

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

OR 139241054

SETTLER'S CREEK

THIS DECLARATION, is made and executed this 29th day of August, 1989, by SETTLER'S CREEK PARTNERSHIP, a Florida general partnership, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property located in Leon County, Florida, and more particularly described in "Exhibit A" attached hereto and by reference made a part hereof; and

WHEREAS, the Property shall be developed as and be referred to as "SETTLER'S CREEK".

NOW THEREFORE, Declarant hereby declares that all of the properties described in "Exhibit A" attached hereto 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 inure 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 a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Property" shall mean and refer to that certain real property described in "Exhibit A" attached hereto, and such additions thereto as may hereafter be made subject to the provisions of this Declaration; and all improvements thereon

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OFFICE OF THE CLERK
LEON COUNTY, FLORIDA

or hereafter constructed thereof, together with all easements and rights appurtenant thereto intended for use in connection with the Property, and necessary to effectuate the purpose and intent of Declarant as set forth herein.

Section 3. "Lot" shall mean and refer to each of the numbered lots depicted on any plat of Settler's Creek covering all or any part of the Property to be recorded in the Public Records of Leon County, Florida.

Section 4. "Declarant" shall mean and refer to Settler's Creek Partnership, and its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development and the Declarant assigns, by written instrument, its rights hereunder.

ARTICLE II

EASEMENTS

The Declarant hereby reserves, excepts, imposes, grants and creates a non-exclusive, perpetual easement to and on behalf of the City of Tallahassee for the use and benefit of the general public, the Declarant, the Owners, and their grantees, heirs, successors in interest, and quests for drainage and utility purposes and for ingress and egress over, under and across those roads, easement areas and stormwater management areas depicted on the plat of Settler's Creek to be recorded in the Public Records of Leon County, Florida. Utilities as used herein shall be given a broad meaning and shall include, but not be limited to, an easement for the installation, repair and maintenance of electric, telephone, water, cable television and sanitary sewer lines and facilities, and drainage facilities as otherwise determined by the Declarant. Within these easements, no structure, planting or other material which may interfere with the use and purpose of the easement shall be placed or permitted to remain.

ARTICLE III

OR1392PC1056

PARKING

Overnight parking by owners and their guests shall not be permitted on the roadway easement but shall be restricted to the garage, driveway or designated parking pad(s) located on the lot.

ARTICLE IV

ARCHITECTURAL CONTROL

The Declarant shall appoint an Architectural Control Committee. With the exception of the initial members, all members of the Committee must be Lot owners. The initial members will serve until December 31, 1992, unless they sooner resign. Thereafter, all members shall serve at the pleasure of the Declarant. The initial members of the Committee shall be Joe Bufkin, Tom Baldwin, Charlotte Dodson, Frank Donaldson and Bill Mattice, all residents of Tallahassee, Florida. All notices or submission requests to be given to the Committee shall be in writing delivered by mail to the principal registered office of the Association at Post Office Box 6447, Tallahassee, Florida 32324, as from time to time to set forth in the records of the office of the Florida Department of State, Corporate Division. No Owner shall erect or maintain any building, fence, light post, mail box, wall, headwall or other structure, nor shall any Owner commence or make any exterior addition to or change or alter in the shape, color or appearance of the exterior or existing improvements, or make any material alteration, addition or deletion to the landscaping of any Lot, until and unless the plans and specifications showing the nature, kind, shape, height, materials, color, location and all other details of the same shall have been submitted to and approved in writing by the Architectural Control Committee as to the quality of materials, harmony and external design and color, and the location in relation to surrounding structures and topography. The effect of the changes, improvements or alterations on the topography of the land and the environmental impact thereof may

also be considered by the Committee in determining whether approval may be given. Such approval may be withheld for any reason, but if no written notice of approval or disapproval is given by the Committee within 30 days after it has received full plans and specifications, approval will not be required and this provision will be deemed to have been complied with. In the event written approval is given, no work shall be commenced until such time as the Owner or his contractor has obtained all permits and paid all fees required by law. Notwithstanding the foregoing provisions relating to the appointment of the Architectural Control Committee and the members constituting the same, the Declarant shall have the right to appoint all successor members.

