

This Instrument was Prepared by:

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RECORDED  
MAR 5 1973

MERIDIAN HILLS

DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA

COUNTY OF LEON:

KNOW ALL MEN BY THESE PRESENTS, That this Declaration of Covenants and Restrictions, made and entered into on this 3rd day of January, A. D. 19 73, by WINEWOOD CORPORATION, a Florida corporation, hereinafter referred to as Developer,

W I T N E S S E T H :

WHEREAS, Developer is the owner of the real property commonly known as Meridian Hills and desires to provide for the preservation of the values and amenities in said community and, to this end, desires to subject the real property described in Exhibit "A" to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW, THEREFORE, the Developer declares that the real property described in Exhibit "A" is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Leon County, Florida, contains 308.521 acres more or less, and is more particularly described in Exhibit "A" attached hereto.

ARTICLE II  
DEFINITIONS

Section 1. The following words, when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit), shall have the following meanings:

(a) "Building" shall include, but not be limited to, both the main portion of such building and all projections or extensions thereof, including garages, outside platforms and docks, carports, canopies, enclosed malls, porches, walls, docks and fences.

(b) "Committee" shall mean and refer to the Architectural Control Committee.

(c) "Improvements" shall mean and include structures and construction of any kind, whether above or below the land surface, such as, but not limited to, buildings, out-buildings, water lines, sewers, electrical and gas distribution facilities, loading areas, parking areas, walkways, wells, fences, hedges, mass plantings, entrance ways, or gates and signs.

(d) "Living Area" shall mean and refer to those heated and/or air conditioned areas which are completely finished as living area and which shall not include garages, carports, porches, patios, or storage areas.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any site situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(f) "Site" shall mean a portion or contiguous portions of said property, which accommodate a single use or related uses under single control. After improvement to the site providing for residential use, "site" shall mean each residential living unit and its adjoining property.

(g) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article I, hereof.

#### ARTICLE III GENERAL PROVISIONS

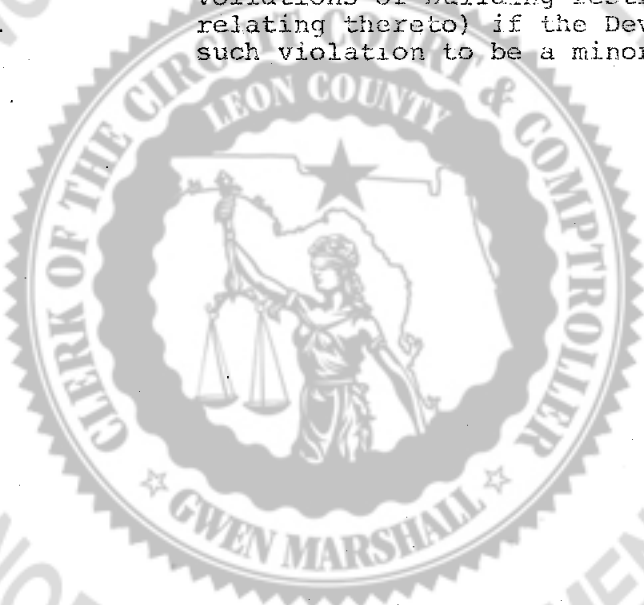
Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owners, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

#### 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 Restrictions, 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.



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ARTICLE V  
ADDITIONAL COVENANTS AND RESTRICTIONS

No property owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the land described in Article I hereof.

ARTICLE VI  
ARCHITECTURAL CONTROL

No improvements, as defined herein, shall be commenced, erected or maintained upon The Properties nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted in duplicate to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural control committee. The Architectural Control Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and site grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons.

ARTICLE VII  
ARCHITECTURAL CONTROL COMMITTEE

Membership. The Architectural Control Committee is composed of Robert H. Bryson, William M. Morgan, Sr., or their appointees, and at least one additional individual to be appointed by the above mentioned persons or their successors. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. A majority of the committee may designate a representative to act for it.

Procedure. The Committee's approval, disapproval, or waiver 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. At least ten days prior to the commencement of construction, such plans and specifications shall be submitted to the Committee and shall consist of not less than the following: foundation plans, floor plans of all floors, section details, elevation drawings of all exterior walls, roof plan and a plot plan showing location and orientation of all buildings, trees, other structures, and improvements proposed to be constructed on the building plot, with all building restriction lines shown. In addition, there shall be submitted to the Architectural Control Committee for approval a description of materials and such samples of building materials proposed to be used as the Architectural Control Committee shall specify and require.

ARTICLE VIII  
LAND USE AND BUILDING TYPE

No site shall be used except for residential and recreational purposes. No building of any type shall be erected, altered, placed or permitted to remain on any site other than one detached single-family dwelling not to exceed two and one-half stories in

height, except that a stable may be constructed when approved by the Committee. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and attached structures shown on the plans and specifications approved by the Committee must be completed in accordance with said plans and specifications upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or national calamities.

