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**AMENDMENT TO THE COVENANTS AND
RESTRICTIONS OF MERIDIAN HILLS**

STATE OF FLORIDA
COUNTY OF LEON.

This Amendment to the Covenants and Restrictions of Meridian Hills, is made and entered into on this 22nd day of November, 1991, by Meridian Hills Neighborhood Association, Inc., a Florida corporation, Assignee of Cartee Investment Corporation, a Florida corporation, and successor of Winewood Corporation (the original developer), a Florida corporation, hereinafter referred to collectively as Developer, whose mailing address is 457 Beaver Lake Road, Tallahassee, Florida 32312.

W I T N E S S E T H:

WHEREAS, Developer pursuant to Article IV of Declaration of Covenants and Restrictions of Meridian Hills has assigned all powers, including the power to amend the covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained therein, and;

WHEREAS, Developer has never heretofore released its power to amend the declaration of covenants and restrictions of Meridian Hills, and;

WHEREAS, this amendment is intended to rectify ambiguities in Article IV and Article XXII of the Declaration of Covenants and Restrictions of Meridian Hills, and provide for the preservation of values and amenities in said community.

NOW THEREFORE, the Association amends Article IV and Article XXII as hereinafter set forth.

ARTICLE IV

AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS

The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract or deed subsequent Declaration of Covenants and Restriction, or other instrument hereinafter made, any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained, and (c) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

The Developer reserves the right to assign any and all of its rights under this Declaration of Covenants and Restrictions to a homeowners association, of which at least sixty percent (60%) of the property owners of Meridian Hills are members. Said association shall, from the date of the assignment, have all the rights and obligations reserved for the Developer under the Declaration of Covenants and Restrictions.

ARTICLE XXII

EASEMENTS

The Developer has, by separate document, granted and conveyed to the said Owners, a perpetual easement and right-of-way for the purpose of constructing and maintaining roads, streets, drainage facilities, sewer, water, electrical, and such other facilities over, upon, under, and across the front thirty (30) feet of each interior lot, thirty (30) feet across the front and one side of corner lots, and fifty (50) feet on the front of lots adjacent to a cul-de-sac.

Other easements for installation and maintenance of utilities and drainage facilities, if any, are reserved as specified in the warranty deed.

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 directions 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 site and all improvements in it shall be maintained continuously by the owner of the site, except for those improvements for which a Home Owners Association, public authority or utility company is responsible.

All property and the improvements on the property (except portions or parcels of the property devoted to public or semi-

public uses and not assessed by or included in any assessment by the city, county or other political subdivision having jurisdiction thereover for general tax purposes) shall be subject to a continuous maintenance lien securing payment of an annual assessment or shall be charged in an amount to be fixed, established and collected from time to time as herein provided.

The association shall have sole authority:

(a) To fix and establish annually the amount of such annual charge or assessment (including penalties and costs of collections, together with reasonable attorney's fees) on each and every lot or parcel of the real property or any interest and on the improvements of such property, which annual charge or assessment shall be based on an equitable plan to be established by the association.

(b) To expend for the purpose of maintaining the roads, right of ways, easements and common areas, within the Meridian Hills development the money paid on such charges or assessments.

(c) To collect and enforce the collection of such charges or assessments, together with costs and penalties imposed with the nonpayment thereof.

For the year 1991, the charge or assessment shall be THIRTY THREE DOLLARS (\$33.00), which is 33% of the annual assessment and shall be fixed and due in advance on or before December 1, 1991.

Such annual charge or assessment shall be fixed on or about January 1, for the fiscal year beginning January 1, 1992, and annually thereafter on or about the first day of January of each

year, for each current fiscal year. Such charge or assessment shall be paid annually in advance to the association by February 1, each and every year, beginning in 1992. The annual charge or assessment shall be enforceable against the real property and so continue until full payment of the charge or assessment, together with all penalties and costs of collection thereof, including reasonable attorneys fees. Developer, in respect to portions of real property not conveyed by it, and the purchaser of such property, or any portion of the property, by acceptance of a deed therefore, whether from Developer or from subsequent owners of such property, shall be and become personally obligated to pay such annual charge and assessments as are fixed during the time of their ownership, and the right and power to bring all actions for the collection of such charges and assessments and the enforcement of such liens is hereby granted to and shall be vested in the association, and its successors in interest.

IN WITNESS WHEREOF, the Association has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its proper officers hereunto duly authorized, the day and year first above written.

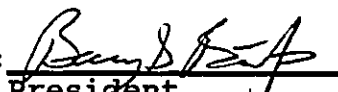
(Corporate

Seal)

Signed, sealed and delivered in the presence of:


 Print name: Olivia H. Jordan

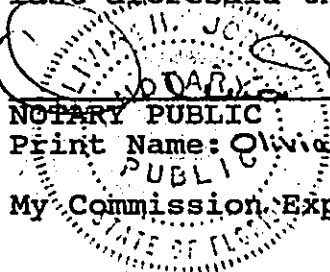
 Print name: Sue B. Boyd

BY: 
 President
 Barry S. Bishop

STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Barry S. Bishop, well known to me to be the President of the Association and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of November, 1991.

 Olivia H. Jordan
NOTARY PUBLIC
Print Name: Olivia H. Jordan
My Commission Expires: Jan. 26, 1993

Notary Public, State of Florida
My Commission Expires Jan. 26, 1993
Bonded Thru Troy Fain - Insurance Inc.

This Instrument prepared by:

JOSEPH R. BOYD, ESQUIRE
BOYD & BRANCH, P.A.
1407 PIEDMONT DRIVE EAST
POST OFFICE BOX 14267
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