

MEADOW LANE

RESTRICTIVE COVENANTS

STATE OF FLORIDA
COUNTY OF LEON,

DR1078PC1679

RECORDED IN THE PUBLIC
RECORDS OF LEON COUNTY, FLA.
AUG 19 3 56 PM 1983
FBI
CLERK OF CIRCUIT COURT

633480

This declaration of restrictive covenants made and published
this 18th day of August, 19 83, by the undersigned
hereinafter referred to as Owners,

W I T N E S S E T H :

That, whereas, the Owners are the Owners of the real property
described as lots 1 through 15 in Exhibit "A" attached
hereto, situate, lying and being in Leon County, Florida;

WHEREAS, it is to the interest, benefit and advantage of the
Owners and to each and every person who shall hereafter purchase
any lot that certain protective covenants governing and regu-
lating the use and occupancy of the same shall be established,
set forth and declared to be covenants running with the land;

NOW THEREFORE, for and in consideration of the premises and of
the benefits to be derived by the Owners and each and every
subsequent owner of any of the lots, said Owners do hereby set
up, establish, promulgate and declare the following protective
covenants to apply to all of said lots and to all persons owning
said lots, or any of them, hereafter; these protective covenants
shall become effective immediately and run with the land and
shall be binding upon all persons claiming under and through
the Owners for a period of thirty (30) years from the date
these covenants are recorded, after which time they shall be
extended automatically for successive periods of ten (10)
years. Owners and their successors and assigns, by this
declaration and all further Owners of the property described
in Exhibit "A" attached hereto, by acceptance of their deeds,
covenant as follows:

1. LAND USE AND BUILDING TYPE. No lot shall be used
except for residential purposes. No building shall be erected,
altered, placed or permitted to remain on any lot other than one,
detached single-family dwelling not to exceed two and one-half
(2½) stories in height with a maximum height of thirty-five (35)
feet and a private garage for not more than three (3) cars. No
lot may be subdivided.

2. ARCHITECTURAL CONTROL. No building shall be erected,
placed or altered on any lot until the construction plans and
and specifications and a plan showing the location of the structure
have been approved by the architectural control committee as to
quality of workmanship and materials, harmony of external design
with existing structures, and as to location with respect to top-

ography and finish grade elevation.

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3. DWELLING QUALITY AND SIZE. No dwelling shall be permitted on any lot unless the heated ground floor area of the main structure shall contain as least 1,100 square feet for a one-story dwelling, exclusive of carport, garage, open or screened porches, etc. For all dwellings other than a one-story dwelling, the heated ground floor area shall be at least 800 square feet provided that the total square feet, exclusive of carport, garage, open or screened porches, is at least 1,100 square feet.

4. BUILDING LOCATION. All homes shall be built facing the private roadway. All structures shall be erected in accordance with the applicable local zoning code. In any event, no building shall be erected nearer than 80 feet from the front property line of each lot. No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any lot nearer than 50 feet to the rear lot line.

5. REVOCATION OR AMENDMENT. This declaration shall not be revoked or any of the provisions herein amended unless the owners of 8 lots agree to such revocation or amendment by duly recorded instruments. As long as one owner shall own more than fifty percent (50%) of the lots indicated in Exhibit "A", the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

6. ASSESSMENTS OR CHARGES. The owner of any lot, by acceptance of a deed therefor, shall be deemed to covenant and agree to pay assessments or charges, which shall be used exclusively for the maintenance on the private roadway and nothing else. Such assessments shall be fixed, established and collected in the amount and at the time determined by a majority vote of the owners of the 15 lots described in Exhibit "A" and shall be divided equally among said owners. The assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment became due.

If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with interest thereon and cost of collection thereof, as hereinafter provided, become a continuing lien on the property which will bind such

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property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid within Thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of fifteen (15) percent per annum, and the remaining property owners may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to the amount of such assessment interest on the assessment and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

For the year beginning Jan 2, 1984, and for each annual period thereafter until a majority of the lot owners agree to change the amount of the assessment, the annual assessment shall be paid on or before Jan. 2nd and on Jan. 2nd of each year thereafter.

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

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

8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.

9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder or realtor to advertise the property during the construction and sales period.

10. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

11. FENCES. No fence shall be erected nearer than 25 feet from the front lot line of any lot. All fences shall be of a decorative type, except that a chain link fence may be used if shrubbery is planted along the fence between the fence and the road. The architectural control committee shall approve fences in the same manner as it approves house plans.

