

COVENANTS AND RESTRICTIONS
MEADOWBROOK, UNIT V

01318-1880

WHEREAS, COMMUNITY DEVELOPMENT CORPORATION, INC., a Florida corporation, ("Developer") is the developer of a tract of land known as "Meadowbrook" located in Tallahassee, Leon County, Florida, which land is described in Exhibit "A", and,

WHEREAS, BISBEE-BALDWIN CORPORATION, INC., ("Mortgagee") is the holder of a first mortgage on the majority of said tract of land known as "Meadowbrook," and

WHEREAS, BOYETT HOMES, INC., ("Builder") is the owner of the fee title to Lots 1, 5 and 8 of Block C of said tract of land known as "Meadowbrook," Unit V, and

WHEREAS, Developer, Mortgagee and Builder desire to subject the portion of Meadowbrook described in Exhibit "B" which for convenience is referred to as "Meadowbrook, Unit V", to certain mutual and beneficial restrictions, covenants and conditions for the benefit of Developer and all future owners of lots in Meadowbrook, Unit V.

NOW, THEREFORE, Developer, Mortgagee and Builder declare that all of Meadowbrook, Unit V, shall be conveyed, improved and occupied subject to these covenants and restrictions which shall run with title to the land in Meadowbrook, Unit V, and shall be binding on the Developer, Mortgagee and Builder, and their respective successors and assigns.

ARTICLE I
DEFINITIONS

Section 1.1 Covenants. These restrictions, covenants, terms, conditions and limitations.

Section 1.2 Owner. The person who has record title to a residential parcel.

Section 1.3 Residential Parcel. Each lot in Meadowbrook, Unit V, regardless of whether a dwelling has been constructed on such lot. Residential Parcel shall also refer to any lot in Meadowbrook which is subjected to these Covenants at a later date.

Section 1.4. Resident. Any person or persons occupying a Residential Parcel.

ARTICLE II
ARCHITECTURAL CONTROL COMMITTEE

Section 2.1 Members. Until all lots in Meadowbrook have been developed with a single family residence thereon, Developer shall name not more than three (3) persons who shall constitute the Architectural Control Committee (the "Committee"). Thereafter, the Committee shall consist of three persons selected by a majority vote of the Owners of Residential Parcels.

Section 2.2 Voting Rights. When entitled to elect the members of the Committee, each Residential Parcel shall be entitled to one vote to be cast by the person selected by the Owners of record of the Parcel. The election shall be conducted at the place and time and in the manner from time to time determined by the Owners.

This instrument prepared by:
SHERRY GRANT HALL OF
PENNINGTON, WILKINSON,
DUNLAP, BUTLER & GAUTHIER
Attorneys at Law
Post Office Box 13327
Tallahassee, Florida 32317-3527

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MAY 12 3 51 PM '80
CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA

ARTICLE III
ARCHITECTURAL CONTROLS

Section 3.1 Approval of Plans. All plans for construction of improvements on Residential Parcels including the proposed location thereof, construction materials, and outward appearance including color and texture of exterior materials, whether initial construction or changes or additions to an existing improvement, shall require the approval in writing by the Committee before any work is commenced. Any change in the outward appearance of any improvement, including but not limited to repainting the same in a different color, adding decorative sculptures,, wrought iron grills, or the like, shall also require approval in writing by the Committee before any work is commenced.

Section 3.2 Duties of the Committee. The Committee shall approve or disapprove in writing the plans for an improvement within fifteen (15) business days after all plans for construction of the same are submitted to it in proper form. If the plans are not disapproved within such period, they shall be deemed to have been approved. The plans submitted to the Committee for approval shall include all plans necessary for construction and shall meet the following standards:

3.2.1 Be not less than 1/8"-1' scale.

3.2.2 Show the elevation of the ground on all sides of the proposed structure as it will exist after grading and completion. Foundation and floor plans must show existing grade on each elevation to show the extent of grade cut and fill.

3.2.3 Show the outlines of all foundations, setbacks, three (3) inch hardwood or flowering species trees and all other trees over twelve (12) inches in diameter measured four (4) feet above ground and the species thereof, drives, fences, outbuildings and garages, existing and proposed. No tree shall be removed until all plans and the siting for the improvements have been approved.

