

3/20/78

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REC

RESTRICTIVE COVENANTS

THIS INDENTURE, made, executed and delivered this 4th day of April, A.D. 1978, by GEARL O'BRIEN & ASSOCIATES, INC., a Florida corporation, with its principal place of business in Tallahassee, Leon County, Florida.

W I T N E S S E T H :

THAT, WHEREAS, Gearl O'Brien & Associates, Inc. is the owner of 88.67 acres more or less of real property located in Leon County, Florida, and desires to create therein a residential community; and

WHEREAS, it is to the interest, benefit and advantage of Gearl O'Brien & Associates, Inc., and to each and every person who shall hereafter purchase a portion of said property, that certain protective covenants governing and regulating the use and occupancy of the same shall be established, set forth and declared to be covenants running with the land; and

WHEREAS, Gearl O'Brien & Associates, Inc. has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community property and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Gearl O'Brien & Associates, Inc. has incorporated under the laws of the State of Florida, as a non-profit corporation, Miccosukee Meadows Homeowners Association, for the purpose of exercising the aforesaid functions.

NOW, THEREFORE, Gearl O'Brien & Associates, Inc. declare that the real property described in Article I, as hereinafter set forth, and such additions thereto as may hereafter be made pursuant to Article I hereof, is and shall be held, transferred, sold,

This instrument prepared by
WILLIAM L. GARY of
PENNINGTON & WILKINSON
Attorneys at Law
Post Office Box 3235
Tallahassee, Florida 32303

899-1766

conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I.

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. 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 88.67 acres, more or less, and is more particularly described as follows, to-wit:

Begin at the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 4, Township 1 North, Range 2 East, and run thence South 89 degrees 54 minutes East along the south boundary of said Section 1703.38 feet; thence North 7 degrees 55 minutes 50 seconds West 2937.46 feet to a point on the south boundary of the Tallahassee-Miccosukee Road; thence run South 60 degrees 47 minutes West along said road 1454.36 feet to a point on the west line of the Northeast Quarter of the Southwest Quarter of Section 4; thence South 00 degrees 45 minutes West along the west line of the Northeast Quarter of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter of said Section 4, 2196.70 feet, containing 88.67 acres, more or less.

Section 2. Additional contiguous properties may become subject to this declaration of recordation of additional declarations containing essentially the same substance as the instant indenture in the sole discretion of Gearl O'Brien & Associates, Inc.

ARTICLE II.

DEFINITIONS

The following words, when used in this declaration, shall have the following meanings:

(a) "Association" shall mean and refer to the Miccosukee Meadows Homeowners Association, Inc.

(b) "Board" shall refer to and mean the Board of Directors of Miccosukee Meadows Homeowners Association, Inc.

(c) "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 decks, carports, canopies, enclosed malls, porches, walls and fences.

(d) "Committee" shall refer to and mean the architectural control committee.

(e) "Community property" shall refer to and mean the paved roadways located in Miccosukee Meadows.

(f) "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, outbuildings, waterlines, sewers, electrical and gas distribution facilities, loading areas, parking areas, walkways, wells, fences, hedges, mass plantings, entrance ways, or gates and signs.

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

(h) "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 on 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.

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

(j) "The properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this 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 the land and bind the land, and shall inure to the benefit of and be enforceable by the association, its respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this declaration is recorded in the Public Records of Leon County, Florida, 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 (2/3) of the sites has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided, however, no such agreement to change shall be effective unless made and recorded two (2) years in advance of the effective date of such change, and unless notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

Section 2. 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 the association for 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 3. 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

Gearl O'Brien & Associates, Inc. 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 or other instrument hereafter 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 lots 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 Gearl O'Brien & Associates, Inc., in its sole judgment, determines such violation to be a minor or insubstantial violation.

ARTICLE V.

ADDITIONAL COVENANTS AND RESTRICTIONS

No property owner, without the prior written approval of Gearl O'Brien & Associates, Inc., 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 the 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 gradings and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons connected with future development plans of Gearl O'Brien & Associates, Inc. of said lands or contiguous lands.

ARTICLE VII.

ARCHITECTURAL CONTROL COMMITTEE

Membership. The architectural control committee is composed of Gearl O'Brien, Linda K. O'Brien and a third party to be appointed by the association. A majority of the committee may designate a representative to act for it. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

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 thirty (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 (10) 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 plot plan showing location and orientation of all buildings and 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 the materials proposed to be used.

ARTICLE VIII.

LAND USE AND BUILDING TYPE

No site shall be used except for residential purposes. No building of any type shall be erected, altered, placed or permitted to remain on any residential site other than one (1)

detached single-family dwelling not to exceed two and one-half (2-1/2) stories in height and a private garage for not more than two (2) cars. 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 lot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities.

ARTICLE IX.

TEMPORARY STRUCTURES

No structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding of any type shall be located on any site at any time, except during approved construction.

ARTICLE X.

SINGLE-FAMILY LOT AREA

No dwelling shall be erected or placed on any residential site having an area of less than 1.10 acre(s). No parcel conveyed from Gearl O'Brien & Associates, Inc., shall be resubdivided into residential sites of less than one and one-half (1-1/2) acres.

ARTICLE XI.

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 one thousand two hundred (1,200) square feet.

In the event a structure contains more than one story, the ground floor must contain not less than one thousand (1,000) square feet and must be completely finished as living area, and at least six hundred (600) square feet of the second floor area must be completely finished as living area.

