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**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, AND EASEMENTS**

for  
***STONEY CREEK CROSSING***

This **DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS** (hereinafter referred to as this "Declaration") is made this \_\_\_\_ day of \_\_\_\_\_, 2003, by **STONEY CREEK CROSSING, INC.**, a Florida corporation, having as an address in Leon County, Florida, 2811-E Industrial Park, Tallahassee, Florida 32301 (hereinafter referred to as "Declarant").

**STATEMENT OF PRELIMINARY FACTS**

- A. The Declarant is the owner of a parcel of real property situated, lying and being in Leon County, Florida, and being described on **Exhibit "A"** attached hereto, also to be known as **Phase I of STONEY CREEK CROSSING**, a subdivision as per map or plat thereof to be recorded in the Plat Book records of the Public Records of Leon County, Florida.
- B. The Declarant is also the owner of certain real property lying in Leon County, Florida, more particularly described on the attached **Exhibit "B"** (hereinafter referred to as the "Additional Property"). Portions of the Additional Property are intended, but not required, to be used for future phases of **STONEY CREEK CROSSING** and if made a part of **STONEY CREEK CROSSING**, the Additional Property may be encumbered by the provisions of this Declaration. A portion of the Additional Property may be encumbered by one or more restricted and conservation easements.
- C. The Declarant has caused to be created **STONEY CREEK CROSSING OWNERS ASSOCIATION, INC.** (hereinafter referred to as the "Association").
- D. In order to develop and maintain **STONEY CREEK CROSSING** as a residential community and to preserve, protect, and enhance the values and amenities of

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- E. **STONEY CREEK CROSSING**, it is necessary to declare, commit, and subject each of the Lots and the improvements now and hereafter constructed thereon to covenants, conditions, restrictions, regulations, and easements and to delegate and assign to the Association certain powers and duties of ownership, administration, management, operation, maintenance, and enforcement, all as set forth and provided in this Declaration.

NOW, THEREFORE, for and in consideration of the above premises and of the benefits to be derived by the Declarant and each and every subsequent owner of any of the lots in **STONEY CREEK CROSSING**, the Declarant does hereby set up, establish, promulgate, declare, and impose the hereinafter provided covenants, restrictions, obligations, conditions, and easements to all of the Lots in **Phase I** of **STONEY CREEK CROSSING** and to all persons owning said Lots, or any of them hereafter. These covenants, restrictions, obligations, conditions, and easements shall become effective immediately, and shall run with the land described on the attached **Exhibit "A"** and shall be binding upon the Declarant, the Declarant's successors, personal representatives, heirs, assigns, grantees and transferees deraining title from and through Declarant.

#### ARTICLE ONE

##### PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed and occupied, subject to this Declaration, is located in Leon County, Florida, and is particularly described on the attached **Exhibit "A"**. However, the Declarant reserves the right to add all or part of the Additional Property as property subjected to this Declaration.

#### ARTICLE TWO

##### DEFINITIONS

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

Section 2.1 - Assessment shall mean that sum of money initially set forth herein or hereinafter determined by the Board of Directors of the Association which shall be levied against each individual lot owner on a regular or special basis as set forth in these covenants, the Bylaws, and the Rules and Regulations of the Association for the upkeep, maintenance and other duties and responsibilities of the Association.

Section 2.2 - Association shall mean and refer to **STONEY CREEK CROSSING OWNERS ASSOCIATION, INC.**, a nonprofit corporation (hereinafter referred to as the

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“Association”) and its successors and assigns, which Association shall be formed for the maintenance and management of property owned by the Association, and which shall have such other rights, duties and obligations as may be set forth in this Declaration or in such Association's Articles of Incorporation and Bylaws.

Section 2.3 - Association lands shall mean the lands remaining as a part of the Subdivision after deleting therefrom the legal description for each and every individual lot, road or street right-of-ways, utility easements and sidewalks dedicated to the City of Tallahassee, and which are hereinafter conveyed to the Association by the Declarant or others.

Section 2.4 - Common Area shall mean that area of the recorded plat designated as “Common Area”, together with the Association lands as defined above.

