

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

FOR

MEADOWGLEN PHASES 1, 2 AND 3

THIS DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS (referred to in this instrument as the "Protective Covenants"), is made by WOODLAND III, LTD., a limited partnership existing under the laws of Florida (referred to in this instrument as the "Developer"), the owner of the real property subject to these Protective Covenants, which property is described with more particularly as:

All lots and parcels in MEADOWGLEN PHASE 1 and MEADOWGLEN PHASE 2, as per the plat thereof recorded in Plat Book S at page 55 and Change of Name filed in O.R. Book 2067, Page 2, and all lots and parcels in MEADOWGLEN PHASE 3, as per the plat thereof recorded in Plat Book T, page 5, of the Public Records of Alachua County, Florida (the foregoing lands collectively referred to in this instrument as the "Property")

NOW THEREFORE, the Developer declares that all of the property 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 the 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 property or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

CIRCUIT COURT CLE  
J.K. "Buddy" Irby  
ALACHUA COUNTY, FL  
Date 11/15/1996  
Document ID 14  
Book/Page 2088/

As used in this Declaration, the following terms have the meaning indicated below:

1. "Association" means MEADOWGLEN HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.
2. "Owner" means the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, but excluding those who have an interest merely as security for the performance of an obligation. The provisions of this Declaration, including assessments, apply to each Lot and Owner without regard to whether a dwelling unit is located on the Lot.
3. "Lot" means any plot of land shown upon any recorded subdivision map or plat of the Property. In the event of a legally valid replat, further subdivision, or combining of lots, the term shall apply to the property as last replatted, subdivided or combined, provided however, that a combining of lots not evidenced by a replat must be approved by the Developer or the Association in order to be treated as a single lot for assessment purposes and will be so treated only so long as the combined lots remain under common ownership.
4. "Members" means those Owners who are members of the Association as provided in Article IV.

5. "Developer" includes the Developer's heirs, successors and assigns.
6. "Recreational Vehicle" includes a pickup camper, motorhome, travel trailer (with or without wheels), motor boat, house boat, boat trailer and similar water borne vehicle.
7. "Large Vehicle" means a truck, van or other motor vehicle or personal property that is larger than 3/4 tons.
8. "Architectural Control Committee" means the committee described in Article VI of this Declaration.
9. "Common Improvements" means those improvements installed by the Developer or by the Association, including shrubbery, entrance ways, drainage facilities, fencing and landscaping, located either on lands owned by the Association or on which the Association has been granted an easement for the purpose of maintaining such improvements.

**ARTICLE II**  
**RESTRICTIVE COVENANTS**

Each and every Owner of an interest in a Lot covenants to comply with the restrictions and other matters set forth herein. The provisions of these Protective Covenants are in addition to and not in lieu of any present or future State, County, City or other governmental policies or ordinances affecting land use and other matters. All Owners of the Property agree and covenant to each other to abide by all such ordinances and policies.

- Section 1.** No Lot shall be re-subdivided or re-platted in such a way as to result in any Lot or parcel that is less than 40,000 square feet in size.
- Section 2.** Any construction commenced upon any Lot shall be completed within twelve (12) months from the date of first delivery of any materials to the site of construction unless any extension thereof is granted by the Architectural Control Committee.
- Section 3.** No building shall be constructed or placed on any Lot except one (1) single family site constructed dwelling that contains a minimum of 1500 square feet of floor area, excluding garages and unenclosed porches, and such other attendant, harmonious, separate structures (i.e., detached garage or home workshop) that are approved by the Architectural Control Committee and constructed after or in conjunction with the construction of a single family dwelling on the Lot.
- Section 4.** Except for purposes of proper maintenance and repairs where exterior colors (including roofing) are not changed, or as otherwise provided in this Declaration, no construction activity shall be performed or commenced upon any Lot until sufficient plans and specifications, including landscaping plans and color schedules, have been submitted by the Owner

to the Architectural Control Committee and approved by said committee in writing. For purposes of this Declaration, "construction activity" includes the construction, movement or placement of any building, fence, wall, mailbox or other improvement or structure or any lot clearing preparatory to such activity, and any addition to or change or alteration of the exterior or the exterior color of any structure.