ARTICLE V

VARIANCES AND MODIFICATIONS

The Declarant or the Architectural Control Committee shall have the right, in its sole discretion, to grant variances and to modify any of the restrictions provided in this Declaration, provided however, that this right can only be exercised in a reasonable manner and cannot be used so as to modify or destroy the general scheme and plan of development provided for herein and shall not be construed to effect the rights of the subsequent owners of the property to seek enforcement of any violation of the restrictions provided for herein.

ARTICLE VI

LAND USE AND BUILDING TYPE

No Lot shall be used except for residential purposes and such other purposes set forth in this Declaration. No building of any type shall be erected, altered, placed or permitted to remain on any Lot other than a detached single-family dwelling.

ARTICLE VII

SUBDIVISION OF LOT

No Lot shall be re-subdivided.

ARTICLE VIII
DWELLING SIZE

OR1392PC1058

No dwelling shall be permitted on any Lot unless the ground floor area of the main structure, exclusive of porches, garages and deck areas, contains at least one thousand (1,000) square feet for a one-story dwelling and at least seven hundred and fifty (750) square feet for a dwelling of more than one story, exclusive of porches, garages and deck areas. No dwelling shall exceed two stories in height.

ARTICLE IX

BUILDING, DRIVEWAY AND FENCE LOCATION

All improvements to any Lot shall be erected in accordance with all applicable local zoning codes and ordinances. In addition, no building shall be located on any Lot: nearer than twenty-five (25) feet to the front Lot line; nearer than twenty-five (25) feet to the rear Lot line; nearer than five (5) feet to a side-interior Lot line or nearer than fifteen (15) feet to any side street Lot line. For the purposes of this Article IX, 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. No driveway shall be located nearer than five (5) feet to any Lot line except a back-up turnaround pad may be located as near as one (1) foot to a Lot line. All driveways shall be constructed so as to maintain the natural contour of the Lot and therefore, allow sheet drainage onto the lot rather than the street or adjacent lots. No fence shall be located nearer to the front Lot line than the rear of the primary building.

ARTICLE X

GARAGES

Each dwelling unit shall have an enclosed garage facility capable of accommodating at least one automobile attached

thereto. Each garage shall have a garage door capable of opening and closing, and shall be large enough to allow the automobile to pass through the door opening.

ARTICLE XI

DR1392PC1059

WINDOW AIR CONDITIONING UNITS

No window air-conditioning units shall be permitted, which would be exposed to the exterior of any dwelling.

ARTICLE XII

ROOF PITCH/PLUMBING STACKS

All buildings shall be constructed with a minimum roof pitch of six (6) in twelve (12). All plumbing stacks shall be vented to the rear of the building.

ARTICLE XIII

PROHIBITED BUILDING MATERIAL

No texture III or plywood siding will be allowed for the construction of any building.

ARTICLE XIV

SEWERS

Each dwelling unit built upon a Lot within the Property shall be connected to and served by the sewerage system of the City of Tallahassee. The cost of such connection and service shall be borne by the Owner of said Lot.

ARTICLE XV

NUISANCES

No noxious or offensive activity shall be carried on, in, upon or around any Lot or building located thereon or in or upon any easement area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any other owner.

ARTICLE XVI

TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, storage building, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently; provided however, Declarant may

maintain offices or storage facilities during the construction and sales periods. Likewise, a contractor may maintain a temporary storage facility on a lot to store the contractor's building materials during construction of the improvements to said Lot.

ARTICLE XVII

OR1392PC1060

SIGNS

No sign or billboard of any kind shall be displayed to the public view on any Lot, dwelling, unit or any portion of the easement areas except one sign of customary and reasonable dimension to advertise the lot or dwelling unit for sale or lease; except signs used by Declarant, its agents, successors or assigns to advertise the lot or dwelling during the construction and sale of same.

ARTICLE XVIII

LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, provided, however, dogs, cats or other household pets may be kept, they are not kept, bred or maintained for any commercial purpose.