Section 2.5 - Common Expense shall mean the expenses incurred by the Association in the furtherance of its duties and obligations under these covenants, the Association's Articles of Incorporation, its Bylaws and its Rules and Regulations.

Section 2.6 - Common Surplus shall mean the excess of all receipts of the Association, including, but not limited to, the assessments, rents, profits and revenues over the amount of common expenses.

Section 2.7 - Declarant shall mean and refer to **STONY CREEK CROSSING, INC.**, a Florida corporation, the owner of the property known as **STONEY CREEK CROSSING**, trading and doing business as **STONEY CREEK CROSSING** and including its designated agents and/or attorneys-in-fact.

Section 2.8 - Dwelling or Unit shall mean and refer to any portion of a building situated within the Subdivision designed and intended for use and occupancy as a residence by a single family.

Section 2.9 - 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, attics or storage areas.

Section 2.10 - Lot or lot shall mean and refer to any plot of land shown upon any recorded subdivision map of the Subdivision, and identified by lot and block description. It shall also include any lot sold by metes and bounds description before the plat is recorded. It is understood that any Lot conveyed prior to the recording of the plat shall be subordinate to the plat when it is recorded and the grantee of such Lot shall be deemed to have joined in the dedication of the plat as if it had been signed by him/her/them.

Section 2.11 - Owner shall mean and refer to the record owner, according to the Public Records of Leon County, Florida, whether one or more persons or entities, of full fee simple title

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to any Lot situated within the Subdivision. Notwithstanding any applicable theory of mortgage, Owner 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.

Section 2.12 - Subdivision shall mean and refer to **Phase I of STONEY CREEK CROSSING** as described on the attached **Exhibit "A"**, and all additional Phases which may hereafter become a part of **STONEY CREEK CROSSING**, and which are made subject to this Declaration or any Supplemental Declaration of Covenants, Conditions, Restrictions and Easements.

### **ARTICLE THREE**

#### **SUBDIVISION OF LOTS PROHIBITED**

Section 3.1 - Subdivision of Lots. No individual Lot as hereinabove defined may be divided or subdivided into a smaller lot than that shown on the recorded plat for **STONEY CREEK CROSSING**. No action or suit at law or in equity may be brought to partition any individual Lot or Lots.

Section 3.2 - Partition of Association Lands. No action or suit at law or in equity may be brought to partition any common lands or land owned or to be owned by the Association.

### **ARTICLE FOUR**

#### **MAINTENANCE OF LOTS EXTERIORS OF HOMES AND ASSOCIATION PROPERTY**

Section 4.1 - Structure Maintenance. Each Owner shall maintain any dwelling and accessory structures and all improvements thereon constructed upon an individual Lot in a good state of repair and in an aesthetically pleasing manner consistent with the character and setting of the Subdivision as developed. Without limitation, each Owner shall specifically maintain in safe condition and a proper state of repair and maintenance the roof, windows, painting and staining of exterior walls and trim, steps, porches and any permitted out buildings, yards and driveways. The Association may, by rules duly adopted, reasonably regulate the use of all Association lands and property; provided, however, that any such rule of the Association may not be less restrictive than any covenant set forth herein. If an Owner shall fail to maintain or make repairs or replacement which are the responsibility of such Owner, then, upon a vote of a majority or the Board of Directors of the Association, and after not less than thirty (30) days notice to the Owner, the Association shall have the right (but not the obligation) to enter upon such lot and provide such maintenance or make such repairs or replacements as it deems necessary or appropriate, and the cost thereof shall be added to the assessments chargeable to such Owner and shall be payable to The Association by such Owner under such terms as the Board of Directors of the Association determines. For the purpose solely of performing the maintenance authorized by

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this paragraph, the Association's agents or employees shall have the right after reasonable notice to enter upon any such lot during reasonable hours.

