

RECORDED IN THE PUBLIC
RECORDS OF THE STATE OF FLORIDA
CO. OF LEON, FLA.
THE MEADOWS SUBDIVISION
DECLARATION OF
COVENANTS, RESTRICTIONS AND CONDITIONS JAY 8 10 42 AM '91

THIS DECLARATION, made on the date hereinafter set forth, in the County of Leon, State of Florida, between ROLLING MEADOWS, INC. and GULF BREEZE CORPORATION, INC., hereinafter referred to as "Declarant",

IR1473P0309

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the County of Leon, state of Florida, which is more particularly described as:

See Exhibit "A" attached hereto and by reference made a part hereof.

NOW THEREFORE, Declarant hereby declares that all of the Properties described above shall be held, sold, and conveyed subject to the following easements, restrictions covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors, and assigns, and shall insure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Properties" shall mean and refer to that certain real property described above.

Section 3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 4. "Declarant" shall mean and refer to Rolling Meadows, Inc. and Gulf Breeze Corporation, Inc., Florida corporations.

ARTICLE II
ARCHITECTURAL CONTROL

No building, fence, wall or other structure 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 to and approved in writing as to harmony of

external design and location in relation to the surrounding structures and topography by the Declarant, its successors or assigns, or by an architectural committee composed of three (3) or more representatives appointed by the Declarant, its successors or assigns. In the event said Declarant, its successors or assigns, or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

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ARTICLE III GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all reservations, liens and charge now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or by the 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 2. Severability. Invalidation of any one of these covenants or restrictions by judgment of court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the owners, and thereafter by an instrument signed by not less than seventy five percent (75%) of the owners. Any amendment must be recorded.

Section 4. Dissolution. Upon dissolution of the association, the assets shall be dedicated to a public body or conveyed to a non profit organization with similar purposes.

ARTICLE IV DWELLING QUANTITY AND SIZE

Section 1. Quantity. Not more than one (1) single family detached residential dwelling shall be permitted or allowed on any Lot subject to the covenants and restrictions of this Declaration.

Section 2. Size. The ground floor area of the main structure, exclusive of one story porches, garages, carports, and patios shall be not less than 980 square feet. In the event a structure in the aforementioned Unit contains more than one

story, the total floor area shall be not less than 1200 square feet, the ground floor must contain not less than 800 square feet and must be completely finished as living area, and at least 400 square feet of the second floor area must be completely finished as living area.

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ARTICLE V
BUILDING LOCATION

- (a) In any event, no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 20 feet to any side street line.
- (b) No building shall be located nearer than 7-1/2 feet to an interior lot line and must be at least 15 feet from an existing adjacent house.
- (c) No dwelling shall be located on any lot nearer than 25 feet to the rear lot line.
- (d) No driveway shall be located nearer than 5 feet of an interior lot line except that a back-up turn-around pad may be located as near as one foot to a property line.
- (e) Except as otherwise provided herein, no fence of any kind shall be placed or constructed nearer to the front property line than the front corner of the residence. No fence shall be located nearer than 2 inches to an interior lot line.
- (f) 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 lot.

ARTICLE VI
GARAGES AND CARPORTS

Each dwelling unit shall have a functional carport garage attached to the dwelling. The carport shall be screened on all sides which are visible from the street which runs in front of the lot in such a manner that objects located within the carport shall present a broken and obscured view from the street. In no instance shall the carport entrance be permitted to face the front lot line of the property unless it is enclosed and equipped with doors, or unless otherwise approved by the Declarant or the Architectural Control Committee.

ARTICLE VII
DRIVEWAY AND WALKWAY CONSTRUCTION

All driveways shall be constructed of concrete or "hot mix" asphalt and must have a minimum width of eight (8) feet. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a way as to be acceptable to the Declarant or the Architectural Control Committee.

**ARTICLE VIII
UTILITY CONNECTIONS AND TELEVISION ANTENNAS**

House connections for all utilities, including, but not limited to water, sewage, electricity, telephone and television, shall run underground from the proper connecting point to the dwelling structure in such a manner as to be acceptable to the governing utility authority. Installation in a manner other than prescribed herein will not be permitted except upon written approval of the Declarant or the Architectural Control Committee.

Exterior radio and television antenna installations must be approved in writing by the Declarant or the Architectural Control Committee, and shall be removed when cable-TV service is available in the area.

**ARTICLE IX
GARBAGE AND REFUSE DISPOSAL**

No Lot 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 and installed in such a manner to be acceptable to the Declarant or the Architectural Control Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

**ARTICLE X
WINDOW AIR-CONDITIONER UNITS**

No window air-conditioning units shall be installed in the front of the residence, and no exterior heating and/or air-conditioning compressors or other machinery shall be located to the front of the residence.

**ARTICLE XI
EASEMENTS**

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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.

The Declarant reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain in and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment, gas, water, sewer or other public conveniences or utilities on, in or over five (5) feet along one (1) side of each lot and such other areas as are shown on the application plat, provided further, that he Declarant may cut drainways for surface water wherever and whenever such action may be necessary in order to maintain reasonable standards of health, safety and appearance, or to meet governmental requirements. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installations and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of the Declarant, but this reservation shall not be considered an obligation of the Declarant, to provide or maintain any such utility or service.

ARTICLE XII LAKES AND BOATS

Section 1. Boats. Boats may be powered only by an outboard electric motor having a maximum of three (3) horsepower and shall be maintained and operated at all times in a safe manner according to the safety rules established by the Outboard Boating Club of America, U.S. Coast Guard, or other similar organizations. This section may be amended by Declarant or by unanimous vote of the Architectural Control Committee.

Section 2. Prohibitions. Diving platforms, floating docks, oil drums, other buoyant objects or materials, ladders, leaves, fishing methods employing the use of other than a hand held device, and boat houses are specifically prohibited.

Section 3. Right of Dedication. Declarant, its successors or assigns reserves the right to offer for dedication any lake or lakes within the properties encumbered by this Declaration to the appropriate governmental authority having jurisdiction thereover. In the event of such dedication and acceptance thereof by the appropriate governmental authority, then at the option of such governmental authority the terms and conditions of this Article XII shall become null and void and the use and maintenance of said lake or lakes shall be controlled exclusively by such governmental authority.

ARTICLE XIII 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 of shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, or maintained for any commercial purpose.

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 31st day of December, 1990.

Signed, sealed and delivered
in the presence of:

Bruce W. Johnson
Sue P. Mills

ROLLING MEADOWS, INC.

BY:

G. Ulmer Miller
G. ULMER MILLER,
Its President

STATE OF FLORIDA
COUNTY OF LEON

NOTARY

SWORN TO AND SUBSCRIBED before me this 31st day of December,
1990.

PUBLIC

Bruce W. Johnson
NOTARY PUBLIC

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: NOV. 6, 1991.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF FLORIDA
COUNTY OF LEON

SWORN TO AND SUBSCRIBED before me this 31st day of December,
1990.

Bruce W. Johnson
NOTARY PUBLIC

NOTARY

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: NOV. 6, 1991.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

GULF BREEZE CONSTRUCTION, INC.

BY:

Bruce W. Johnson
BRUCE W. JOHNSON
Its President