3.2.4 Show lot corner elevations along with grading plans showing flow of surface waters across the lot to curb or drainage swales.

3.2.5 Include a list of proposed materials and samples of exterior materials and finishes which cannot be described to the Committee's satisfaction.

Section 3.3 Design Criteria. It is the Developer's intent to create and maintain a subdivision in harmony with its surroundings and the natural elements of the land. In accordance with this intent, the following materials will generally be acceptable subject to approval by the Committee in each specific application: Brick in natural earth tones, vertical or horizontal wood siding stained or bleached, stone, wood, wood shake, natural colored asphalt or slate roofing, and paint in natural earth tones. The following materials and colors generally are unacceptable but may be approved by the Committee in a specific instance: (a) white roofing, (b) high gloss finishes, (c) hot or neon shades of red, pink, purple, green and aqua, and (d) aluminum siding.

Section 3.4 Structure Criteria.

3.4.1 Window air conditioners shall not face the front or the side of a residence. Heating and air conditioning compressors shall be located in the rear of the residence.

3.4.2 Driveways must be paved in either concrete, asphalt or other surfaces approved by the Committee.

3.4.3 All outside radio and T.V. antennas shall be installed in such a way as not to be offensive and shall be placed on the back side of the roof.

3.4.4 All plumbing and heating vents protruding from roofs shall be painted the same color as the roof and shall be mounted on the back side of the roof.

3.4.5 Swimming pools shall be permitted. However, the siting of the pool on the lot must be approved by the Committee prior to construction. Fencing or enclosures must be within specified setback lines.

3.4.6 Since the establishment of inflexible building setback lines for location of homes on lots tends to force construction of homes both directly behind and directly beside other homes with detrimental affects on privacy, view, and preservation of specimen trees, no specific setback lines other than the following minimum setbacks, measured from overhangs, are established by these restrictions:

Side yards	7.5 feet
Front yard	25.0 feet
Rear yard	25.0 feet

In order to assure that location of homes will be staggered where practical and appropriate, so that the maximum amount of view and breeze will be available to each home and that the structures will be located with regard to the topography of each individual lot, the Committee reserves unto itself, its successors and assigns, the right to control absolutely and to solely decide the precise site and location of any home or other structure upon all lots in the Subdivision. Such location shall be determined only after reasonable opportunity is afforded the lot Owner to recommend a specific site. Developer reserves the right to establish specific setback lines applicable to any unsold lots in the Subdivision.

3.4.7 There shall be no silver finish metal doors (including glass sliding doors) or windows of any kind on the front or sides of any home; however, a factory painted or anodized finish may be used. The color of such finish may be black, brown, bronze, or other natural earth tones. Reflective film on windows or glass doors visible from the street shall not be permitted. Insect screening shall be charcoal or bronze.

3.4.8 All fences, including fences for backyards and swimming pools, and shrub lines must be approved by the Committee prior to construction.

3.4.9 The first or main floor area of each dwelling building, exclusive of porches or garages, shall contain not less than 1,400 square feet, exclusive of mechanical and storage areas, in the case of one story structures and not less than 750 square feet in the case of two-story structures, with a ceiling height of not less than eight (8) feet in all enclosed, heated, habitable areas, excepting a dropped ceiling height of 7'6" in kitchens and baths.

3.4.10 Plans for landscaping must be submitted to the Committee for approval as a part of the architectural drawings. A minimum of \$500.00 excluding the cost of rough grading, must be allotted for landscaping of each lot. On corner lots and lots without trees, the landscaping allowance shall be increased to at least \$750.00. All homes shall have sod or springs in the front, side and back yard. Residential landscaping should enhance the privacy of the dwellings; however, it is the intent of the community to maintain the greenbelt and common property areas without strict definition of property lines, and it

is hoped that the Owners will adhere to this intent. It is intended that the Subdivision be developed with recognition of the natural elements of the land.