Section 4.2 - Exterior Maintenance. Each Owner shall maintain the landscaping, including the trees, shrubs and grass within the boundaries of his/her/their Lot, and the exterior of the building located on the Lot in a neat and attractive condition. If an Owner shall fail to maintain or make the repairs or replacements which are the responsibility of such Owner, then upon vote of a majority of the Board of Directors and after not less than ten (10) days notice to the Owner, the Association shall have the right (but not the obligation) to enter upon such Lot and provide such maintenance or make such repairs or replacements as it deems necessary or appropriate, and the cost thereof shall be payable to the Association by such owner within ten (10) days after the delivery to the Owner of a demand for payment. Amounts due hereunder may be enforced and collected, together with interest and attorneys' fees, in the manner assessments are enforced and collected under Article IV. For the purpose solely of performing the maintenance authorized by this paragraph, the Association's agents and employees shall have the right, after reasonable notice to the Owner, to enter upon any such Lots between the hours of 7:00 a.m. and 6:00 p.m.

#### **ARTICLE FIVE**

##### **USE AS PRIVATE SINGLE-FAMILY RESIDENCES: LEASING**

No dwelling, home or living unit constructed on any individual Lot shall be occupied and used except for single-family residential purposes by the individual Lot Owner. This provision is specifically intended and designed to prevent or prohibit the use of homes or dwelling units constructed on individual lots from being used as transient lodging facilities. Casual or social guests of the individual lot owner may utilize or live in such homes for an extended period of time so long as the Owner of the individual lot is also currently living therein. Nothing contained in this provision shall be deemed to prohibit; however, the lease of any dwelling provided for herein, provided any such lease shall be in writing and shall be for a term not less than six (6) months; and provided, further, however, that any such tenant shall comply with all of the terms of this Declaration, the Association Bylaws, and the Rules and Regulations promulgated by the Association. Nothing herein contained shall be deemed to prohibit a person having a contractual obligation to purchase a dwelling unit from taking occupancy of such dwelling unit under a lease arrangement prior to the closing thereof even though the lease arrangement may be for a period of less than six (6) months.

#### **ARTICLE SIX**

##### **NUISANCES: LAWFUL USE**

Section 6.1 - Nuisances. No noxious or offensive activity shall be carried on, in, upon, or

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around any home or on any Association lands, nor shall anything be done on individual lots or Association lands which may become an annoyance or a nuisance to the remaining homeowners, or any of them, or which shall in any way interfere with the quiet and peaceful enjoyment of each individual lot owner, or which shall in any way increase the rate of insurance for the property.

Section 6.2 - Lawful Use Only. All lots shall be used in a manner consistent with all city and county ordinances and state and federal laws. No unlawful use shall be made of any lot or of the Associations' lands and property.

**ARTICLE SEVEN**

**TEMPORARY STRUCTURES: ACCESSORY STRUCTURES**

Section 7.1 - Temporary Structures. No structure of a temporary character, including, but not limited to the following: construction or storage trailer, mobile home, tent or shack shall be used, placed or erected upon any individual lot, either temporarily or permanently, nor upon any lands owned by the Association; provided, however, that the Declarant or Owners may maintain temporary offices or storage facilities for construction or remodeling of a dwelling or improvements upon a lot or for construction or maintenance of subdivision improvements upon a lot or for construction or maintenance of subdivision improvements subject to Rules and Regulations promulgated by the Association or the Declarant.

Section 7.2 - Accessory Structures. Accessory structures of a permanent nature such as storage buildings, tool room, work shop, swimming pools, pool house, cabanas and the like shall be permitted only if harmonious with the dwelling on the lot, and provided that plans and specifications for any accessory structure shall be submitted to and approved by the Architectural Control Committee. Mechanical equipment for the operation of swimming pools, hot tubs and the like shall be concealed from view by passers-by and neighboring lots.

**ARTICLE EIGHT**

**SIGNS**

No signs or billboards of any kind shall be placed, erected, or constructed upon any individual lot or Association lands and displayed to public view except one sign of customary and reasonable dimensions [not to exceed four (4) square feet] advising or advertising that the individual lot and the home thereon is for sale. Notwithstanding the above, the Declarant or its agents may erect and maintain during construction of the property and thereafter signs as it deems necessary to advertise the property, home or individual lots for sale. This provision shall not prohibit the Association from erecting directional or informational signs on the property, or a subdivision sign at the entrance to the Subdivision.