ARTICLE XIX

RADIO AND TELEVISION ANTENNA

No exterior radio, television antenna or satellite-dish may be installed on any portion of the Properties unless such installation and the size, color and design and location of the antenna/satellite-dish have been approved by the Architectural Control Committee. Any satellite-dish so approved will be allowed only temporarily and shall be required to be removed, at the Owner's expense, within ninety (90) days of the installation of cablevision within Settler's Creek. All such satellite-dishes shall be shielded from view from front and side streets.

ARTICLE XX

OR 1392PC1061

MAIL BOXES

No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected or located on any Lot unless and until the size, location and type of material for said boxes or receptacles shall have been approved by the Architectural Control Committee.

ARTICLE XXI

GARAGE AND REFUSE DISPOSAL

No Lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs or rubbish. All trash, garbage or other waste shall be regularly removed and shall not be allowed to accumulate on any Lot or other part of the Property and shall not be kept except in sanitary closed containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street. The Settler's Creek Homeowner's Association shall have the right to maintain any Lot, whether built upon or not, which is not maintained by the Owner to the standards of the neighborhood. The Lot Owner shall be responsible for and subject to a lien to cover the cost of such maintenance by the Association.

ARTICLE XXII

SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the front and side street lot lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection

of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

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ARTICLE XXIII

TERMINATION OF RESPONSIBILITY OF DECLARANT

At such time as the Declarant sells, conveys or otherwise disposes of its interest in and to all of the lots, the Declarant shall automatically be relieved of the performance of any further duty or obligation hereunder.

ARTICLE XXIV

BOATS, TRAILERS AND RECREATION VEHICLES

No boat, trailer, recreational vehicle or disabled automobile may be parked or stored on any Lot except in a garage or upon an area located behind the front building setback line of said Lot. The purpose of this restriction is to minimize the visibility of such items to residents of Settler's Creek and passersby.

ARTICLE XXV

FENCES

No fence or wall of any kind shall be placed or constructed on any lot without prior written approval of the Architectural Control Committee. Notwithstanding, no fence or wall of any kind shall be placed or constructed on any lot nearer to the front Lot line than the back corners of the residence and no chain link fence will be permitted which runs parallel to the front lot line.

ARTICLE XXVI

DEVELOPMENT BY DECLARANT

No provisions contained herein shall prevent Declarant, or their contractors, subcontractors or agents from performing such work and activities as are reasonably necessary or advisable in connection with the construction of any dwellings or other

improvements upon the Property, nor shall said provisions in any way prevent the Declarant or its successors or assigns from maintaining such sign or signs on the Property as it or they deem appropriate for the sale, lease or other disposition thereof.

ARTICLE XXVII

DR1392PC1063

GENERAL PROVISIONS

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

Section 3. Annexation. Additional residential property and easement areas may be annexed to the Property by the Declarant without the consent of any Owner as long as Declarant holds title to any Lot. The annexation may be effected by the recording of an amendment to this Declaration executed solely by the Declarant. Any such annexation shall subject said land to these covenants, conditions and restrictions, and the Owners of each Lot in such annexed area shall have the same rights, benefits, obligations and duties as the Owners of the Lots described in this Declaration.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, until December 31, 2020, 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 Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded. **OR1392PC1064**

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed the day and year first above written.

WITNESSES:

SETTLER'S CREEK PARTNERSHIP,
a Florida general partnership

W. Mattice

A. B. Hopkins, Jr.
BY: A. B. HOPKINS, JR.,
General Partner

Leslie M. Johnson

W. Mattice

R. Frank Donaldson, Jr.
BY: R. FRANK DONALDSON, JR.,
General Partner

Leslie M. Johnson

AND

BY: ANDREW JACKSON SAVINGS
BANK, a Florida
corporation as General
Partner

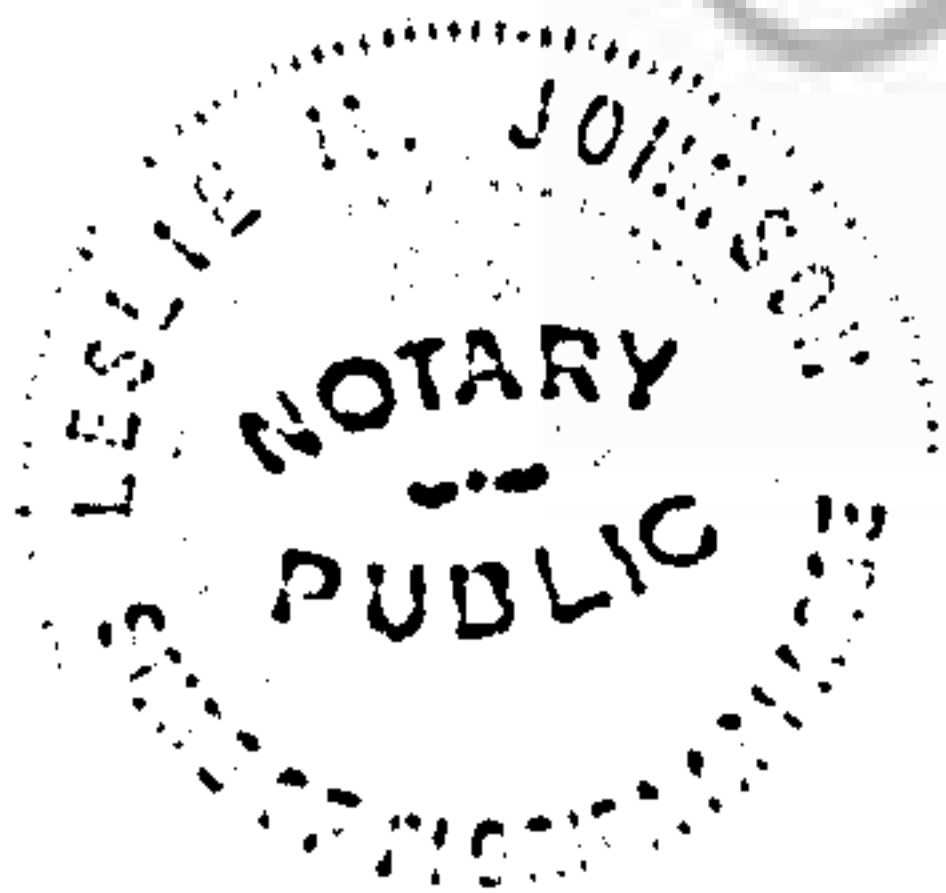
Jay J. Thomas

William T. Mattice
BY: WILLIAM T. MATTICE
Its: Executive Vice President

Leslie M. Johnson

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 29th day of August, 1989, by A. B. HOPKINS, JR., partner on behalf of SETTLER'S CREEK PARTNERSHIP.