- Section 5.** All driveways and parking areas must be constructed of asphalt, concrete, interlocking pavers, or similar material approved by the Architectural Control Committee. No vehicle shall be parked, stored or otherwise left on any unpaved area nor on any street or public right-of-way serving the Subdivision.
- Section 6.** Unless approved by the Architectural Control Committee, no outside antennae of any type or size nor any satellite dishes larger than three (3) square feet shall be maintained or constructed on any Lot.
- Section 7.** No trailer, tent, garage, or other outbuilding erected shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.
- Section 8.** The Owner of a Lot shall not permit trash, junk, garbage or abandoned or inoperative automobiles to remain on the Lot, and the Owner shall promptly remove same upon request. In addition to other remedies at law or in equity, the same may be removed from any Lot by the Association at the sole expense of the Owner of the Lot, if not removed by the Owner within ten (10) days of receipt of written notice mailed to the Owner by certified or registered mail. All Lots and improvements thereon shall be kept in a good state of repair and appearance including, without limitation, keeping grass neatly mowed and trees trimmed, and keeping the Lot free from unsightly accumulations of materials.
- Section 9.** The keeping, maintaining or storing of any Recreational Vehicle or any Large Vehicle on a street or public right-of-way or on a lot on which there is not a permanent residential dwelling is prohibited. The keeping, maintaining or storing of any Recreational Vehicle or Large Vehicle on a Lot with a permanent residential dwelling is not permitted unless the same is housed in a completely enclosed permanent structure approved by the Architectural Control Committee or unless a special exception has been granted by the Architectural Control Committee. Any such special exception shall specify the specific vehicle, Lot, special conditions, and time duration for the special exception and shall also specify the precise location on the Lot where the vehicle(s) may be kept which shall not include any location within 150 feet of any front lot line nor within 50 feet of any side lot line. Special exceptions shall not be granted for commercial vehicles, school buses nor public transportation vehicles. Other provisions notwithstanding, in no event shall more than a maximum of two (2) Recreational Vehicles and/or Large Vehicles be kept

on a Lot at any time and any such vehicles kept on a Lot must be neat and well maintained in appearance and be in good working condition.

- Section 10.** No repairs or restoration of any motor vehicle, boat, camper, trailer or other vehicle shall be permitted on any Lot unless such repairs are conducted in an enclosed permanent structure approved by the Architectural Control Committee.
- Section 11.** No commercial trade, business, service, professional care, instruction or manufacturing shall be carried on upon the Property that violates applicable zoning ordinances nor in a manner that is or may become an annoyance or nuisance to the other Owners of the subject Property. No signs concerning any commercial or business activity shall be permitted on the Property. The foregoing notwithstanding, the Developer and its successors and assigns may construct, operate and maintain model home centers and storage facilities on the Property and erect and maintain signs related to the sale or construction of residential homes and lots.
- Section 12.** No Lot, nor any building erected thereon, shall be used or occupied in a manner that injures or adversely affects the use, occupation or value of other Lots for residential purposes.
- Section 13.** No hunting or discharge of firearms is permitted upon the Property.
- Section 14.** No animals or pets that are a nuisance or annoyance to other lot owners shall be kept on the Property. No animals other than ordinary household pets shall be kept on the Property. No swine, roaming fowl, cattle, horses, goats, sheep nor other farm livestock shall be kept on the Property at any time.
- Section 15.** When a Lot is for sale, only one "For Sale" sign no larger than four (4) square feet will be permitted for each lot, provided however, that a builder or real estate broker may, with the approval of the Architectural Control Committee, erect a sign of up to 32 square feet to advertise a newly constructed property for sale during the construction and sales period.
- Section 16.** Other provisions to the contrary notwithstanding, the Developer and its successors and assigns, are allowed to use the Property owned or controlled by them in such manner as they determine to be reasonably necessary or advisable for the conduct of their business or in connection with the construction and maintaining of structures on the Property, including model home centers, and establishing the Property as a residential community.

**Section 17.** The project is subject to the requirements of Permit SWM4-95-0110 issued by the Suwannee River Water Management District. Construction of driveways and other access to individual Lots and construction of other improvements must not interfere with the drainage plan for the Property. It is the responsibility of the individual Lot Owner to install culverts and erosion control protection necessitated by the Lot Owner's construction activities. Activities that would materially adversely affect the drainage plan are prohibited without the prior approval of the Association and the Suwannee River Water Management District. No structure, shrubbery, trees, bushes or other material may be placed or permitted to remain on a Lot which may damage or interfere with the installation and maintenance of the drainage system.

**Section 18.** In the event of a violation or breach of any item within this Declaration by any person or concern claiming by, through or under the Developer, or by virtue of any judicial proceedings, the Association, the Developer and the Owner of any Lot located on the Property, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof, to prevent the violation or breach of any of them and/or to recover damages suffered as a result of violation, including reasonable attorneys fees in enforcement proceedings. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach, or as to any breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement.