ARTICLE IX  
LIMITATION ON MOBILE HOMES

Section 1. Owner may, upon making proper application and upon receipt of written approval from the Committee, install certain improvements on the property and place a mobile home on the lot to use as a temporary single-family residence for a period of not more than five years or until January 1, 1978, whichever is sooner, at which time they must be removed from the lot.

Section 2. No mobile home shall be placed on any lot unless such mobile home is at least forty-five (45) feet in length and ten (10) feet in width or 450 square feet in living space.

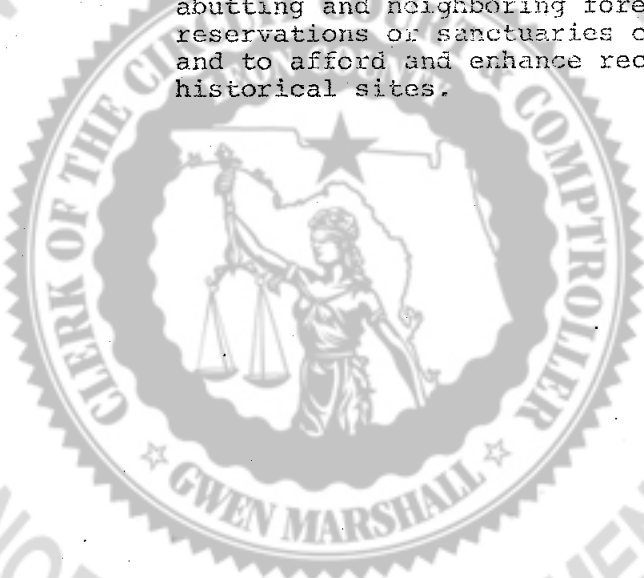
Section 3. No mobile home shall be placed on any lot unless such mobile home has been manufactured by a company engaged in the manufacture of mobile homes. It is the intention of this restriction to prohibit the parking of any "homemade" mobile home on any of the aforesaid lots. Mobile homes placed on this property must be no more than a five (5) year old model, including the current year, and it is required, and shall be the responsibility of the owner, to provide complete skirting for the mobile or modular home, in a manner acceptable to the Committee. This skirting is to be installed within four (4) weeks from the date of moving the mobile or modular home on to the tract.

Section 4. All lots are restricted to occupancy by a single family, living in a single mobile home. Leasing or sub-leasing of a mobile home or a lot to a party other than the buyer or purchaser of a lot shall be permitted, provided that all leasing or sub-leasing shall, in all respects, conform with these restrictive covenants.

Section 5. All mobile homes temporarily placed on The Properties shall be subject to all of the provisions contained in this Declaration of Covenants and Restrictions. This shall include, but not be limited to, the location of the mobile home, erection of fences, sewage and garbage disposal, and nuisances.

ARTICLE X  
PRESERVATION OF THE NATURAL ENVIRONMENT

Section 1. It shall be the express intent and purpose of these Covenants and Restrictions to protect, maintain, and enhance the natural environment. It shall be the further intent and purpose of these Covenants and Restrictions to protect streams, lakes, and water supplies, to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, fish, wildlife, game and migratory birds, enhance the value of abutting and neighboring forests, wildlife preserves, natural reservations or sanctuaries or other open areas and open spaces, and to afford and enhance recreation opportunities and preserve historical sites.



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Section 2. No large trees of any kind measuring ten (10) inches or more in diameter at a height measured three (3) feet above the natural ground elevation shall be cut or removed from any lot without the express written approval of the Architectural Control Committee unless located within ten (10) feet of the main dwelling or within ten (10) feet of the approved site for such building.

Section 3. When the Developer, its successors or assigns, is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the restricted property, entering the property and taking such action shall not be deemed a breach of these covenants.

ARTICLE XI  
TEMPORARY STRUCTURES

Except as otherwise provided herein, no structure of a temporary character, basement, tent, shack, tool or storage sheds, barn or other outbuilding of any type shall be located on any site at any time, unless approved by the Architectural Control Committee.

Boats, trailers, campers, or other vehicles shall be parked or stored within the garage or placed behind the residence; however, in no event shall the vehicles be visible from the street which runs in front of the property.

ARTICLE XII  
SINGLE-FAMILY SITE AREA AND WIDTH

No dwelling shall be erected or placed on any single-family site having a width of less than 100 feet at the place the dwelling is proposed to be erected nor shall any dwelling be erected or placed on any site having an area of less than 43,560 square feet.

ARTICLE XIII  
SINGLE-FAMILY DWELLING QUANTITY AND SIZE

The ground floor area of the main structure, exclusive of one-story porches, garages, carports, and patios, shall be not less than 1200 square feet.

In the event a structure contains more than one story, the ground floor must contain not less than 1,000 square feet and must be completely finished as living area, and at least 200 square feet of the second floor area must be completely finished as living area. However, the total square footage must equal or exceed that of the required one-story dwelling.

