you.

Should you have any questions regarding corporations, please contact this office at the address given below.

Dale White, Document Specialist  
NEW FILINGS

Letter Number: 105A00065981

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P.O. BOX 6827 -Tallahassee, Florida 32314

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# State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of THE FLOWERS SUBDIVISION PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, filed on November 23, 2005, as shown by the records of this office.

The document number of this corporation is N05000011805.



CR2002 (11-05)

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Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Twenty-third day of November, 2005

Handwritten signature of David F. Mann.

David F. Mann  
Secretary of State



ARTICLES OF INCORPORATION  
OF  
THE FLOWERS SUBDIVISION  
PROPERTY OWNERS ASSOCIATION, INC.

FILED  
05 NOV 23 AM 9:24  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

I, the undersigned, acting as incorporator of a nonprofit corporation under Chapter 617 of the Florida Statutes, do hereby adopt the following Articles of Incorporation:

ARTICLE I

The name of the corporation (hereinafter called the Association) is THE FLOWERS SUBDIVISION PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE II

The owners of property in THE FLOWERS SUBDIVISION shall be members of this Association. The legal description of the property composing THE FLOWERS SUBDIVISION is described in Exhibit "A".

The specific primary purposes for which the Association is formed are to provide for maintenance of easements and common area and architectural control of buildings on the residence lots within the THE FLOWERS SUBDIVISION. Generally, the Association's purpose is to promote the health, safety, and welfare of the residents within the Association.

In furtherance of the specific and general purposes, the Association shall have power to:

- (a) Perform all of the duties and obligations of the Association as set forth in restrictive covenants applicable to the Association;
- (b) Affix, levy, collect and enforce payment by any lawful means of, all charges and assessments pursuant to the terms of the applicable restrictive covenants; and pay all

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expenses in connection therewith, and all office and other expenses incidental to the conduct of the business of the Association;

(c) Acquire (by gift, purchase, or otherwise), own, hold and improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate to public use, or otherwise dispose of, real and personal property in connection with the affairs of the Association;

(d) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes; or annex additional residential property or common areas, provided that any merger, consolidation or annexation shall have the assent by vote or written instrument of one-half (1/2) of each class of members;

(e) Have and exercise any and all powers, rights, and privileges that a non-profit corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise.

The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by assessments against members as provided in the restrictive covenants, and no part of any net earnings of the Association will inure to the benefit of any member.

ARTICLE III

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is within the property described in Exhibit "A", but excluding persons or entities holding title merely as security for performance of an obligation, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a lot.

ARTICLE IV

The period of duration of the Association shall be perpetual.

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ARTICLE V

The address of the principal office of the Association, and the name of the registered agent at such address, is:

BEN C. BOYNTON  
2735 Miller Landing Road  
Tallahassee, FL 32312

ARTICLE VI

The affairs of the Association shall be managed by a board of directors, a president and vice president, who shall at all times be members of the board of directors, and a secretary and treasurer. Such officers shall be elected at the first meeting of the board of directors following each annual meeting of members. Directors shall be elected according to the Bylaws.

The names of the officers who are to serve until the first election are:

BEN C. BOYNTON  
DOUG TURNER  
ANNE R. BOYNTON

President  
Vice-President  
Secretary/Treasurer

ARTICLE VII

The number of persons constituting the first board of directors of the Association shall be three (3), and the names and addresses of the persons who shall serve as directors until the first election are:

BEN C. BOYNTON  
2735 Miller Landing Road  
Tallahassee, FL 32312

DOUG TURNER  
508-A Capital Circle SE  
Tallahassee, FL 32301

ANNE R. BOYNTON  
2735 Miller Landing Road  
Tallahassee, FL 32312

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ARTICLE VIII

The Architectural Control Committee for THE FLOWERS SUBDIVISION shall consist of three (3) or more members. The names and addresses of the persons who shall serve as members are:

BEN C. BOYNTON  
2735 Miller Landing Road  
Tallahassee, FL 32312

DOUG TURNER  
508-A Capital Circle SE  
Tallahassee, Florida 32301

WILL C. BOYNTON  
2520 Ox Bottom Rd.  
Tallahassee, Florida 32312

ARTICLE IX

The Bylaws of the Association may be made, altered, or rescinded at any annual meeting of the Association, or at any special meeting duly called for such purpose, on the affirmative vote of two-thirds (2/3) of each class of members existing at the time of and present at such meeting except that the initial Bylaws of the Association shall be made and adopted by the board of directors.