**Section 19.** The Developer hereby reserves, for the benefit of the Association and its assigns, an easement across all portions of the Property lying within 10 feet of any front, rear or side Lot line for the purpose of public and private utilities and drainage. To facilitate an Owner's approved construction activities on contiguous Lots under common ownership, the Board of Directors of the Association may abandon unneeded portions of the foregoing easement along side Lot lines between said contiguous Lots.

**ARTICLE III  
ASSOCIATION OPERATIONS**

**Section 1.** Maintenance of those portions of the drainage system that are located outside of the public rights-of-way, maintenance of the Common Improvements and maintenance of the road ways and drainage facilities required beyond that provided by governmental authority shall be the responsibility of the Association.

**Section 2.** The Association may maintain such insurance coverage as the Association determines desirable.

- Section 3.** The Association shall determine a budget for operation of the Association and shall have the power to assess the Owners to obtain necessary funds to implement such budget.
- Section 4.** The Association shall have the power and authority to and shall promptly perform all duties and obligations imposed upon the Association. The Association may enter into contracts with third parties to provide products or services required of the Association, but the Association shall not thereby be relieved of its obligation to ensure that such products or services are provided.

**ARTICLE IV**  
**MEMBERSHIP AND VOTING RIGHTS**

- Section 1.** Every Owner of a Lot that is subject to assessment will be a Member of the Association. Membership is appurtenant to and may not be separated from ownership of the Lot which is subject to assessment. Members shall abide by all provisions of this Declaration, including payment of assessments and compliance with restrictive covenants, and shall abide by the by-laws, rules and regulations of the Association.
- Section 2.** Members will be all Owners, including the Developer. Except in proceedings to levy special assessments, exclusive voting rights in the Association shall be held by the Developer, its successors or assigns until December 31, 1999 or until the earlier voluntary relinquishment of such voting rights by Developer. Thereafter, each Member, including the Developer, will be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but only one vote can be cast with respect to any Lot.
- Section 3.** The business of the Association will be managed by the Board of Directors of the Association who may employ agents to assist them in this function. The Association will indemnify the Directors and their agents from any personal liability, including attorney fees, which arises as a result of their good faith actions in the conduct of the Association's business and activities.
- Section 4.** Annual meetings of the Association Members can be called at the discretion of the Board of Directors or at the request of Owners entitled to cast ten percent (10%) of the total Association votes. Special meetings of the Association Members can be called by the Board of Directors.
- Section 5.** Notice of any meeting called under Section 4 above will be sent to all Members not less than 30 days in advance of the meeting. The presence of Members or of proxies entitled to cast one-third (33 1/3%) of all the votes of the membership will constitute a quorum.

ARTICLE V  
COVENANT FOR MAINTENANCE ASSESSMENTS

- Section 1.** Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, to be established and collected as provided in this Declaration. The annual and special assessments, together with interest, costs and reasonable attorney's fees, will be charges on the land and will be a continuing lien on the Property against which each assessment is made. Each assessment, together with interest, costs and reasonable attorney fees, will also be the personal obligation of the person who was the Owner of such Property at the time the assessment fell due. The Association may give record notice of an assessment lien by recording a claim of lien signed and verified by an officer or managing agent of the Association stating the description of the Lot, the name of the record Owner thereof, the amount due and the date when due. The lien shall continue in effect until all sums secured by the lien have been paid in full, at which time the Owner shall be entitled to receive a recordable satisfaction of said lien. Liens for assessments may be foreclosed by suit in the name of the Association in like manner as a foreclosure of a mortgage on real property.
- Section 2.** Purpose of Assessments. The assessments levied by the Association will be used to maintain the Common Improvements and other areas with respect to which the Association has an interest, and to maintain roadways, drainage facilities and other improvements serving the Property to the extent not maintained by a public entity, to pay the cost of the enforcement of the restrictions, limitations, conditions and agreements set forth herein, and for the establishment of reasonable reserves therefore. This may include, but is not limited to:
- (a) Payment of operating expenses of the Association, including payment of insurance premiums on insurance acquired by the Association.
  - (b) Lighting, improvement and beautification of the subdivision entrances, easement areas, and the acquisition, maintenance, repair and replacement of directional markers, signs and traffic control devices.
- Section 3.** Amount of Assessments. The Association shall determine the amount of regular annual assessments by majority vote in advance for each fiscal year based upon reasonably anticipated expenses and necessary reserves determined by the Board of Directors. Failure of the Board to include any item in the regular budget shall not preclude the Board

from levying an additional assessment in any fiscal year for which the budget has been projected. Likewise, any provision to the contrary notwithstanding, the Board may increase the amount of levy during a fiscal year after the budget has been adopted if the Board determines that additional monies will be required in order to fund and pay for any proper expenses. The foregoing notwithstanding, until the Developer relinquishes exclusive voting control of the Association, the regular assessment shall not exceed \$20 per calendar quarter per Lot.

