

DECLARATION OF RESTRICTIONS

OR1029PG 705

KNOW ALL MEN BY THESE PRESENTS that DUVAL FIRST CORPORATION, a corporation organized and existing under the laws of the State of Florida, being the owner of Meridianna Estates, a subdivision located in Leon County, Florida, and more particularly described as follows:

Commence at the Southeast Corner of Lot 4, Block "B" of Wellswood, a subdivision as per map or plat thereof recorded in Plat Book 3, Page 38, of the Public Records of Leon County, Florida, and run thence South 00 degrees 07 seconds 15 minutes East 59.89 Feet; Thence South 89 degrees 29 seconds 20 minutes West 19.93 Feet to a concrete monument marking the intersection of the Southerly right of way boundary of Meridianna Road with the Westerly right of way boundary of Meridian Road for the Point of Beginning; From said Point of Beginning run thence South 00 degrees, 07 seconds, 15 minutes East along the Westerly right of way boundary of Meridian Road 306.44 Feet; Thence South 89 degrees 34 seconds 43 minutes West 609.49 Feet; Thence North 00 degrees 25 seconds 17 minutes West 155.48 Feet; Thence South 89 degrees 29 seconds 20 minutes West 44.21 Feet; Thence North 00 degrees 30 seconds 40 minutes West 150.00 Feet to the Southerly right of way boundary of Meridianna Road; Thence North 89 degrees 29 seconds 20 minutes East along said right of way boundary 655.54 Feet to the Point of Beginning.

Containing 4.44 Acres. (See map attached Exhibit "A").

580566
RECORDED IN THE PUBLIC RECORDS OF LEON CO. FLA.
JUN 4 2 29 PM 1982
PAUL F. F. FIELD
CLERK OF CIRCUIT COURT

makes the following Declaration of Restrictions covering the above described real property, specifying that this declaration shall constitute a covenant running with the land and that this declaration shall be binding upon the undersigned and upon all persons securing title through the undersigned. These restrictions, during their lifetime, shall be for the benefit of and limitation upon all present and future owners of the real property.

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 on detached family dwelling not to exceed two and one-half stories in height.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans 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 topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

3. DWELLING COST, QUANTITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than FORTY-FIVE THOUSAND (45,000.00) DOLLARS based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of quality workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1000 square feet for a one-story dwelling, nor less than 600 square feet for a dwelling of more than one story.

4. BUILDING LOCATION.

(a) No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines required by the zoning set by the Tallahassee Area Planning Commission. In any event no building shall be located on any lot nearer than 25 feet to the front line, or nearer than 15 feet to any side street line.

(b) No building shall be located nearer than five feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.

(c) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

5. LOT AREA. No dwelling shall be erected or placed on any lot having an area of less than what is required by the zoning set by the Tallahassee Area Planning Commission.

6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved and later be recorded if Recorded by Successor in Title. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the

direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

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 outbuilding 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 professional sign of not more than one square foot, one sign of not more than seven square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, amintained, or permitted upon any lot.

11. 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 purposes.

12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as as dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

13. WATER SUPPLY. No individual water supply systems shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Health Department of the State of Florida. Approval of such systems as installed shall be obtained from such authority and Architectural Control Committee.

14. MEMBERSHIP. The Architectural Control Committee will be the Secretary, Vice President and President of Duval First Corporation. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The then record owners of 100% of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

15. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

16. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

17. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

18. SEVERABILITY. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

DR1029PG 709

IN WITNESS WHEREOF, We have set our hand and seals this 4th
day of June, 1982.

WITNESSES:

Lisa Collins
Mary Saunders

DUVAL FIRST CORPORATION

Its President

Its Secretary



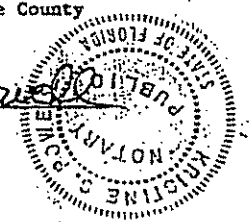
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this 4th day of June, 1982,
before me personally appeared Ralph J. Collins and Rose-Marie Armstrong,
respectively, President and Secretary of DUVAL FIRST CORPORATION, a
corporation under the laws of the State of Florida, to me known to be
the individuals and officers described in and who executed the foregoing
instrument, and severally acknowledged its execution to be their free act
and deed as such duly authorized officers; and that the official seal
of the corporation is duly affixed and the instrument is the act and deed
of the corporation.