ARTICLE X

Amendments to these Articles of Incorporation may be proposed by any member of the Association. These Articles may be amended at any annual meeting of the Association or at any special meeting duly called and held for such purpose, on the affirmative vote of a majority of each class of members existing at the time of, and present at such meeting or voting by proxy.

ARTICLE XI

The Association shall have two (2) classes of voting members as follows:

Class A Class A members shall be all owners of property within the Association with the exception of Declarant, and shall be entitled to one (1) vote for each unit

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owned as defined in the restrictive covenants. When more than one (1) interest in any lot, all such persons shall be members. The vote or votes exercised as such members may determine among themselves.

**FILED**  
NOV 23 AM 9:24  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Class B — The Class B member shall be the Declarant, as such term is defined in the Declaration of Restrictive Covenants of THE FLOWERS SUBDIVISION, who shall be entitled to two (2) votes for each lot within the Association owned by Declarant. The Class B membership shall cease and be converted to Class A membership as provided in the Declaration of Restrictive Covenants of THE FLOWERS SUBDIVISION.

ARTICLE XII

On dissolution, the assets of the Association shall be distributed to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event such distribution is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust, or other organization organized and operated for such similar purposes.

ARTICLE XIII

Incorporator: Ben C. Boynton  
2735 Miller Landing Rd.  
Tallahassee, Fl. 32311

~~Incorporator~~

I, Ben C. Boynton, accept my position as registered agent.

~~Registered Agent~~

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December 23, 2008

Amendment to Declaration  
Of Restrictive Covenants of Flowers Subdivision Phase I

WHEREAS, Flowers subdivision is a residential real estate development in Wakulla County, Florida ("Flowers"), and

WHEREAS, Ben C. Boynton is the developer of Flowers, and

WHEREAS, Ben C. Boynton developed Flowers as three consecutive phases, known as Phase I, II, and Phase III, and

WHEREAS, Phase I consist of those lands described in Plat Book 4, Pages 49-52 of the Public Records of Wakulla County, Florida, and

WHEREAS, Ben C. Boynton reserved the right under Article IX, Section 5 of applicable restrictive covenants, to add to, alter, amend, revoke, release and waive this declaration until January 1, 2009, and

WHEREAS, Ben C. Boynton will alter, to the extent necessary and allowable, the governing documents of the homeowner's association to accomplish this intent,

THEREFORE, I, Ben C. Boynton as the Declarant, hereby alter Article VII Section 1 to allow certain lots to convey traffic from Flowers to adjacent properties and conversely to allow traffic from adjacent properties to enter and traverse the Flowers.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year above written,

Signed, sealed and delivered in our presence:

Witness Signature

*Murlane L. Vice*

*Ben C. Boynton*

Witness Printed Name Murlane L. Vice

Ben C. Boynton

2735 Miller Landing Rd.

Tallahassee, FL 32312

Witness Signature

*Frances F. Strike*

Witness Printed Name Frances F. Strike

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of December, 2008 by Ben C. Boynton, Individually who is personally known to me or has produced current driver's license as identification

State of Florida

County of Leon



*Murlane L. Vice*  
Murlane L. Vice, Notary Public

December 31, 2008

Amendment to Declaration  
Of Restrictive Covenants of Flowers Subdivision Phase I

WHEREAS, Flowers subdivision is a residential real estate development in Wakulla County, Florida ("Flowers"), and

WHEREAS, Ben C. Boynton is the developer of Flowers, and

WHEREAS, Ben C. Boynton developed Flowers as three consecutive phases, known as Phase I, II, and Phase III, and

WHEREAS, Phase I consist of those lands described in Plat Book 4, Pages 49-52 of the Public Records of Wakulla County, Florida, and