12. ON-SITE GENERATED RUN OFF. In order to comply with the provisions of Leon County Ordinance 73-10 as amended by 73-57 and 73-5, the owners of each of the 15 lots described in Exhibit "A" (attached hereto) shall, at the time that a dwelling is built on their lot, make provisions on the said lot for controlling runoff, sedimentation and erosion as defined in the aforesaid ordinances. Rather than make a separate computation on each lot, a uniform minimum volume of 1,750 cubic feet of water shall be controlled on each lot. Said cubic feet shall include the proportionate share of the roadway. The control may be effectuated by grading or the use of "berms" or other methods incorporating sound engineering principals. This permit shall be obtained under the provisions of the above referenced ordinances by the person owning the lot at the time the construction commences and it shall be the duty of the said owner to secure a permit from Leon County authorities concerning this paragraph. Nothing in this paragraph shall excuse performance under any applicable state statute or local ordinance.

13. ARCHITECTURAL CONTROL COMMITTEE. No building shall be erected, placed or altered on any of the 15 building sites covered by these restrictions, until the building plans, specifications and plot plans showing the location of such building has been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of building with respect to topography and finished ground elevation, by a committee composed of Joel E. Majors and Kay L. Majors, or their successors. These 2 committee members shall serve until they resign or are replaced or removed by a majority vote of the owners of the 15 lots covered by these restrictions. In the event a member of this committee desires to build on one of the 15 lots, he shall resign prior to submitting his plans and his successors shall be elected by a majority vote of the owners of the 15 lots. In any balloting or voting called for in these restrictions, the owner or owners collectively of each lot shall be entitled to one (1) vote. There shall be a total of 15 votes. In the event said committee or its designated representatives fail to approve or disapprove designs and plans and locations within fifteen (15) days after said plans and specifications have been submitted to it, or in any event if no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, these covenants shall be deemed to have been complied with. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

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14. ROADWAY EASEMENT. By acceptance of their deed, each of the owners of the 15 lots shall be deemed to have granted an easement of right-of-way over a portion of their property, described hereinafter in Exhibit "A" attached hereto for the purposes of ingress and egress and utilities. All owners of each of the 15 lots described in Exhibit "A" shall have full and free right and liberty for them and their tenants, servants, visitors and licensees, in common with all persons having the like right, at times hereafter, for all purposes connected with the lawful use and enjoyment of land, to pass and repass along the roadway located and described on the plat included in Exhibit "A" attached hereto and made a part hereof. The term utilities as described above shall include, but not be limited to water, electric, telephone and cablevision services.

15. PRIOR EASEMENTS GRANTED. The owners hereby give notice and reserve the right to grant easements for a period not to exceed six (6) months from the date of these covenants to the appropriate agency in connection with the installation of water and electrical services; a cablevision company in connection with the installation and maintenance of cablevision services, and Central Telephone Company in connection with the installation and maintenance of telephone service, and said easements shall be confined to the land described as the roadway easement described on page 2 of Exhibit "A".

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Thig. Hill
Witness
[Signature]
Witness

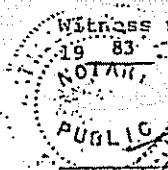
Joel Majors (SEAL)
Kay Majors (SEAL)

STATE OF FLORIDA
COUNTY OF LEON,

BEFORE ME, an officer duly authorized in the State aforesaid
and in the County aforesaid, this day personally appeared

JOEL E. MAJORS & KAY L. MAJORS, to me known to be
the person described in and who executed the foregoing Restrictive
Covenants and they acknowledged before me that they executed
the same for the purposes therein expressed.

Witness my hand and official seal this 18th day of August



[Signature]
Notary Public, State of Florida (SEAL)

11/3/85

Notary Public, State of Florida
My Commission Expires Nov. 3, 1985

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

OR1078PG1684

Witness (SEAL)

Witness (SEAL)

STATE OF FLORIDA
COUNTY OF LEON,

BEFORE ME, an officer duly authorized in the State aforesaid and
in the County aforesaid, this day personally appeared

_____, to me known to be
the person described in and who executed the foregoing Restrictive
Covenants and they acknowledged before me that they executed the
same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____,
19_____.

Notary Public, State of Florida at Large (SEAL)
My Commission Expires:

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness (SEAL)

Witness (SEAL)

STATE OF FLORIDA
COUNTY OF LEON,

BEFORE ME, an officer duly authorized in the state aforesaid and
in the County aforesaid, this day personally appeared

_____, to me known to be
the person described in and who executed the foregoing Restrictive
Covenants and they acknowledged before me that they executed the
same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____,
19_____.