3.4.11 Garages and carports shall be attached to the residence, and shall be of sufficient size to accommodate two (2) vehicles. Automatic door openers are recommended. Carports shall have an enclosed storage area of not less than 80 square feet. Single car garages and/or carports are not permitted without prior approval of the Committee.

3.4.12 Building debris shall be removed from the lot as often as necessary to keep the lot attractive. Dust abatement and erosion control must be provided in all states of construction.

Section 3.5 Miscellaneous Restrictions.

3.5.1 All lots in the Subdivision are Residential Parcels and shall be used exclusively for single family residential purposes. No lot shall be subdivided as to reduce its size. No structure, except as otherwise provided, shall be erected, altered, placed or permitted to remain on any Residential Parcel other than one, detached single family residence dwelling not to exceed two (2) stories and a private garage for not more than three (3) cars. This shall not prohibit the construction of one residence upon two (2) or more lots. Detached auxiliary buildings, including dog houses, greenhouses and storage buildings, are not permitted without prior approval of the Committee.

3.5.2 All lots, and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained substantially as shown on the approved plans. In order to implement effective control of this item, the Committee reserves the right for itself, its agents after ten (10) days' written notice to any lot Owner, to enter upon any Residential Parcel for the purpose of mowing, pruning, removing, clearing or cutting underbrush, weeds or other unsightly growth and trash which is the opinion of the Committee detracts from the overall beauty and safety of the Subdivision. Such entrance upon such property for such purposes shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday and shall not be a trespass. The Committee may charge the Owner a reasonable cost of such services, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity. The provision of this paragraph shall not be construed as an obligation on the part of the Committee to mow, clear, cut or prune any lot nor to provide garbage or trash removal services. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened as not to be visible from any road, adjacent property, waterway, or golf course within sight distance of the lot at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted.

3.5.3 No animals, except usual household pets, shall be kept on any lot. No more than four (4) four-footed pets will be permitted in any one household. No household pet may be kept on any lot for breeding or commercial purposes.

3.5.4 No noisy, offensive or illegal activities shall be carried on upon any lot. Nothing shall be done on any lot which may be or may become an annoyance or nuisance to the neighborhood. No commercial activity shall be carried on upon any Residential Parcel with the exception of the Developer's real estate sales office.

3.5.5 No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any lot.

3.5.6 All signs, billboards and advertising structures of any kind are prohibited, except builder and subcontractor signs during construction periods, and one professional sign to advertise the property for sale during any sales period. No sign may be nailed or attached to trees. Signs shall not exceed 2' x 2'.

3.5.7 Any dwelling or other structure on any lot in the Subdivision which is destroyed in whole or in part must be rebuilt within one (1) year. All debris must be removed and the lot restored to a sightly condition within sixty (60) days.

3.5.8 No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above any roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. Except as herein provided, no trees shall be permitted to remain within such distance of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines. Any such tree of a rare or unusual species may be permitted to remain in place upon application to and written permission from the Committee and approval by the appropriate city, county or state official or department.

3.5.9 No fence may exceed six (6) feet in height above ground level, and no chain link type fencing may be used. Fences shall not extend towards the respective Owner's front lot line any further than the rear line of the respective Owner's dwelling. All fence construction must be approved in advance by the Architectural Control Committee.

3.5.10 No boat, truck (exceeding the size of standard pick-up), trailer, house trailer, camper, recreational vehicle or similar vehicle shall be parked or stored on any road, street, driveway, yard or lot located in the Subdivision for any period of time in excess of twenty-four (24) hours except in garages.

3.5.11 No tree shown on the plans in accordance with Section 3.2.3 may be removed without the specific prior approval of the Committee. Violation of this covenant shall subject the Owner of the lot to liquidated damages equal to the sum of Twenty Dollars (\$20.00) per inch of diameter measured as specified in Section 3.2.3 for each tree removed without the specified authorization except the maximum liquidated damages shall not exceed Two Thousand Dollars (\$2,000.00) for any lot, which damages shall be payable to the Committee.