WHEREAS, Ben C. Boynton reserved the right under Article IX, Section 5 of applicable restrictive covenants, to add to, alter, amend, revoke, release and waive this declaration until January 1, 2009, and

WHEREAS, Ben C. Boynton will amend, to the extent necessary and allowable, the governing documents of the homeowner's association to accomplish this intent;

THEREFORE, I, Ben C. Boynton as the Declarant, hereby alter Article IX, Section 5 to read until January 10, 2010.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year above written,

Signed, sealed and delivered in our presence:

Witness Signature *Michelle A. Nix*

Witness Printed Name Michelle A. Nix

*[Signature]*

Ben C. Boynton

2735 Miller Landing Rd.

Tallahassee, Fl 32312

Witness Signature *[Signature]*

Witness Printed Name Jenny Henderson

The foregoing instrument was acknowledged before me this 31<sup>ST</sup> day of December, 2008 by Ben C. Boynton, individually who is personally known to me or has produced current driver's license as identification

State of Florida

County of Leon

*[Handwritten Signature]*



December 30, 2008

Amendment to Declaration  
Of Restrictive Covenants of Flowers Subdivision Phase I

WHEREAS, Flowers subdivision is a residential real estate development in Wakulla County, Florida ("Flowers"), and

WHEREAS, Ben C. Boynton is the developer of Flowers, and

WHEREAS, Ben C. Boynton developed Flowers as three consecutive phases, known as Phase I, II, and Phase III, and

WHEREAS, Phase I consist of those lands described in Plat Book 4, Pages 49-52 of the Public Records of Wakulla County, Florida, and

WHEREAS, Ben C. Boynton reserved the right under Article IX, Section 5 of applicable restrictive covenants, to add to, alter, amend, revoke, release and waive this declaration until January 1, 2009, and

WHEREAS, Ben C. Boynton will amend, to the extent necessary and allowable, the governing documents of the homeowner's association to accomplish this intent.

THEREFORE, I, Ben C. Boynton as the Declarant, hereby amend Article VII Section 8 from one thousand six hundred (1,600) sq. ft. to one thousand four hundred (1,400) sq. ft..

In Witness Whereof, the said grantor has signed and sealed these presents the day and year above written,

Signed, sealed and delivered in my presence:

Witness Signature

*[Handwritten Signature]*

Witness Printed Name

*[Handwritten Name]*

*[Handwritten Signature]*

Ben C. Boynton

2735 Miller Landing Rd.  
Tallahassee, FL 32312

Witness Signature

*[Handwritten Signature]*

Witness Printed Name

*[Handwritten Name]*

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of December, 2008 by Ben C. Boynton, individually who is personally known to me or has produced current driver's license as identification

State of Florida  
County of Leon

*[Handwritten Signature]*





THIS INSTRUMENT PREPARED BY:

Bruce I. Wiener, Attorney  
Gardner, Wadsworth, Duggar, Bist & Wiener, P.A.  
1300 Thomaswood Drive  
Tallahassee, Florida 32308  
(850) 385-0070  
Matter No.: 04.2282

Inst:0000213015 Date:07/07/2004 Time:13:15

Doc Stamp-Book : 0.70

MC, Great Thousand, WAKULLA County B:546 P:326

### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Easement Agreement") is made, given, and entered into this ~~27<sup>th</sup>~~ day of June, 2004, by and between THE ST. JOE COMPANY, a Florida corporation, whose mailing address is 245 Riverside Avenue, Suite 500, Jacksonville, Florida 32202 ("St. Joe") and BEN C. BOYNTON, whose mailing address is 2735 Miller Landing Road, Tallahassee, Florida 32312 ("Boynton").

#### **Background Facts:**

A. Boynton is the owner of that certain real property located in Wakulla County, Florida, as more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (the "Property").

B. Boynton desires to obtain from St. Joe, and St. Joe desires to grant to Boynton a non-exclusive easement for utilities over, under, through and across the property described on Exhibit "B" attached hereto and by this reference incorporated herein (the "Easement Parcel") in order to provide utility services to the Property pursuant to the terms and conditions provided below.