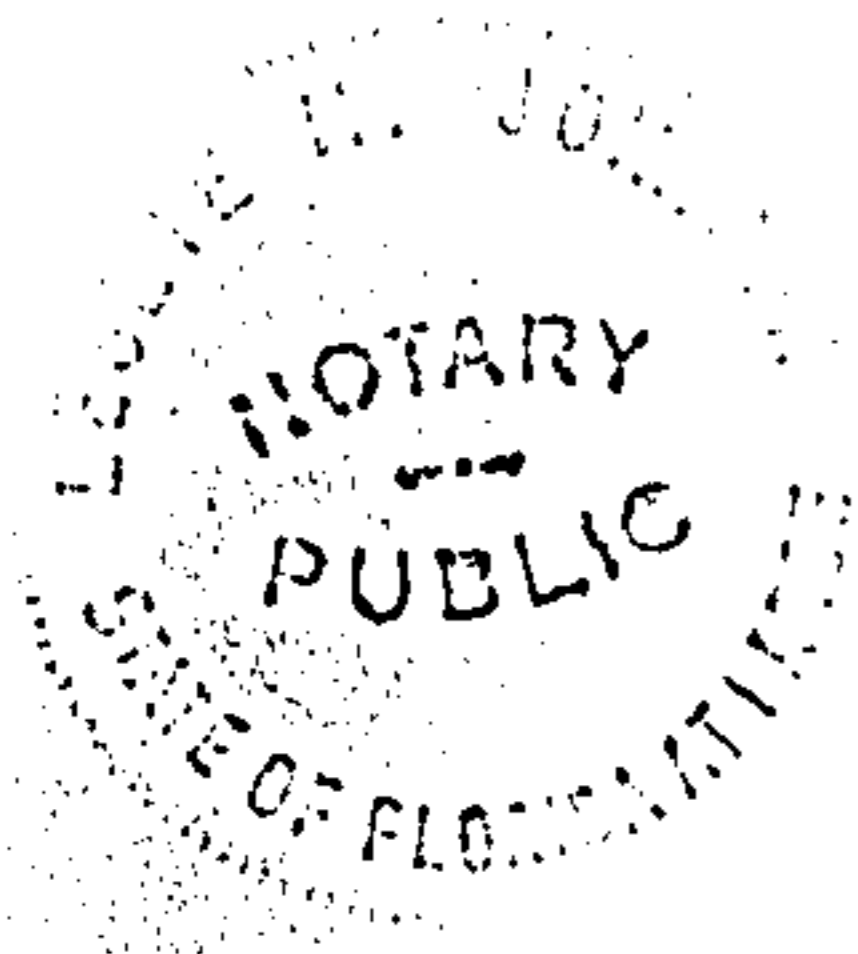
Leslie M. Johnson
NOTARY PUBLIC

My Commission Expires: NOV 02 1990

STATE OF FLORIDA
COUNTY OF LEON

DR1392PC1065

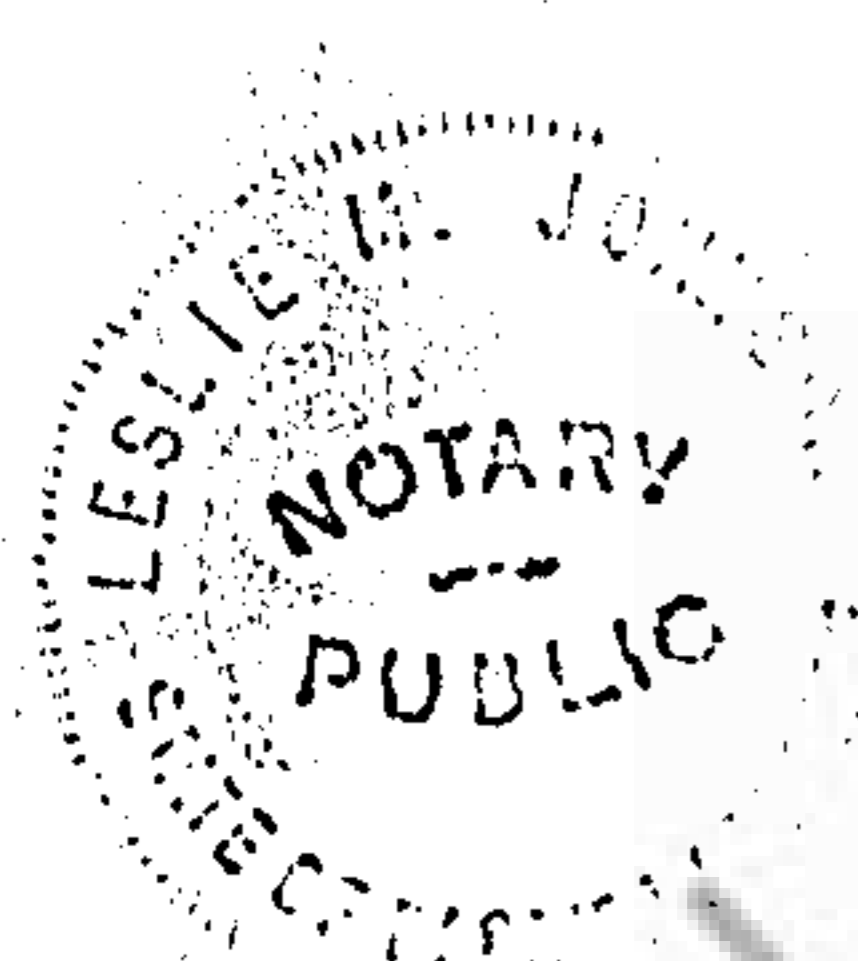
29th The foregoing instrument was acknowledged before me this day of August, 1989, by R. FRANK DONALDSON, JR., partner on behalf of SETTLER'S CREEK PARTNERSHIP.