3.5.12 Exterior clothes lines, above ground oil or fuel storage containers and treehouses are prohibited.

3.5.13 Basketball backboards are allowed but must be properly hidden from view by an attractive enclosure (design approved by the Committee) or by heavy landscaping and shrubbery.

3.5.14 Solar panels should blend into the improvements. To the extent possible, panels should lie flat on the roof.

ARTICLE IV EASEMENTS

Section 4.1 Developer reserves for itself, its successors and assigns, a right-of-way and easement to erect, maintain and use utilities, electric and telephone poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas sewer, water lines or other public conveniences or utilities, on, in and over a strip of land ten (10) feet in width along the front property line of each lot and on, in and over any area designated as an easement area on the recorded plat of the Subdivision.

Section 4.2 Drainage flow shall not be obstructed or diverted from drainage easements. Developer may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to Developer to be necessary to maintain reasonable standards of health, safety and appearance. These easements include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other action reasonably necessary to install utilities and to maintain reasonable standards of health and appearance but shall not include the right to disturb any improvements erected on a lot which are not located within the specific easement area designated on the plat or in these Covenants. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent lot or lots or into sanitary sewer lines.

Section 4.3 Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any lots in the Subdivision owned by Developer. The easements granted by Developer shall not structurally weaken any improvements or unreasonably interfere with enjoyment of the lots.

Section 4.4 Developer reserves for itself, its successors and assigns, an exclusive easement for the installation and maintenance of radio and television cables within the rights-of-way and easement areas referred to.

ARTICLE V GENERAL PROVISIONS

Section 5.1 Duration. These Covenants shall run with and bind the land submitted or subjected hereto and shall be and remain in effect and shall inure to the benefit of and be enforceable by the Committee its respective legal representatives, heirs, successors and assigns, and can be changed, modified, amended, altered or terminated only by a duly recorded written instrument executed (i) during the time that the Developer is the Committee, by the Developer, or (ii) after the Owners elect the Members of the Committee, by two-thirds (2/3) of the Members.

Section 5.2 Notices. Any notice required to be sent to any person pursuant to any provision of these Covenants will be effective if such notice has been deposited in the United States Mail, postage prepaid, addressed to the person for whom it is intended at his last known place of residence, or to such other address as may be furnished to the Secretary of the Association. The effective date of the notice shall be the date of mailing.

Section 5.3 Assignability. The Developer shall have the right to fully or partially transfer, convey and assign its rights, title and interest under these Covenants to any successor Developer. Developer shall have the right to relinquish any of

its rights under these Covenants by written instrument recorded in the public records of Leon County, Florida.

Section 5.4 Severability. Whenever possible each provision of these Covenants shall be interpreted in such manner as to be effective and valid, but if any provision of these Covenants or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of these Covenants are declared to be severable.

Section 5.5 Disputes and Construction of Terms. In the event of any dispute arising under these Covenants, or in the event of any provision of these Covenants requiring construction, the issue shall be submitted to the Committee. The Committee shall give all persons having an interest in the issue an opportunity to be heard after reasonable notice and the Committee shall, when appropriate, render its decision in writing, mailing copies thereof to all parties who have noted their interest.

Section 5.6 Responsibility. Neither the Committee nor the Developer shall be responsible for defects in plans or specifications approved by the Committee in accordance with these Covenants, nor for any structural or other defects in the improvements constructed in accordance with the plans. The Committee's review of such plans is limited solely to appearance of the improvements and does not include compliance with building or zoning codes.

Section 5.7 Reservation. In each instance where a structure has been erected, or the construction thereof is substantially advanced, in such a manner that the same violates the restrictions contained in Articles III and IV or in such a manner that the same encroaches on any easement area or setback line shown on the plat, Developer reserves the right to release the Residential Parcel from the restriction which it violated and to grant an exception to permit the encroachment by the structure over the setback line or on the easement area, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health, safety and appearance of the Subdivision and its residents.

DATED: May 9th, 1988.

WITNESSES:

COMMUNITY DEVELOPMENT CORPORATION, INC.

Dorothy B. McKenzie
Nancy J. Foster

By: [Signature]
JAMES R. SULLIVAN
Its: President

BISBEE-BALDWIN CORPORATION, INC.