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**ARTICLE NINE**

**GARBAGE DISPOSAL**

All rubbish, trash and garbage shall be regularly placed in garbage cans or containers specifically intended for such use and such cans or containers and the area where regularly placed shall be kept in a clean and sanitary condition by the Owner. After collection, trash receptacles shall be promptly removed to a designated screened area. All garbage containers and enclosures shall be maintained by the individual Owner. It shall be the responsibility of each Owner to provide for his/her/their own garbage collection.

**ARTICLE TEN**

**RADIO AND TELEVISION ANTENNAS; UTILITY CONNECTIONS**

Section 10.1 - Radio and Television Antennas. No alteration to or modification of any radio, television or cable system erected by Declarant or any cable system vendor on the individual lots or on Association lands shall be permitted, nor shall an individual lot owner construct, use or operate any external radio, television antenna, satellite dish or other such apparatus without the prior written consent of the Architectural Control Committee. Nothing herein contained shall be deemed to prohibit radio and television antenna systems erected or constructed wholly within a dwelling.

Section 10.2 - Utility Connection. All connections to the dwelling for utilities, including but not limited to water, sewerage, electricity, telephone and cable television shall be run underground from the proper connecting points to the dwelling in such manner as to be acceptable to the authority furnishing such service.

**ARTICLE ELEVEN**

**PETS**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except for dogs, cats and other small household pets, provided they are not kept, bred or maintained for any commercial purpose; and provided further that they shall not be allowed to wander or roam freely about the neighborhood. The Association may adopt rules or regulations limiting the number of dogs or cats to be maintained by any Owner and further requiring that dogs or cats be leashed or be under the direct control of its owner when it is on any property other than upon its owner's Lot.

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**ARTICLE TWELVE**

**BOATS, TRAILERS AND RECREATIONAL VEHICLES**

No boat, trailer, recreational vehicle, inoperable motor vehicle or the like may be parked or stored on any street in the Subdivision. No boat, trailer, recreational vehicle or the like shall be parked or stored on any lot except in an approved garage structure or in a manner to minimize the visibility of such items to neighbors and passers by with the permission of the Architectural Control Committee.

**ARTICLE THIRTEEN**

**OIL AND MINING OPERATIONS**

No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted within the Subdivision, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

**ARTICLE FOURTEEN**

**MINIMUM DWELLING SIZE, SETBACKS, GARAGES AND PARKING**

Section 14.1 - Dwelling size. No building shall be permitted to be constructed on any Lot in Phase I of the Subdivision except a detached single-family residence nor more than two (2) stories in height and containing in the main structure not less than 1,700 square feet of living area, exclusive of porches, garages and patios and at least 900 square feet for the first floor of a dwelling unit of more than one story, exclusive of porches, garages and patios.

Section 14.2 - Setbacks.

(a) No building on any lot shall be located on the site nearer to the front property line, rear property line, interior property line or nearer to the side street line than the minimum building set back lines established by the City of Tallahassee as may specified on the recorded plat or plats of ***STONEY CREEK CROSSING***.

(b) No driveway shall be located nearer than three (3) feet to an interior property line except that portion thereof constituting a back up or turnaround pad or area, which may be located as near as one (1) foot to such interior property line.

(c) For the purposes of this Section 14.2, eaves, steps and open porches shall not be

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considered as part of a dwelling, providing, however, that this shall not be construed to permit any portion of a building or other improvement on a lot to encroach upon any other lot nor shall this provision be construed to permit to construction of eaves, steps and open porches any closer than two (2) feet to any adjacent property line.

Section 14.3 - Garages. All residential units shall have a garage with garage doors. Garage doors shall remain closed except when necessary to enter the garage.

Section 14.4 - Parking. All motor vehicles shall be parked within garages on a regular basis and shall not be parked in the streets; however, parking shall be permitted in the streets when an owner has guests on a short term temporary basis. No commercial vehicles shall be parked in driveways or in the streets.