ARTICLE XII.

BUILDING LOCATION

(a) No building shall be located on any site nearer than ninety (90) feet to the front property line (center of the road right-of-way) nor more than one hundred thirty (130) feet from the front property line (center of road right-of-way), or nearer than twenty (20) feet to any side property line, or nearer than fifty (50) feet from the back lot line, or as otherwise specified by the committee.

(b) No single-family dwelling shall be located nearer than twenty (20) feet to an interior property line and must be at least forty (40) feet from an existing adjacent house.

(c) No driveway shall be located nearer than five (5) feet to an interior property line except a back-up turn around pad may be located as near as one (1) foot from the property line. No driveway shall have a width greater than fourteen (14) feet nor narrower than eight (8) feet, exclusive of turn around pad.

(d) Except as otherwise provided herein, no fence of any kind shall be placed or constructed nearer to the front property line than the building setback line or the front corner of the residence, whichever is greater. No fence shall be located nearer than two (2) inches to an interior property line nor exceed a height of six (6) feet.

(e) For the purpose 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 XIII.

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 or

adjacent to the property, in such a manner that objects located within the carport shall present a broken and obscured view from the outside thereof. All garage and carport entrances shall face the rear property line or a side property line that is not adjacent to a street. In no instance shall the entrance be permitted to face the front property line of the property.

ARTICLE XIV.

UTILITY CONNECTIONS AND TELEVISION ANTENNAS

All house connections for utilities including, but not limited to, water, sewage, electricity, telephone and television, shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority and the committee.

Exterior radio and television antenna installations must be to the rear of the house and approved in writing by the committee.

ARTICLE XV.

WATER SUPPLY

No individual water supply system of any kind shall be permitted on any site nearer than one hundred forty (140) feet to the front property line (center of road right-of-way), unless approved in writing by the committee.

ARTICLE XVI.

SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any site nearer than one hundred sixty (160) feet to the front property line (center of road right-of-way). All sewage disposal systems shall be designed, located and constructed in accordance with the requirements, standards and recommendations of the State of Florida and Leon County Health Department. Approval of such system as installed shall be obtained from such department or departments.

ARTICLE XVII.

GARBAGE AND REFUSE DISPOSAL

No site shall be used, maintained, or allowed to become a dumping ground for scrap, litter, leaves, limbs, trash or garbage. Trash, garbage and other waste shall not be allowed to accumulate on the property and shall not be kept except in sanitary containers installed in such a manner to be acceptable to the committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and kept to the rear of the residence. There shall be no burning of household garbage.

ARTICLE XVIII.

WINDOW AIR-CONDITIONING UNITS

No window air-conditioning units shall be installed unless placed to the rear of the building.

ARTICLE XIX.

SIGNS

No sign of any kind shall be displayed to the public view on any site except one (1) sign of not more than five (5) square feet advertising the property for sale or rent. All signs must be approved in writing by the committee.

ARTICLE XX.

LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any sites, except that dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose and, further, provided they are not allowed to wander or roam freely about the neighborhood, and further provided, that no more than three (3) dogs or cats per household shall be kept.

ARTICLE XXI.

HORSES

A property owner may keep up to two (2) horses on his property provided the property owner owns at least two (2) acres

of contiguous property and further provided that the horses are not kept, bred or maintained for commercial purposes.

Horse riding is limited to the property owner's site only. Horse riding on property maintained by the Association is prohibited. (This includes roads.)

ARTICLE XXII.

NUISANCES

No noxious or offensive activity shall be carried on upon any sites, 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.

ARTICLE XXIII.

MEMBERSHIP IN THE ASSOCIATION

Each site owner, by acquiring title to any site or by acquiring any interest in said site which would entitle him to the use thereof, either individually or in common with others, does by the acquisition of such title consent to be and shall upon acquisition of said title or interest in said site, automatically become a member in Miccosukee Meadows Homeowners Association, Inc., and does agree to abide by the provisions of such Association's Charter, By-Laws and Regulations with relation to the use of such site and the Community property and to pay such assessments as are reasonably levied by said Homeowners Association. Each site owner, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance shall be deemed to covenant and agree that any annual or special assessments that may be charged by the Homeowners Association, together with interest thereon and costs of collection shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made, and each such assessment, annual or special, together with interest thereon

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and costs of collection shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

WITNESSES:

GEARL O'BRIEN & ASSOCIATES, INC.

Gregory D. Farrell
James H. Rhodes

By:

Gearl O'Brien
GEARL O'BRIEN, President
(CORPORATE SEAL)

STATE OF FLORIDA,

COUNTY OF LEON.

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgments, personally appeared GEARL O'BRIEN to me known to be the person described as President of GEARL O'BRIEN & ASSOCIATES, INC., in and who executed the foregoing RESTRICTIVE COVENANTS, and acknowledged before me that that person executed the foregoing RESTRICTIVE COVENANTS in the name of and for that corporation, affixing the corporate seal of that corporation thereto; that as such corporate officer that person is duly authorized by that corporation to do so; and that the foregoing RESTRICTIVE COVENANTS is the act and RESTRICTIVE COVENANTS of that corporation.

WITNESS my hand and official seal in the County and State named above this 4th day of April, A. D. 1978.

James H. Rhodes
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires May 8, 1978
Bonded by American Fire & Casualty Co.

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