Notary Public, State of Florida at Large (SEAL)
My Commission Expires:

DF155720007

AMENDMENT TO RESTRICTIVE COVENANTS
OF MEADOW LANE

THIS AMENDMENT to the Declaration of Restrictive covenants of Meadow Lane recorded in Official records Book 1078, Page 1679 of the Public Records of Leon County, Florida is made by a majority of the owners of the property described in said Restrictive Covenants.

W I T N E S S E T H:

The Restrictive Covenants are amended as follows:

5. REVOCATION OR AMENDMENT. This declaration may be amended upon the approval of at least two-thirds of the members. The common area can not be mortgaged or conveyed without the consent of at least two-thirds of the members. There shall be no provision for class B membership.

16. There shall be formed a not-for-profit corporation called Summerdale Neighborhood Association, Inc. All owners of the property described in Exhibit "A" of the restrictive covenants above-described shall be entitled to voting rights in the association. Membership is appurtenant to, and inseparable from, ownership of the lot.

DATED this 17 day of April, 1992.

1120633

RECORDED IN THE PUBLIC
RECORDS OF LEON COUNTY, FLA.
APR 21 2 10 PM '92
CLERK OF CIRCUIT COURT

Prepared By:
Susan Thompson
1530 Metropolitan Blvd.
1120633 See FL
32308

CP1557P0008

DATED this 15 day of April, 1992.

Barry McAlister
BARRY MCALISTER

STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, a Notary Public authorized in the State and County named above to take acknowledgments, personally appeared BARRY Mc ALISTEE, who is personally known to me/presented M242-542-41-142-0 F1 as identification and who executed the foregoing Amendment to the Restrictive Covenants, and acknowledged before me that he/she executed the same for the uses and purposes therein expressed and did not take an oath.

WITNESS my hand and official seal in the State and County named above this 15th day of April, 1992.

June T. Manning
NOTARY PUBLIC JUNE T. MANNING

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES APRIL 1, 1994
BUNDED TRUST CENTRAL INC. END.

DR1557PC0009

DATED this 15 day of April, 1992.

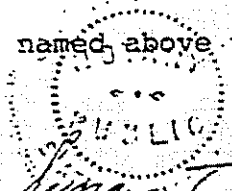
Charles J. Ziegmont
CHARLES J. ZIEGMONT

STATE OF FLORIDA

COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, a Notary Public authorized in the State and County named above to take acknowledgments, personally appeared CHARLES J. ZIEGMONT, who is personally known to me/presented FIA. LICENSE as identification and who executed the foregoing Amendment to the Restrictive Covenants, and acknowledged before me that he/she executed the same for the uses and purposes therein expressed and did not take an oath.

WITNESS my hand and official seal in the State and County named above this 15TH day of April, 1992.

A circular notary seal for June T. Manning, Notary Public, State of Florida. The seal contains the text "NOTARY PUBLIC" and "STATE OF FLORIDA".
June T. Manning
NOTARY PUBLIC / JUNE T. MANNING

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR. 1, 1994
BONDED THRU GENERAL INS. UND.

DR1557P0010

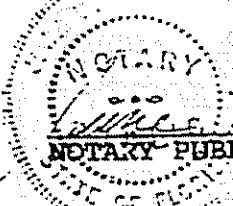
DATED this 16 day of April, 1992.

Judith Ann Suplee
JUDITH ANN SUPLEE

STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, a Notary Public authorized in the State and County named above to take acknowledgments, personally appeared Judith Ann Suplee, who is personally known to me/presented S148-421-45-823-PL as identification and who executed the foregoing Amendment to the driver's license Restrictive Covenants, and acknowledged before me that he/she executed the same for the uses and purposes therein expressed and did not take an oath.

WITNESS my hand and official seal in the State and County named above this 16th day of April, 1992.


June T. Manning
NOTARY PUBLIC / JUNE T. MANNING
NOTARY PUBLIC STATE OF FLORIDA
EXPIRES IN EXP. APR. 1993
FLOOR PLAN GENERAL INS. UND.