Leslie M. Johnson
NOTARY PUBLIC
My Commission Expires: NOV 0 2 1990

STATE OF FLORIDA
COUNTY OF LEON

29th The foregoing instrument was acknowledged before me this day of August, 1989, by WILLIAM T. MATTICE, Executive Vice President of ANDREW JACKSON SAVINGS BANK, on behalf of the corporation.



Leslie M. Johnson
NOTARY PUBLIC
My Commission Expires: NOV 0 2 1990



LEGAL DESCRIPTION

A part of the plantation of the Florida Pecan Endowment Company lying in Section 16, Township 1 North, Range 1 West, Leon County, Florida, more particularly described as follows: **OR1392PC1066**

Commence at a railroad spike marking the Northwest corner of said Section 16, Township 1 North, Range 1 west, Leon county, Florida, and run thence North 09 degrees 59 minutes 33 seconds East 160.48 feet to a concrete monument on the Southerly right of way boundary of Fred George Road and the Easterly maintained right of way boundary of Mission Road, thence Southerly along the Easterly maintained right of way boundary of Mission Road as follows: South 01 degree 24 minutes 53 seconds West 179.36 feet to a concrete monument, thence North 86 degrees 38 minutes 51 seconds West 5.02 feet to a concrete monument, thence South 01 degree 11 minutes 26 seconds West 137.26 feet to a concrete monument, thence South 00 degrees 14 minutes 50 seconds East 639.71 feet to a concrete monument, thence South 00 degrees 21 minutes 12 seconds East 946.59 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING leave said Easterly maintained right of way boundary and run North 89 degrees 38 minutes 48 seconds East 2379.68 feet to a point on the Westerly boundary of property described in Official Records Book 872, Pages 1486-1492 of the Public Records of Leon County, Florida, thence South 09 degrees 37 minutes 36 seconds East along said Westerly boundary 63.27 feet to a concrete monument, thence North 86 degrees 57 minutes 52 seconds East 15.37 feet to a concrete monument, thence South 63 degrees 23 minutes 59 seconds East 132.83 feet to a concrete monument on a curve concave to the Westerly, thence Southerly along said curve with a radius of 1634.23 feet, through a central angle of 00 degrees 20 minutes 53 seconds, for an arc distance of 9.93 feet (the chord of said arc being South 04 degrees 23 minutes 14 seconds East 9.93 feet), thence leaving the Westerly boundary of said properties run Southwesterly along the Westerly boundary of properties described in Official Records Book 978, Page 1567 of the Public Records of Leon County, Florida, as follows: South 33 degrees 45 minutes 33 seconds West 112.44 feet to a concrete monument, thence North 89 degrees 24 minutes 27 seconds West 275.25 feet to a concrete monument, thence South 07 degrees 58 minutes 33 seconds West 263.41 feet to a concrete monument, thence South 21 degrees 58 minutes 33 seconds West 100.78 feet to a concrete monument, thence South 28 degrees 22 minutes 33 seconds West 417.10 feet to a concrete monument, thence South 32 degrees 44 minutes 33 seconds West 349.34 feet to a concrete monument, thence South 12 degrees 36 minutes 33 seconds West 156.90 feet to a concrete monument, thence South 05 degrees 10 minutes 33 seconds West 217.01 feet to a concrete monument, thence leaving the Westerly boundary of said properties described in Official Records Book 978, Page 1567 of the Public Records of Leon County, Florida, run Westerly along the Northerly boundary of properties described in Official Records Book 975, Pages 836-837 of the Public Records of Leon County, Florida, as follows: thence South 65 degrees 44 minutes 27 seconds West 522.19 feet to a concrete monument, thence North 88 degrees 05 minutes 46 seconds West 588.94 feet to a concrete monument, thence North 89 degrees 30 minutes 14 seconds West 591.08 feet to a concrete monument on the Easterly maintained right of way boundary of Mission Road, thence leaving said Northerly boundary run Northerly along said Easterly maintained right of way boundary as follows: North 00 degrees 15 minutes 25 seconds East 203.31 feet to a concrete monument, thence North 00 degrees 40 minutes 04 seconds West 1371.63 feet to a concrete monument, thence North 00 degrees 21 minutes 12 seconds West 206.31 feet to the POINT OF BEGINNING

