

THIS INSTRUMENT PREPARED BY:

JAMES O. SHELFER, Attorney  
300 Lewis State Bank Bldg.  
Tallahassee, FL 32301  
(904) 222-6543

001136PC1434

AMENDED DECLARATION OF RESTRICTIVE COVENANTS  
OF NORTH LAKE MEADOWS, AN UNRECORDED SUBDIVISION

On July 2, 1984, Declaration of Restrictive Covenants encumbering the property described in Exhibit "A" were recorded in Official Records Book 1120, Page 1896 of the Public Records of Leon County, Florida. The owners of the property encumbered by those restrictions enter into these Amended Declaration of Restrictive Covenants. The purpose of this Amendment is to amend Article V, Use Restrictions. The original Restrictive Covenants recorded on July 2, 1984 are hereby cancelled and merged into these Amended Declaration of Restrictive Covenants.

The undersigned, as the owners of the property described in Exhibit "A" attached hereto, by this instrument, 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 owners, their successors and assigns, and all persons claiming any right, title or interest in the lands, and all subsequent purchasers of the lands, their heirs, personal representatives and assigns.

ARTICLE I - DEFINITIONS

1. "Declarants" shall mean and refer to FRED SHELFER, SR. and ALICE M. BARRIENTOS, the owners of the property described in Exhibit "A".
2. "Association" shall mean and refer to NORTH LAKE MEADOWS PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit.
3. "Easement" shall mean the land described in the Declaration of Easement recorded in Official Records Book 1120, Page 1890 of the Public Records of Leon County, Florida.
4. "Lot" shall mean a parcel of land contained in the property described in Exhibit "A". The property is divided into "lots" as shown on the unrecorded plat of NORTH LAKE MEADOWS prepared by Allen Nobles & Associates, Inc., dated the 27th day

RECORDED IN THE PUBLIC RECORDS OF THE STATE OF FLA.  
OCT 30 12 17 PM 1984  
CLERK OF CIRCUIT COURT  
JAMES O. SHELFER, ATTY.

692070

of July, 1984 and revised on April 3, 1984, which plat is attached to this Declaration of Restrictive Covenants as Exhibit "B".

5. "Maintenance" shall mean the exercise of reasonable care to keep the roads, landscaping, drainage, lighting and other related improvements in their original condition, normal wear and tear excepted.

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

7. "Subdivision" shall mean the property described in Exhibit "A" as divided into lots as shown on Exhibit "B".

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

ARTICLE II - MEMBERSHIP AND  
VOTING RIGHTS IN THE ASSOCIATION

1. Membership: Any person who owns property that is subject to these restrictions shall automatically be a member of the Association, provided, however, that where any lot as shown in Exhibit "B", is owned by more than one (1) person, one (1) of the owners shall be designated to cast the vote on matters to come before the Association on behalf of all of the owners of the lot. In the event the owner of a lot is a corporation or partnership, a partner or corporate officer shall be designated to cast the vote on behalf of the partnership or corporation.

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

"Class A" - Class A membership shall be all owners with the exception of the declarants, and shall be entitled to one (1) vote for each lot owned.

"Class B" - Class B membership shall be the declarants, who shall be entitled to exercise two (2) votes for each lot

owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership.

ARTICLE III - ASSESSMENTS

1. Liens and Personal Obligations of Assessments:

Each owner of a lot by acceptance of his deed for such lot, whether or not it is expressed in his deed, agrees to pay the assessments as provided in this Article.

2. Annual Assessments: Annual assessments shall be paid by each lot owner to the Association. The assessment for the year 1984 shall be Fifty Dollars and No Cents (\$50.00) for each lot in the subdivision as shown on the unrecorded plat attached as Exhibit "B". For the year 1985 and each subsequent year, the annual assessment may be increased by a vote of the Association, not to exceed ten percent (10%) over the assessment of the previous year.