## **ARTICLE FIFTEEN**

### **ARCHITECTURAL CONTROL**

Section 15.1 - Approval by Architectural Control Committee. Prior to construction of any improvements on a Lot, the Owner (other than Declarant) shall submit professionally prepared plans and specifications for the proposed construction to the Architectural Control Committee, in duplicate, for approval, together with a site plan which shall show by location and type all trees having a diameter greater than eight (8) inches, and indicating thereon trees scheduled for removal. The plans shall include full landscaping details of the lot.

Section 15.2 - Completion of Construction. The improvements to such Lot, including landscaping shall be completed in a good and workmanlike fashion within eight (8) months after the commencement of construction unless such completion shall be tendered impossible as a direct result of strikes, fires, national emergencies or natural calamities.

Section 15.3 - Criteria for Approval, etc. Any plan submitted to the Architectural Control Committee for approval involving the construction or any improvement to a Lot shall, in addition to requirements set forth elsewhere in this Declaration, contain appropriate elevations showing the physical appearance of the proposed structure. The Architectural Control Committee shall have the absolute right to approve or disapprove such plans and specifications insofar as the quality or type of materials, harmony in external design and color are concerned, as well as the location of the proposed improvements in relation to the surrounding structures and topography. The Architectural Control Committee shall have absolute discretion, in the approval of plans for dwelling units, to grant variances from these Restrictive Covenants for good cause shown, if the proposed residence size and location will not materially and adversely affect the quality of the whole development.

The effect of any construction, changes, improvements or alterations on the

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topography of the Properties and the environmental impact thereof may also be considered by the Committee in determining whether approval may be given. If no written notice of approval or disapproval is given by the Committee within thirty (30) days after it has received full plans and specifications as required in this Declaration, approval will be deemed to have been granted by the Committee. Further, no work shall be commenced until such time as the Owner or contractor shall have obtained all permits required by law.

Section 15.4 - Architectural Control Committee. The Architectural Control Committee for the Subdivision shall be appointed by the Declarant until such time that the Declarant waives this right in writing, and then by the Board of Directors of the Association. A majority of the Architectural Control Committee may select a representative to act for it. The Architectural Control Committee shall consist of not less than three (3), and no more than five (5) persons. All members of the Architectural Control Committee shall serve without compensation. All notices or submission requests to be given to the Architectural Control Committee (hereinafter referred to as "Committee") shall be in writing and delivered by mail to: Stoney Creek Crossing Architectural Control Committee, 2811-E Industrial Park, Tallahassee, Florida 32301, or at such other address designated by Declarant, or if no address is given, then to the principal registered office of the Association as from time to time set forth in the records of the office of the Secretary of the State of Florida, Corporate Division.

**ARTICLE SIXTEEN**

**WATER SUPPLY AND SEWERAGE DISPOSAL**

No individual water supply system of any type shall be permitted on any lot unless approved in writing by the Architectural Control Committee. No individual sewerage disposal system shall be permitted on any lot.

**ARTICLE SEVENTEEN**

**HVAC SYSTEMS**

No window air conditioning units shall be installed in the front or any side of a building and all exterior heating and/or air conditioning compressors or other machinery shall be located to the rear of the dwelling or screened on the side yard.

**ARTICLE EIGHTEEN**

**TREE CUTTING - PENALTIES**

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No living tree with a trunk diameter of eighteen (18) inches or greater as measured three feet up from the ground shall be cut or have its roots or root system damaged except as approved in writing by the Architectural Control Committee.

Whosoever shall violate this section may, in the discretion of the Architectural Control Committee, be assessed such penalty by that Committee as may be deemed to be reasonable and appropriate.

**ARTICLE NINETEEN**

**USE OF MOTORCYCLES AND VEHICLES**

No motorcycle, automobile, truck, recreational vehicle, off-road vehicle of two, three or four wheels shall be operated within the boundaries of the properties except on paved roads and driveways intended for such vehicular operation; provided nothing herein shall be deemed to prohibit the use of such vehicles or construction equipment required on site during the construction of any improvements on a lot or the operation of any customary yard maintenance equipment on any lot or on Association lands operated only in such manner and during such hours so as not to disturb other property owners.