ARTICLE XIV  
BUILDING LOCATION

Section 1. No building shall be located on any site nearer than 85 feet to the front property line, or nearer than 25 feet to any side property line, or as otherwise specified by the Architectural Control Committee.

Section 2. No single-family dwelling shall be located nearer than 25 feet to an interior property line. No single-family dwelling shall be located on any interior site nearer than 50 feet to the rear line.

Section 3. No driveway shall be located nearer than 5 feet to an interior property line.

Section 4. No fence or prominent structure of any kind shall be permitted on the rear 50 feet of any site which has a rear property line adjacent to a lake.

Section 5. For the purposes of this covenant, eaves and steps 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 to encroach upon another site.

ARTICLE XV  
LAND NEAR PARKS AND WATER COURSES

No building shall be placed nor shall any material or refuse be placed or stored on any site within 20 feet of the property line of any park or edge of any open water course, except that celan fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

ARTICLE XVI  
EXTERIOR STRUCTURE MATERIALS

The exterior structure material of exterior walls of dwellings must be at least one-half (1/2) brick or stone masonry unless specifically waived in writing by the Architectural Control Committee.

ARTICLE XVII  
GARAGES AND CARPORTS

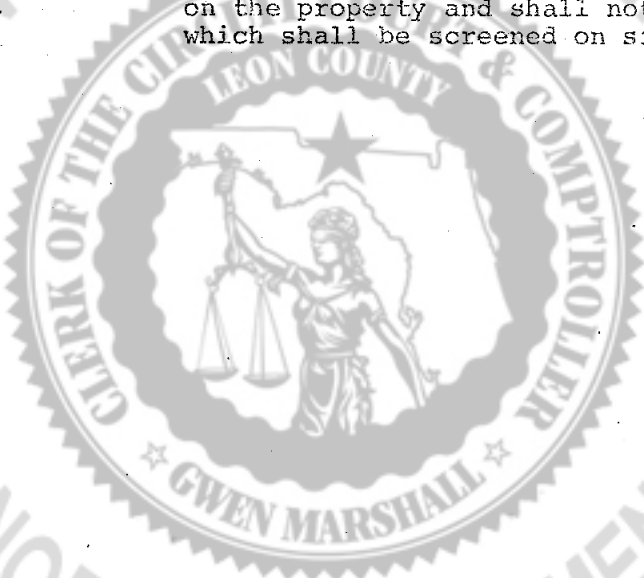
Each Living Unit shall have a functional carport or garage attached to the residence which shall be screened on sides which are visible from the street, which runs in front of the property, in such a manner that objects located within the carport shall present a broken and obscured view from the outside thereof.

ARTICLE XVIII  
SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any site unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the State of Florida and Leon County Health Departments. Approval of such system as installed shall be obtained from such department or departments.

ARTICLE XIX  
GARBAGE AND REFUSE DISPOSAL

No site shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs, or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on the property and shall not be kept except in sanitary containers which shall be screened on sides which are visible from the street.



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ARTICLE XX  
SIGNS

Except for signs installed by the Developer adjacent to Meridian Road, no sign of any kind shall be displayed to the public view on any site except one sign of not more than five square feet advertising the property for sale or rent. All signs must be approved in writing by the Architectural Control Committee.

ARTICLE XXI  
SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or, in the case of a rounded property corner, from the intersection of the property lines extended. The same sight-line limitations shall apply on any site within 10 feet from the driveway or alley pavement. Trees shall be permitted to remain within such distances of such intersections provided the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

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

ARTICLE XXIII  
LIVESTOCK AND POULTRY

The ownership of two (2) horses will be permitted to an owner of four (4) or more contiguous acres, provided that the owner shall adequately fence the area confining the animals to the property, so as not to create a nuisance to adjoining land owners.

No other animals, livestock, or poultry of any kind shall be raised, bred, or kept on any site, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and further provided that they are not allowed to wander or roam freely about the neighborhood or become a nuisance to other owners.

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ARTICLE XXIV  
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 site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any site. No derrick or other structure designed for use in boving for oil or natural gas shall be erected, or maintained for any commercial purpose.

ARTICLE XXV  
NUISANCES

No noxious or offensive activity shall be carried on upon any site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or tend to damage or destroy either private or public property.

IN WITNESS WHEREOF, said corporation has caused this instrument to be signed in its name by its President and its corporate seal to be hereunto affixed and attested by its Secretary, this 3rd day of January, A. D. 1973.



WINWOOD CORPORATION

By [Signature]  
BILL G. CARTEE

STATE OF FLORIDA.

COUNTY OF LEON:

BEFORE ME personally appeared BILL G. CARTEE, to me well known, and known to me to be the individual described in and who executed the foregoing instrument as President of the above named WINWOOD CORPORATION, a Florida corporation, and acknowledged to and before me that he executed such instrument as such President of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 3rd day of January, A. D. 1973.

[Signature]  
NOTARY PUBLIC

My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires Mar. 3, 1975

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