#### **Terms and Conditions:**

IN CONSIDERATION of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, St. Joe and Boynton agree as follows:

- Background Facts:** The Background Facts set forth above are agreed to be true and correct and are incorporated into the terms and conditions of this Easement Agreement.
- Utility Easement:** St. Joe hereby grants to Boynton a perpetual, non-exclusive easement for utilities ("the Utility Easement") over, under, through and across the Easement Parcel for purposes of providing utilities to the Property.
- Compliance With Applicable Laws; Maintenance:** Use of the Utility Easement shall only be in full compliance with applicable laws, rules and regulations. Boynton shall not construct or install fences or gates on the Easement Parcel. St. Joe shall have no obligation to repair or maintain the Easement Parcel. Boynton shall promptly repair any damage to the Easement Parcel caused by Boynton or Boynton's agents, independent contractors or employees.
- Indemnification.** Boynton agrees to indemnify and to defend and hold harmless St. Joe from and against any claim, loss, cost, damage or expense, asserted against, or incurred by St. Joe, its

successors and assigns, as the owner of the Easement Parcel, arising out of this Easement Agreement or in connection with the use of the Easement Parcel by Boynton or Boynton's agents, independent contractors or employees. The duty of Boynton to indemnify, defend and hold harmless St. Joe, as provided above, will apply even if the loss arises out of, or is alleged to have arisen out of, any negligent act or omission of St. Joe.

5. Severability: All provisions of this Easement Agreement are intended to be severable. If any provision of this Easement Agreement is deemed void or unenforceable by any court of competent jurisdiction, then the remaining provisions shall continue in full force and effect.

6. Successors, Assigns, Heirs and Personal Representatives: The terms and conditions of this Easement Agreement shall apply to, bind and inure to the benefit of the successors, assigns, heirs and personal representatives of the parties to this Easement Agreement.

7. Appurtenant rights: The Utility Easement granted herein shall run with the title to the Property, the Property being the land intended to be served.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement the day and year first above written.

WITNESSES:

[Signature]  
Print Name: John Equie

THE ST. JOE COMPANY, a Florida corporation

[Signature]  
Print Name: Hattie Henderson

By: [Signature]  
Michael N. Regan  
Senior Vice President

STATE OF FLORIDA,  
COUNTY OF Duval.

The foregoing Easement Agreement was acknowledged before me this 28 day of June, 2004, by Michael N. Regan as Senior Vice President of The St. Joe Company, a Florida corporation, on behalf of the corporation. He is  personally known to me or has  produced \_\_\_\_\_ as identification.

[Signature]

NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



[Signature]  
Print Name: Bruce T. Wiener

[Signature]  
Print Name: Jo-Lyn Poimer

[Signature]  
Ben C. Boynton

STATE OF FLORIDA,  
COUNTY OF Leon

The foregoing Easement Agreement was acknowledged before me this 20<sup>th</sup> day of June, 2004, by Ben C. Boynton. He is  personally known to me or has  produced FL Driver License as identification.

[Signature]

NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

UNOFFICIAL



Jo-Lyn Poimer  
MY COMMISSION # DD144519 EXPIRES  
September 20, 2006  
BONDED THRU TRICY FARM INSURANCE, INC.

Inst:0000213015 Date:07/07/2004 Time:13:15  
Doc Stamp-Ded: 0.70  
DC, Brent Thurnand, VANILLA County #:546 P:320