DP1557P0011

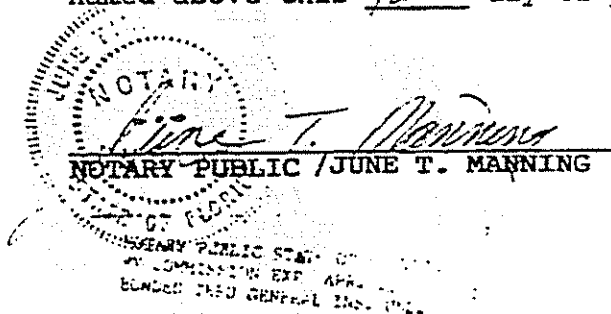
DATED this 16th day of April, 1992.

Paul E. Petit
PAUL E. PETIT

STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, a Notary Public authorized in the State and County named above to take acknowledgments, personally appeared PAUL E. Petit, who is personally known to me/presented military identification card as identification and who executed the foregoing Amendment to the Restrictive Covenants, and acknowledged before me that he/she executed the same for the uses and purposes therein expressed and did not take an oath.

WITNESS my hand and official seal in the State and County named above this 16th day of April, 1992.



DF1557PC0012

DATED this 17 day of APRIL, 1992.

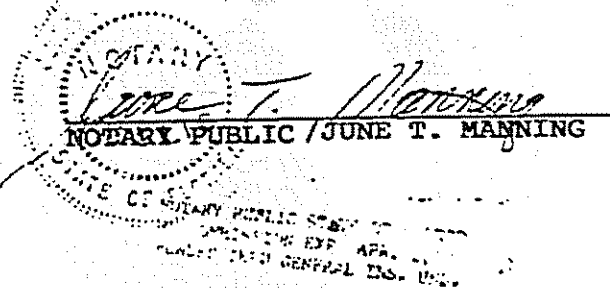

SIDNEY A. WINCHESTER, JR.

STATE OF FLORIDA

COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, a Notary Public authorized in the State and County named above to take acknowledgments, personally appeared SIDNEY A. WINCHESTER JR. who is personally known to me/presented WS22-781-60-162 as identification and who executed the foregoing Amendment to the Restrictive Covenants, and acknowledged before me that he/she executed the same for the uses and purposes therein expressed and did not take an oath.

WITNESS my hand and official seal in the State and County named above this 17th day of April, 1992.



DR1557P0013

DATED this 16 day of April, 1992.

Sonya S. Tinter
SONYA S. TINTER

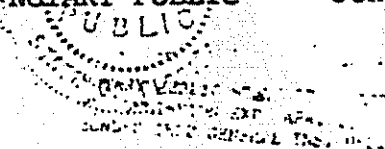
STATE OF FLORIDA

COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, a Notary Public authorized in the State and County named above to take acknowledgments, personally appeared Sonya S. Tinter, who is personally known to me/presented T536-797-64-875 as identification and who executed the foregoing Amendment to the Restrictive Covenants, and acknowledged before me that he/she executed the same for the uses and purposes therein expressed and did not take an oath.

WITNESS my hand and official seal in the State and County named above this 16th day of April, 1992.

June T. Manning
NOTARY PUBLIC JUNE T. MANNING



DF1557P0014

DATED this 16 day of April, 1992.

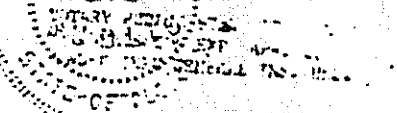
Charles J. Webb, II
CHARLES J. WEBB, II

STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, a Notary Public authorized in the State and County named above to take acknowledgments, personally appeared Charles Ray Webb II, who is personally known to me/presented W1705-156-66-367-0 as identification and who executed the foregoing Amendment to the Restrictive Covenants, and acknowledged before me that he/she executed the same for the uses and purposes therein expressed and did not take an oath.

WITNESS my hand and official seal in the State and County named above this 16th day of April, 1992.

June T. Manning
NOTARY PUBLIC/JUNE T. MANNING



DATED this 17th day of April, 1992.

DR1557P0015

Joyce Copeland
JOYCE COPELAND

STATE OF FLORIDA

COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, a Notary Public authorized in the State and County named above to take acknowledgments, personally appeared Joyce Copeland, who is personally known to me/presented DLE C145-420-45-764-0 as identification and who executed the foregoing Amendment to the Restrictive Covenants, and acknowledged before me that he/she executed the same for the uses and purposes therein expressed and did not take an oath.

WITNESS my hand and official seal in the State and County named above this 17th day of April, 1992.

NOTARY PUBLIC

JUNE T. MANNING