3. Special Assessment: In addition to the annual assessments, the Association may have a special assessment in any year for the purpose of defraying in whole or in part, the cost of maintenance or repair of the roads in the subdivision. Any such assessment must be approved by a majority vote of the membership of the Association. Each owner shall be assessed a percentage of the maintenance cost. The percentage of the cost allocated to each owner shall be determined by dividing the number of lots each owner owns by the total number of lots in the subdivision.

4. Effect of Nonpayment of Assessments and Remedies of the Association: Any assessment not paid within sixty (60) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise

escape liability for assessment provided for herein by abandonment of his lot.

5. Subordination of Assessment Lien: The assessment liens provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of a lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the assessment lien as to the payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due.

#### ARTICLE IV - EASEMENTS

Each lot extends to the middle of a sixty (60) foot easement for utilities and ingress and egress. The easement is described in Official Records Book 1120, Page 1890 of the Public Records of Leon County, Florida. Each deed from the declarants will grant to the owner, nonexclusive use of the easement and retain an easement over the thirty (30) feet of the easement conveyed by the warranty deed. Within the easement described in the Public Records, no structure, plant or other object shall be placed or permitted to remain which may damage or interfere or change the direction or flow of drainage within the easement or interfere with the installation and maintenance of utilities or the safe passage of automobile traffic.

#### ARTICLE V - USE RESTRICTIONS

The subdivision shall be occupied and used only as follows:

1. Each lot shall be used as a residence for a single family and for no other purpose. No lot shall be subdivided except for lots owned by declarants.
2. No mobile or modular homes shall be allowed within the subdivision.

3. All homes built within the subdivision shall contain at least one thousand (1,000) square feet of heated and cooled area, exclusive of porches and garages.

4. No building, including additions to existing structures, shall be erected within the subdivision until the construction plans, site plans and specifications showing the location and architectural design of the structure have been approved by the declarants. If no action has been taken after thirty (30) days from the date in which the plans are submitted to the declarants, then approval of the plans shall be presumed. Approval shall be based on compliance with these restrictions, quality of materials and location on the property. Approval shall not be arbitrarily withheld.

5. Out buildings or accessory buildings are permitted as long as construction of the buildings is of a permanent character and compatible with the construction and appearance of the main residence.

6. No building or residence shall be located nearer than fifty (50) feet from the centerline of any roadway and shall otherwise comply with all county setback regulations.

7. No poultry, fowl or any animal other than household pets shall be kept on any of the lots or within any home within the subdivision.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall any act be committed which would constitute an annoyance or nuisance to the other residents in the subdivision or to the general public.

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

10. The owner of each lot shall keep the lot mowed regularly and clear of any unsightly objects. In the event the

owner of any lot within the subdivision breaches this restriction, the declarants reserve their right to enter upon the lot and to mow the grass, clean up the lot, and remove unsightly structures and objects; and the cost of such work shall become a lien upon the lot and the owner of the lot shall be liable for the payment of the cost incurred by the declarants.

11. Any major mechanical or repair work performed on any motor vehicle shall be done in an enclosed garage or carport and shall not be visible from the street.

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

13. All clothes lines and playground equipment, including but not limited to, swingsets, merry-go-rounds, or other yard toys shall be located in the rear yard of the residence and not in the front yard.

14. There shall be no television or radio antennas or aerials erected on the street side of the residence.

ARTICLE VI - WAIVER

So long as the declarants own any property within the subdivision, they shall have the authority to waive the enforcement of any of the provisions of Article V, so long as strict enforcement would result in unnecessary hardship. Once the declarants have sold all of the property owned by them within the subdivision, this right to waive enforcement of the Use Restrictions in Article V shall be conferred to the Association.

ARTICLE VII - ENFORCEMENT

The Developer, North Lake Meadows Property Owners Association, Inc. or the owner of any lot subject to these restrictions may bring an action to enforce these restrictions in any court of competent jurisdiction.

ARTICLE VIII - CONSTRUCTION

Once construction on any structure within the subdivision is begun, construction shall proceed continuously until completion.

ARTICLE IX - EFFECT

Each and every conveyance of any lot in this subdivision is expressly made subject to the provisions of these Declaration of Restrictive Covenants, whether or not the terms of such conveyance incorporates or refers to these provisions.