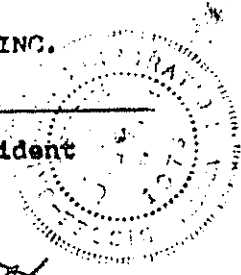
James C. Hedges
Betty J. Gray

By: [Signature]
CHARLES KRUEGER
Its: Executive Vice President

BOYETT HOMES, INC.

[Signature]
[Signature]

By: [Signature]
TERRY BOYETT
Its: President



STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing instrument was acknowledged before me this 10th day of May, 1988, by JAMES R. SULLIVAN, for COMMUNITY DEVELOPMENT CORPORATION, INC., as its President in said capacity on behalf of such corporation.

WITNESS my hand and official seal in the County and State last above written.

Dorothy B. McKee
NOTARY PUBLIC
My Commission Expires: April 23, 1992
Notary Public, State of Florida
My Commission Expires April 23, 1992
Bonded Through Tray Fain - Insurance Inc.

STATE OF FLORIDA,
COUNTY OF DUVAL.

The foregoing instrument was acknowledged before me this 9th day of May, 1988, by Charles Krueger, for BISBER-DALWIN CORPORATION, INC., as its Executive Vice President in said capacity on behalf of such corporation.

WITNESS my hand and official seal in the County and State last above written.

Samuel C. McLeod
NOTARY PUBLIC
My Commission Expires: Jan 30, 1991

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing instrument was acknowledged before me this 10th day of May, 1988, by TERRY BOYETT, for BOYETT HOMES, INC., as its President in said capacity on behalf of such corporation.

WITNESS my hand and official seal in the County and State last above written.

Quentin D. Horvath
NOTARY PUBLIC
My Commission Expires: Jan. 23, 1991
Notary Public, State of Florida
My Commission Expires Jan. 23, 1991
Bonded Through Tray Fain - Insurance Inc.

This instrument prepared by:
SHERRY GRANT HALL OF
PENNINGTON, WILKINSON,
DUNLAP, BUTLER & GAUTIER
Attorneys at Law
Post Office Box 13527
Tallahassee, Florida 32317-3527

I hereby certify that the following legal description meets the minimum requirements as established by Chapter 21 HH 6 of the Florida Administrative Code.