AND ALSO:

A part of the Plantation of the Florida Pecan Endowment Company lying in Section 16, Township 1 North, Range 1 West, Leon County, Florida, and more particularly described as follows:

OR 1392 PC 1067

Commence at a railroad spike marking the Northwest corner of said Section 16, Township 1 North, Range 1 West, Leon County, Florida, and run North 09 degrees 59 minutes 33 seconds East 160.48 feet to a concrete monument on the Southerly right of way boundary of Fred George Road and the Easterly maintained right of way boundary of Mission Road, thence Southerly along said Easterly maintained right of way boundary of Mission Road as follows: South 01 degree 24 minutes 53 seconds West 179.36 feet, thence North 86 degrees 38 minutes 51 seconds West 5.02 feet to a concrete monument, thence South 01 degree 11 minutes 26 seconds West 137.26 feet to a concrete monument, thence South 00 degrees 14 minutes 50 seconds East 639.71 feet to a concrete monument, thence South 00 degrees 21 minutes 12 seconds East 839.29 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING leave said Easterly maintained right of way boundary and run North 89 degrees 38 minutes 48 seconds East 2362.16 feet to a point on the Westerly boundary of property described in Official Records Book 872, Pages 1486-1492 of the Public Records of Leon County, Florida, thence South 09 degrees 37 minutes 36 seconds East along said Westerly boundary 108.72 feet, thence South 89 degrees 38 minutes 48 seconds West 2379.68 feet to the Easterly maintained right of way boundary of said Mission Road, thence North 00 degrees 21 minutes 12 seconds West along said Easterly maintained right of way boundary 107.30 feet to the POINT OF BEGINNING; Less and except:

A part of the Plantation of the Florida Pecan Endowment Company lying in Section 16, Township 1 North, Range 1 West, Leon County, Florida, more particularly described as follows:

Commence at a railroad spike marking the Northwest corner of said Section 16, Township 1 North, Range 1 West, Leon County, Florida, and run thence North 09 degrees 59 minutes 33 seconds East 160.48 feet to a concrete monument on the Southerly right of way boundary of Fred George Road and the Easterly maintained right of way boundary of Mission Road, thence Southerly along said Easterly maintained right of way boundary of Mission Road as follows: South 01 degree 24 minutes 53 seconds West 179.36 feet to a concrete monument, thence North 86 degrees 38 minutes 51 seconds West 5.02 feet to a concrete monument, thence South 01 degree 11 minutes 26 seconds West 137.26 feet to a concrete monument, thence South 00 degrees 14 minutes 50 seconds East 639.71 feet to a concrete monument, thence South 00 degrees 21 minutes 12 seconds East 839.29 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue along said maintained right of way boundary as follows: South 00 degrees 21 minutes 12 seconds East 313.61 feet, thence South 00 degrees 40 minutes 04 seconds East 538.12 feet, thence leaving said maintained right of way boundary run North 89 degrees 19 minutes 56 seconds East 206.91 feet, thence North 45 degrees 40 minutes 23 seconds East 680.73 feet, thence North 05 degrees 12 minutes 05 seconds West 379.29 feet, thence South 89 degrees 38 minutes 48 seconds West 667.71 feet to the POINT OF BEGINNING; containing 10.85 acre, more or less.

The Southeasterly boundary of the foregoing described property being subject to an easement.