WITNESS my signature and official seal at Tallahassee in the County
of Leon, State of Florida the day and year last aforesaid.

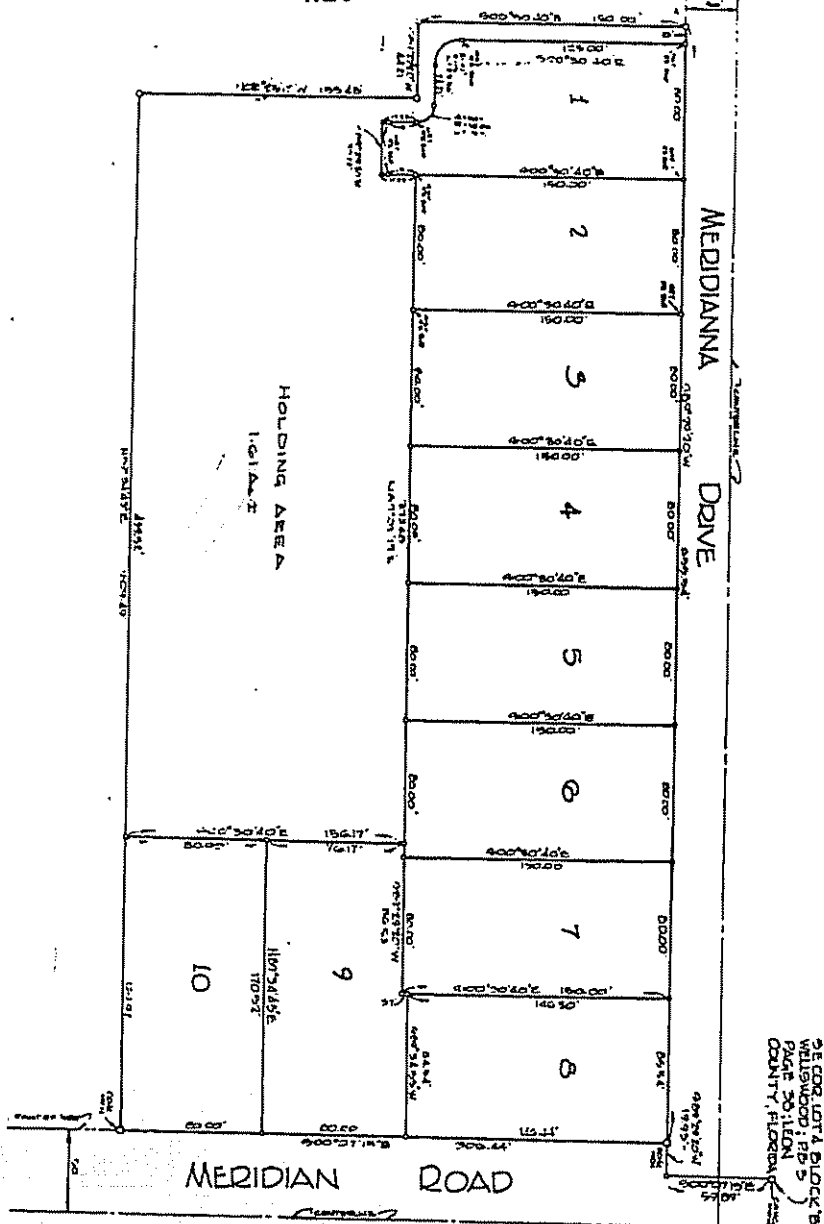
Kristine S. Powell
Notary Public



My commission expires:
12-11-84

Notary Public, State of Florida
My Commission Expires Dec. 11, 1984
Tallahassee, Florida

OFF REC 1029 PAGE 709-A



25 000 LOT 10 BLOCK 18
WILLOWOOD RD 2
PAGE 2011001
COUNTY, FLORIDA

Exhibit "A"

DECLARATION OF RESTRICTIONS

00109776 481

KNOW ALL MEN BY THESE PRESENTS that DUVAL FIRST CORPORATION, a corporation organized and existing under the laws of the State of Florida, being the owner of Meridianna Estates, a subdivision located in Leon County, Florida, and more particularly described as follows:

Commence at the Southeast Corner of Lot 4, Block "B" of Wellwood, A subdivision as per map or plat thereof recorded in Plat Book 3, Page 38, of the Public Records of Leon County, Florida, and run thence South 00 degrees 07 seconds 15 minutes East 59.89 feet; Thence South 89 degrees 29 seconds 20 minutes West 19.93 feet to a concrete monument marking the intersection of the Southerly right of way boundary of Meridianna Road with the Westerly right of way boundary of Meridian Road for the Point of Beginning; From said Point of Beginning run thence South 00 degrees, 07 seconds, 15 minutes East along the Westerly right of way boundary of Meridian Road 306.44 feet; Thence South 89 degrees 34 seconds 43 minutes West 609.49 feet; Thence North 00 degrees 25 seconds 17 minutes West 155.48 feet; Thence South 89 degrees 29 seconds 20 minutes West 44.21 feet; Thence North 00 degrees 30 seconds 40 minutes West 150.00 feet to the Southerly right of way boundary of Meridianna Road; Thence North 89 degrees 29 seconds 20 minutes East along said right of way boundary 655.54 feet to the Point of Beginning.

Containing 4.44 Acres[±]. (See map attached Exhibit "A").

makes the following Declaration of Restrictions covering the above described real property, specifying that this declaration shall constitute a covenant running with the land and that this declaration shall be binding upon the undersigned and upon all persons securing title through the undersigned. These restrictions, during their lifetime, shall be for the benefit of and limitation upon all present and future owners of the real property.

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 family dwelling not to exceed two and one-half stories in height.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans 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.

652281
RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
JAN 10 3 32 PM 1904
PAUL F. HANCOCK
CLERK OF CIRCUIT COURT

DR109776 482

harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

3. DWELLING COST, QUANTITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than FORTY-FIVE THOUSAND (45,000.00) DOLLARS based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of quality workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story dwelling, not less than 600 square feet for a dwelling of more than one story.

4. BUILDING LOCATION.

(a) No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines required by the zoning set by the Tallahassee Area Planning Commission. In any event no building shall be located on any lot nearer than 25 feet to the front line, or nearer than 15 feet to any side street line.

(b) No building shall be located nearer than five feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.

(c) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

5. LOT AREA. No dwelling shall be erected or placed on any lot having an area of less than what is required by the zoning set by the Tallahassee Area Planning Commission.

6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved and later be recorded if Recorded by Successor in Title. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the

OR 109776 483

direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

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 outbuilding 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 professional sign of not more than one square foot, one sign of not more than seven square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

11. 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 purposes.

12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

13. WATER SUPPLY. No individual water supply systems shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Health Department of the State of Florida. Approval of such systems as installed shall be obtained from such authority and Architectural Control Committee.

OR109776 484

14. MEMBERSHIP. The Architectural Control Committee will be the Secretary, Vice President and President of Duval First Corporation. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The then record owners of 100% of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

15. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

16. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

17. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

18. SEVERABILITY. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

DR109776 485

IN WITNESS WHEREOF, We have set our hand and seals this 4th
day of June, 1982.

WITNESSES:

Ralph J. Collins
Rose Marie Armstrong

DUVAL FIRST CORPORATION

Ralph J. Collins
Its President

Rose Marie Armstrong
Its Secretary



(Corporate Seal)

STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this 4th day of June, 1982,
before me personally appeared Ralph J. Collins and Rose Marie Armstrong,
respectively, President and Secretary of DUVAL FIRST CORPORATION, a
corporation under the laws of the State of Florida, to me known to be
the individuals and officers described in and who executed the foregoing
instrument, and severally acknowledged its execution to be their free act
and deed, as such duly authorized officers; and that the official seal
of the corporation is duly affixed and the instrument is the act and deed
of the corporation.

WITNESS my signature and official seal at Tallahassee in the County
of Leon, State of Florida: the day and year last aforesaid.

Martha J. Ellmer
Notary Public

My commission expires:

History Public, State of Florida
My Commission Expires Feb. 15, 1985
I have the seal the Commission on