GA131801888

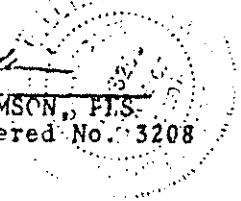
MEADOWBROOK UNIT 5, PHASE I and II

Begin at the Southwest corner of Lot 19 Block "A" of Meadowbrook Unit III, a subdivision as per map or plat thereof recorded in Plat Book 9, Page 34 of the Public Records of Leon County, Florida, and run thence South 70 degrees 04 minutes 56.2 seconds West (Bearing Base) 1110.08 feet to a point on the Southerly boundary of Formosa Drive, thence run South 89 degrees 58 minutes 12.1 seconds East along said Southerly boundary 308.70 feet to a point of curve to the left, thence run along said curve with a radius of 342.47 feet, through a central angle of 36 degrees 40 minutes 55.7 seconds for an arc length of 219.26 feet (the chord of said arc being North 71 degrees 41 minutes 20 seconds East 215.53 feet), thence leaving said Southerly right of way run South 44 degrees 25 minutes East 128.19 feet to a point on the Northwesterly right of way of the CSX Railroad (formerly Seaboard Coastline Railroad), thence run North 45 degrees 35 minutes 00 seconds East along said Northwesterly right of way 361.82 feet to the Southeast corner of Lot 5 Block "F" of Meadowbrook Unit 4, a subdivision as per map or plat thereof recorded in Plat Book 9 Page 48 of said Public Records, thence run North 44 degrees 25 minutes 00 seconds West along the Southerly boundary of said Lot 5 Block "F" a distance of 121.05 feet to the Southwest corner of said Lot 5 said point being also on the Easterly right of way of Violet Street, thence run North 45 degrees 35 minutes 00 seconds East along said right of way 24.98 feet, thence leaving said Easterly right of way run North 44 degrees 25 minutes 00 seconds West along the Southerly boundary of Lots 9 and 10 Block "E" of said Meadowbrook Unit 4 a distance of 285.0 feet to the Southwesterly corner of said Lot 10 Block "E", said point also being on the Easterly boundary of Lupine Drive, thence run North 45 degrees 35 minutes 00 seconds East along said Easterly boundary 59.84 feet, thence leaving said Easterly right of way run North 44 degrees 25 minutes West 44.0 feet to the Westerly right of way of said Lupine Drive, thence continue North 44 degrees 25 minutes West 120.50 feet to the Southwest corner of Lot 6 Block "D" of said Meadowbrook 4, thence run North 45 degrees 35 minutes 00 seconds East along the Westerly boundary of Block "D" of said Meadowbrook Unit 4 a distance of 708.37 feet to the Southeast corner of Lot 17 Block "D" of Meadowbrook Unit 1, a subdivision as per map or plat thereof recorded in Plat Book 8, Page 90 of said Public Records, thence run North 66 degrees 59 minutes 56.4 seconds West along the Southerly boundary of said Meadowbrook Unit 1 a distance of 127.30 feet to a point on the Easterly right of way of Riggins Road, thence run North 44 degrees 25 minutes 00 seconds West 60.0 feet to a point on the Westerly right of way of said Riggins Road, thence run South 45 degrees 44 minutes 29.6 seconds West along said Westerly right of way 30.99 feet to the Southeasterly corner of Lot 10 Block "C" of said Meadowbrook Unit 1, thence run North 44 degrees 16 minutes 08.7 seconds West 122.20 feet to the Southwesterly corner of said Lot 10 Block "C", said point also being on the Easterly boundary of Meadowbrook Unit III, thence run along the Easterly and Southerly boundary of said Meadowbrook Unit III as follows:

South 45 degrees 37 minutes 12.3 seconds West 425.10 feet, thence South 64 degrees 55 minutes 13.0 seconds West 150.70 feet to the Southwest corner of Lot 25 Block "C" of said Meadowbrook Unit III, thence run North 16 degrees 31 minutes 22.2 seconds West 98.68 feet to the Southeast corner of Lot 26 Block "C" of said Meadowbrook Unit III, thence run North 89 degrees 54 minutes 47.3 seconds West 115.27 feet to the Southwest corner of said Lot 26 Block "C"; said point being on the Easterly right of way of Red Fern Road, thence run North 00 degrees 05 minutes 17.8 seconds East along said Easterly right of way 35.49 feet, thence leaving said Easterly right of way run North 89 degrees 55 minutes 00 seconds West 179.79 feet to the POINT OF BEGINNING containing 19.13 acres more or less.

JOB NO. 81-008
PSR NO. 6913


 PAUL N. WILLIAMSON, PLS.
 Florida Registered No. 3208



I hereby certify that the following legal description meets the minimum requirements as established by Chapter 21 HH 6 of the Florida Administrative Code.