- Section 4.** Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association can levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a Common Improvement, and only if the Special Assessment is approved by at least two-thirds (2/3) of all votes duly cast in person or by proxy at a meeting duly called for this purpose.
- Section 5.** Notice and Quorum for any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 above will be sent to all Members not less than 30 days in advance of the meeting. The presence of Members or of proxies entitled to cast one-third (33 1/3%) of all the votes of the membership will constitute a quorum.
- Section 6.** Uniform Rate of Assessment. Both annual and special assessments will be fixed at a uniform rate for all Lots and can be made payable on an annual or more frequent basis.
- Section 7.** Date of Commencement of Annual Assessments and Due Dates. The annual assessments will commence at such time as determined at the discretion of the Board of Directors of the Association. The Board of Directors will fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment will be sent to each Owner. The due dates will be established by the Board of Directors. The Association will, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.
- Section 8.** Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date will bear interest from the due date at the maximum rate then permitted under Florida Law. The Association can bring an action at law against the Property. No Owner can waive or otherwise escape liability for the assessments by non-use of the Common Improvements nor by abandonment of his Lot.

Section 9.

Certificate of Payment. The Association shall, upon demand at any time, furnish to any Owner liable for assessment, a certificate in writing signed by an officer of the Association, setting forth the status of all assessments applicable to any Lot. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. The Association may charge the Owner a reasonable fee for providing the aforesaid certificate.

Section 10.

Subordination of the Lien to Mortgage. The lien of the assessments provided for herein is junior and subordinate to the lien of any bona fide mortgage on a Lot. Sale or transfer of any Lot will generally not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure, or any proceeding or transfer in lieu thereof, will extinguish the lien of the assessment as to payments which became due prior to such sale or transfer. No sale or transfer will relieve liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE VI  
ARCHITECTURAL CONTROL COMMITTEE

Section 1.

Composition of Architectural Control Committee. The initial Architectural Control Committee shall be composed of persons appointed by the Developer, subject to Developer's right to remove and replace said persons at any time, until such time as the Developer relinquishes in writing to the Association the right to make such appointments. Thereafter, the officers of the Association shall constitute the Architectural Control Committee.

Section 2.

Rules and Regulations. The Architectural Control Committee may from time to time adopt, promulgate, rescind and amend such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details or other matters, as it may consider necessary or appropriate.

ARTICLE VII  
AMENDMENT BY DEVELOPER

The Developer reserves and shall have the sole and exclusive right without notice to amend these Covenants and Restrictions for the limited purpose of curing any scrivener's error, ambiguity in or inconsistencies between the provisions contained herein.

ARTICLE VIII  
ADDITIONAL COVENANTS AND RESTRICTIONS

No Owner other than the Developer may impose any additional covenants or restrictions on any of the Property without the prior written approval of the Developer and the Association.

ARTICLE IX  
GENERAL PROVISIONS

- Section 1.** Enforcement. The Association or any Owner has the right to enforce by any proceedings at law, or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or later imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained will not constitute a waiver of the right to do so thereafter.
- Section 2.** Severability. Invalidation of any one of these covenants or restrictions by judgment or court order will in no way affect any other provisions, which shall remain in full force and effect.
- Section 3.** Amendment. The covenants and restrictions of this Declaration will run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded in the public records, after which time they will 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. To be effective, any such amendment must be recorded in the public records of Alachua County, Florida.
- Section 4.** Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose and intent of creating a residential community. Whenever the context requires or permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, executed this Declaration this 14<sup>th</sup> day of November, 1996.

Signed, sealed and delivered in our presence as witnesses:

Mary June Vance  
MARY June Vance  
(Print name)

Katherine N. Upshaw  
KATHERINE N. UPSHAW  
(Print name)

WOODLAND III, LTD.

BY: Dennis G. Lee  
Dennis G. Lee, president of Florida Woodland, Inc., as general partner

STATE OF FLORIDA  
COUNTY OF ALACHUA

THE FOREGOING instrument was acknowledged before me this 14<sup>th</sup> day of November, 1996, by DENNIS G. LEE as President of Florida Woodland, Inc., as general partner of WOODLAND III, LTD. who is personally known to me.

Mary Jane Vance  
Mary Jane Vance  
Printed Notary Name  
Notary Public, State of Florida  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(SEAL)

MARY JUNE VANCE  
COMMISSION # CC 321575  
EXPIRES OCT 18, 1997  
Atlantic Bonding Co., Inc.  
800-732-2245