**Exhibit "A"**

Commence at a U.S. Government concrete monument marking the Northeast corner of the South Half of the Southwest Quarter of Section 31, Township 2 South, Range 1 West, Wakulla County, Florida, and thence run South 00 degrees 21 minutes 17 seconds West 90.56 feet to a concrete monument for the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 89 degrees 40 minutes 51 seconds West 2550.83 feet to a St. Joe Paper Company concrete monument on the West boundary of said Section 31, thence run North 00 degrees 35 minutes 07 seconds West along said West boundary 1205.85 feet to a U.S. Government concrete monument on the East boundary of a 100.00 foot Powerline Easement, thence run North 00 degrees 28 minutes 22 seconds East along said West boundary and along said Powerline Easement 1847.38 feet, thence run North 12 degrees 32 minutes 44 seconds East along said Powerline Easement 592.14 feet, thence run North 00 degrees 04 minutes 58 seconds West along said Powerline Easement 66.73 feet to the Southwesterly right-of-way boundary of State Road No. 267, thence run South 54 degrees 32 minutes 43 seconds East along said right-of-way boundary 4829.25 feet, thence run South 35 degrees 27 minutes 17 seconds West 491.60 feet, thence run South 26 degrees 05 minutes 59 seconds East 2023.88 feet to a point on the Northerly right-of-way boundary of Woodrich Road, thence run North 89 degrees 23 minutes 01 seconds West along said Northerly right-of-way boundary 1468.73 feet to a St. Joe Paper Company concrete monument lying on the Easterly boundary line of the West half of the Northwest Quarter of the Northeast Quarter of Section 6, Township 3 South, Range 1 West, thence run North 00 degrees 02 minutes 33 seconds West 52.59 feet to a U.S. Government concrete monument marking the Northeast corner of the West half of the Northwest Quarter of the Northeast Quarter of said Section 6, thence run North 89 degrees 42 minutes 30 seconds West 659.15 feet to a U.S. Government concrete monument marking the Northwest corner of the Northeast Quarter of said Section 6, thence run North 00 degrees 22 minutes 44 seconds East along the Easterly boundary line of the West half of said Section 31 for a distance of 1235.44 feet to the POINT OF BEGINNING containing 268.42 acres, more or less.

Instr: 0408213015 Date: 07/07/2004 Time: 13:15

Doc Stamp-Book: 0.70

BC, Brent Thurmond, WAKULLA County B:546 P:329

EXHIBIT "B"

**Edwin G. Brown  
& Associates, Inc.**

SURVEYORS • MAPPERS • ENGINEERS

Inst: 0000213015 Date: 07/07/2004 Time: 13:15

Doc Stamp-Seed: 6.70

DC, Invt. Thurmond, WAKULLA County R:546 P:200

June 8, 2004

(Revised: June 24, 2004)


**ST. JOE TIMBERLAND COMPANY**

**50 FOOT WIDE UTILITY EASEMENT**

I hereby certify that this is a true and correct representation of the following described property and that this description substantially meets the minimum technical standard for land surveying (Chapter 61G17, Florida Administrative Code).

Commence at a U.S. Government concrete monument marking the Northeast corner of the South Half of the Southwest Quarter of Section 31, Township 2 South, Range 1 West, Wakulla County, Florida, and thence run South 00 degrees 21 minutes 17 seconds West 90.56 feet to a concrete monument; thence South 00 degrees 22 minutes 44 seconds West 1235.44 feet to a concrete monument; thence South 89 degrees 42 minutes 30 seconds East 659.15 feet to a concrete monument; thence South 00 degrees 02 minutes 33 seconds East 32.59 feet to a concrete monument lying on the Northerly right of way of Woodrich Road; thence run along said right of way South 89 degrees 23 minutes 01 seconds East 1468.73 feet to a rod and cap for the POINT OF BEGINNING; thence from said POINT OF BEGINNING continue South 89 degrees 23 minutes 01 seconds East 465.16 feet to a rod and cap marking the intersection of said right of way and the Westerly right of way of U.S. Highway Number 319; thence run along said Westerly right of way North 00 degrees 28 minutes 56 seconds East 50.00 feet; thence leaving said right of way run North 89 degrees 23 minutes 01 seconds West 490.32 feet; thence South 26 degrees 05 minutes 59 seconds East 55.98 feet to the POINT OF BEGINNING.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary of the subject property. It is possible there are deeds of records, unrecorded deeds, easements or other instruments which could affect the boundaries.

  
WADE G. BROWN  
Surveyor & Mapper  
Florida Certificate No. 5959  
(LB 6475)

02-289PSC:21344

LEGAL521344.e.wpd