IN WITNESS WHEREOF, this instrument is executed this 29th day of October, 1984.

WITNESSES:

J. M. Baynton

Fred G. Shelfer, SR.

Laverne D. Tompkins

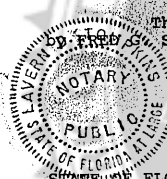
J. M. Baynton

Alice M. Barrientos by Fred G. Shelfer, SR.

Laverne D. Tompkins

ALICE M. BARRIENTOS by FRED G. SHELFER, SR., as Attorney-In-Fact for ALICE M. BARRIENTOS by Power of Attorney recorded in Official Records Book 1109, Page 554 of the Public Records of Leon County, Florida.

STATE OF FLORIDA, COUNTY OF LEON.



The foregoing Restrictions were acknowledged before me by FRED G. SHELFER, SR. on this 29th day of October, 1984.

Laverne D. Tompkins

NOTARY PUBLIC My Commission Expires: Feb. 15, 1987

STATE OF FLORIDA, COUNTY OF LEON.

The foregoing Restrictions were acknowledged before me by FRED G. SHELFER, SR. as Attorney-In-Fact for ALICE M. BARRIENTOS on this 29th day of October, 1984.

Laverne D. Tompkins

NOTARY PUBLIC My Commission Expires: Feb. 15, 1987



OR1136PC1441

Property Description (based on a survey by B.P. Davis & Assoc.):

Commence at the Northwest corner of the South Half of the Northeast Quarter of Section 19, Township 2 North, Range 1 West, Leon County, Florida and then run South 00 degrees 17 minutes 38 seconds East along the Quarter Section line 3726.47 feet to a concrete monument on a fence line, then run along said fence line as follows: East along the South boundary of Farm View Estates (unrecorded) 1746.41 feet to a concrete monument, then run North 00 degrees 53 minutes 48 seconds East along said boundary of Farm View Estates (unrecorded) 135.07 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 53 minutes 48 seconds East along the boundary of said Farm View Estates (unrecorded) 913.87 feet to a concrete monument, then run North 89 degrees 46 minutes 00 seconds East 643.60 feet to a concrete monument, then continue North 89 degrees 46 minutes 00 seconds East 1138.07 feet to a concrete monument on the Westerly maintained right of way of Old Bainbridge Road (State Road No. 157), then run South 05 degrees 50 minutes 13 seconds West along said Westerly right of way 275.58 feet to a concrete monument, then run South 04 degrees 01 minutes 49 seconds West along said Westerly right of way 247.21 feet to a concrete monument, then run South 01 degrees 32 minutes 19 seconds West along said Westerly right of way 249.21 feet to a concrete monument, then run South 00 degrees 55 minutes 01 seconds West along said Westerly right of way 468.54 feet to a concrete monument, then run South 41 degrees 34 minutes 53 seconds West 14.02 feet to a concrete monument, then run South 85 degrees 56 minutes 56 seconds West 92.23 feet to a concrete monument, then run South 86 degrees 16 minutes 17 seconds West 200.42 feet to a concrete monument, then run South 86 degrees 33 minutes 24 seconds West 200.36 feet to a concrete monument, then run South 86 degrees 16 minutes 17 seconds West 100.21 feet to concrete monument, then run South 89 degrees 46 minutes 41 seconds West 135.00 feet to a concrete monument, then run North 87 degrees 48 minutes 22 seconds West 104.00 feet to a concrete monument located North 00 degrees 00 minutes 35 seconds West 34.24 feet from a 1.5 inch iron pipe marking the Southeast corner of said Section 19, then run North 86 degrees 49 minutes 35 seconds West 236.56 feet to a concrete monument, then leaving said fence line run North 349.26 feet to a concrete monument, then run West 657.90 feet to the POINT OF BEGINNING; containing 45.67 acres, more or less.