021318:1889

MEADOWBROOK UNIT 5, PHASE I and II

Begin at the Southwest corner of Lot 19 Block "A" of Meadowbrook Unit III, a subdivision as per map or plat thereof recorded in Plat Book 9 Page 7 of the Public Records of Leon County, Florida, and run thence South 00 degrees 04 minutes 56.2 seconds West (Bearing Base) 1110.08 feet to a point on the Southerly boundary of Formosa Drive, thence run South 89 degrees 58 minutes 12.1 seconds East along said Southerly boundary 308.80 feet to a point of curve to the left, thence run along said curve with a radius of 342.47 feet, through a central angle of 36 degrees 40 minutes 55.7 seconds for an arc length of 219.26 feet (the chord of said arc being North 71 degrees 41 minutes 20 seconds East 215.53 feet), thence leaving said Southerly right of way run South 44 degrees 25 minutes East 128.19 feet to a point on the Northwesterly right of way of the CSX Railroad (formerly Seaboard Coastline Railroad), thence run North 45 degrees 35 minutes 00 seconds East along said Northwesterly right of way 361.82 feet to the Southeast corner of Lot 5 Block "F" of Meadowbrook Unit 4, a subdivision as per map or plat thereof recorded in Plat Book 9 Page 48 of said Public Records, thence run North 44 degrees 25 minutes 00 seconds West along the Southerly boundary of said Lot 5 Block "F" a distance of 121.05 feet to the Southwest corner of said Lot 5 said point being also on the Easterly right of way of Violet Street, thence run North 45 degrees 35 minutes 00 seconds East along said right of way 24.98 feet, thence leaving said Easterly right of way run North 44 degrees 25 minutes 00 seconds West along the Southerly boundary of Lots 9 and 10 Block "E" of said Meadowbrook Unit 4 a distance of 285.0 feet to the Southwesterly corner of said Lot 10 Block "E", said point also being on the Easterly boundary of Lupine Drive, thence run North 45 degrees 35 minutes 00 seconds East along said Easterly boundary 59.84 feet, thence leaving said Easterly right of way run North 44 degrees 25 minutes West 44.0 feet to the Westerly right of way of said Lupine Drive, thence continue North 44 degrees 25 minutes West 120.50 feet to the Southwest corner of Lot 6 Block "D" of said Meadowbrook 4, thence run North 45 degrees 35 minutes 00 seconds East along the Westerly boundary of Block "D" of said Meadowbrook Unit 4 a distance of 708.37 feet to the Southeast corner of Lot 17 Block "D" of Meadowbrook Unit 1, a subdivision as per map or plat thereof recorded in Plat Book 8, Page 90 of said Public Records, thence run North 66 degrees 59 minutes 56.4 seconds West along the Southerly boundary of said Meadowbrook Unit 1 a distance of 127.30 feet to a point on the Easterly right of way of Riggins Road, thence run North 44 degrees 25 minutes 00 seconds West 60.0 feet to a point on the Westerly right of way of said Riggins Road, thence run South 45 degrees 44 minutes 29.6 seconds West along said Westerly right of way 30.99 feet to the Southeasterly corner of Lot 10 Block "C" of said Meadowbrook Unit 1, thence run North 44 degrees 16 minutes 08.7 seconds West 122.20 feet to the Southwesterly corner of said Lot 10 Block "C", said point also being on the Easterly boundary of Meadowbrook Unit III, thence run along the Easterly and Southerly boundary of said Meadowbrook Unit III as follows:

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JOB NO. 81-008
PSR NO. 6913

Paul N. Williamson
 PAUL N. WILLIAMSON, PDS
 Florida Registered No. 3208

DP 1360-2054

TO WHOM IT MAY CONCERN:

Community Development Corporation, Inc., acting as Developer as defined in the Covenants and Restrictions of Meadowbrook, Unit V, recorded in Official Records Book 1318, Page 1880, in the office of the Clerk of the Circuit Court of Leon County, Florida, ("the Covenants and Restrictions"), and pursuant to paragraph 2.1 of the Covenants and Restrictions, hereby appoints Terry Boyette the sole member of the Architectural Control Committee called for in Article II of the Covenants and Restrictions.

Community Development Corporation, Inc. hereby designates Terry Boyette its agent for the purpose of designating further members of such Architectural Control Committee and authorizes him to exercise all powers of Community Development Corporation, Inc. as Developer under the Covenants and Restrictions insofar as such powers relate to the membership and function of the Architectural Control Committee. This designation and authorization is coupled with an interest and may not be revoked.

This 26th day of January, 1989.

COMMUNITY DEVELOPMENT CORPORATION, INC.

By [Signature]
JAMES R. SULLIVAN
As its President

924705

RECORDED IN THE PUBLIC RECORDS OF LEON CO. FLA.
FEB 3 2 47 PM '89
PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT

SWORN AND SUBSCRIBED BEFORE ME THIS 26th DAY OF January, 1989.
19 89. MY COMMISSION EXPIRES My Commission Expires Jan. 23, 1991
Notary Public, State of Florida
Bonded thru my fee - Insurance Co.

AT Tallahassee FLORIDA [Signature]