*Allen K. Nobles*

Allen K. Nobles                      September 9, 1983  
Registered Florida  
Land Surveyor No. 3562  
P.O. Box 3884  
Tallahassee, Florida 32315

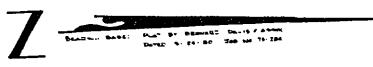
RECORDING NOTICE

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EXHIBIT "A"



NO.	DESCRIPTION	ACRES	REMARKS
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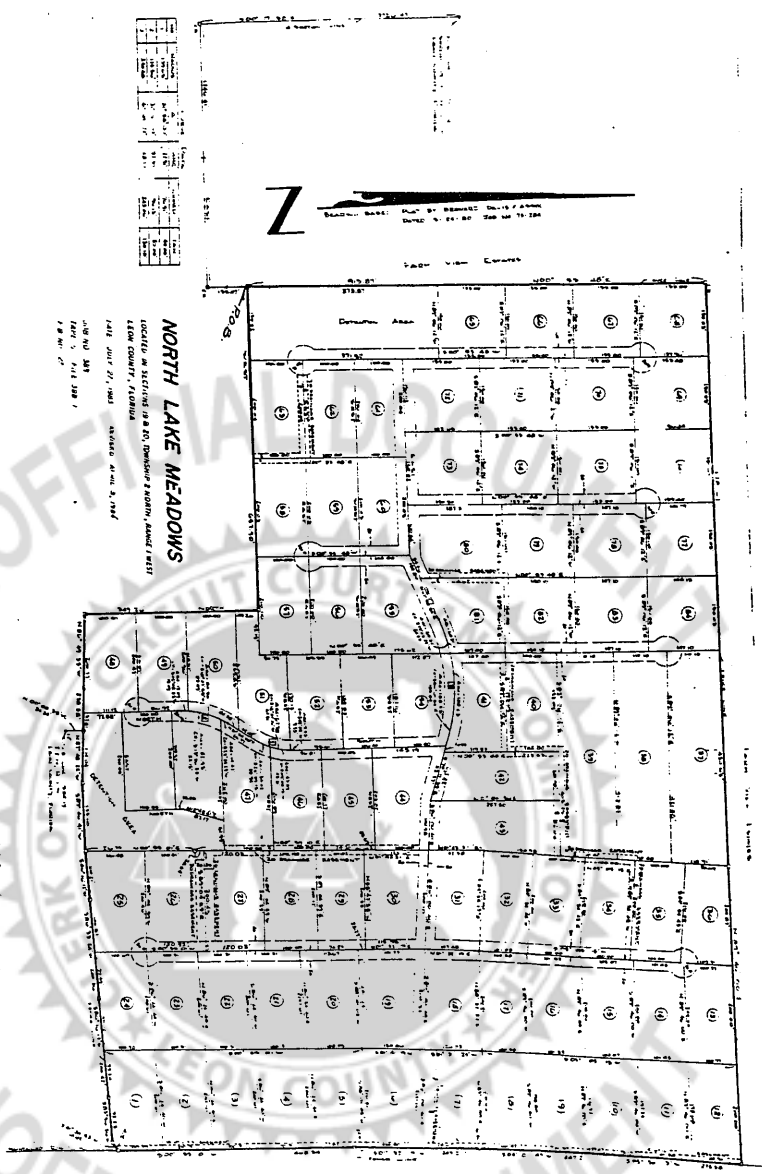


**NORTH LAKE MEADOWS**

LOCATED AS SETTING TO A 50' DISTANCE & NORTH, AHEAD 1/4 MILE  
 LEWIS COUNTY, ALABAMA  
 DATE: JAN 27, 1963  
 SHEET NO. 1 OF 2  
 TOTAL ACRES: 1,418.338  
 TOTAL NO. OF LOTS: 100



**ALLEN NOBLES & ASSOC. INC.**  
 P.O. BOX 104  
 TALLAHASSEE, ALABAMA  
 PHONE (904) 881-1312



- NOTES:**
- All lots contain a minimum of 20,000 square feet.
  - Concrete monuments are to be set on all corners of all the lots at the intersection of the property lines with the right of way of the road easement.

**RECORDING NOTICE**  
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OLD BAINBRIDGE ROAD STATE ROAD NO. 157

EXHIBIT "B"