**ARTICLE TWENTY**

**COMMON AREA MAINTENANCE**

The Common Area, including, but not limited to, the landscaping, signs, fences, sprinkler systems, electrical fixtures and other improvements located thereon, shall be maintained by the Association to the extent allowed by any restrictions of the recorded plat of the Subdivision and to the extent allowed by any easement required by the City of Tallahassee.

**ARTICLE TWENTY-ONE**

**SOLICITATION AND ADVERTISING**

No individual lot owner may carry on any business from his home within the project which involves pedestrian or automobile traffic to and from such individual owner's home. Notwithstanding this prohibition, the Association is authorized to duly enact Rules and Regulations for the type, nature and character of other businesses which may be carried on by any individual lot owner. No individual lot owner may display any business sign within the Properties except for a sign placed upon the property advertising the same for sale as is elsewhere permitted by this Declaration.

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**ARTICLE TWENTY-TWO**

**PROHIBITION AGAINST FIREARMS**

All types of firearms, including but not limited to shotguns, rifles, pistols, pellet, BB guns or air rifles are prohibited from being used, discharged or displayed upon any part of the subdivision. Notwithstanding the above prohibition, firearms may be kept within the home of any individual lot owner.

**ARTICLE TWENTY-THREE**

**FENCES, WALLS & CLOTHESLINES**

Section 23.1 - Fences and Walls. No Owner shall erect any fence or wall until the plans and specifications showing the nature, kind, shape, height, materials, color, location, landscaping, and other details thereof shall have been submitted to and approved by the Architectural Control Committee as to the quality of the materials, harmony, design and colors, as well as its location in regard to the surrounding structures and topography. Approval of a type of fence on one occasion does not mean or assure that the some or a similar fence will be allowed thereafter.

Section 23.2 - Clotheslines. Clotheslines or other apparatus for the purpose or drying clothing or other materials shall not be permitted on the Properties except within the interior of a dwelling unit. No clothes, bedding or other materials shall be allowed to hang from or be draped upon any exterior portion of any dwelling unit, including patio or deck railings, fences and the like.

**ARTICLE TWENTY-FOUR**

**NOTICE OF RULES TO GUESTS**

All licensees, guests, invitees and tenants of each and every lot owner shall be subject to the provisions of this Declaration and of the Rules and Regulations of the Association governing the use and enjoyment of all lands contained within the Properties, and they shall abide by such Covenants, Restrictions, and Rules and Regulations.

**ARTICLE TWENTY-FIVE**

**MAINTENANCE OF ORIGINAL APPEARANCE**

No individual Owner shall make or commence any alteration in exterior shape, color or appearance of the residence located upon such lot, nor construct any fence, wall or other

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pertinent structure in a manner materially changing or altering the appearance or integrity of the Properties, or any individual lot unless or until such changes are approved in writing and in advance by the Architectural Control Committee.

**ARTICLE TWENTY-SIX**

**DRIVEWAY AND WALKWAY CONSTRUCTION**

All driveways shall be constructed of materials approved by the Architectural Control Committee. Walkways from the front entrance of any residence to any sidewalk shall be constructed of such materials and shall be placed in such locations as may be approved by the Architectural Control Committee. 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 Architectural Control Committee.

**ARTICLE TWENTY-SEVEN**

**MAILBOXES**

No mailbox, paper box or other receptacle of any kind for use in the delivery or mail, newspapers, magazines or similar materials shall be erected or located on any lot unless and until the size, location, design and type of material for said boxes or receptacle shall have been approved in writing by the Architectural Control Committee. The Architectural Control Committee or the Association may develop uniform standards for all such receptacles. If and when the United States mail service, newspapers or the like shall indicate a willingness to make a delivery to wall receptacles attached to residences of each Owner, each Owner, upon the request of the Association or the Architectural Control Committee, shall replace detached boxes or receptacles with receptacles attached to the dwellings or residences.

**ARTICLE TWENTY-EIGHT**

**SIGHT DISTANCE AT INTERSECTIONS**

No fence, wall, hedge, shrub plant or any structure which obstructs sight lines at elevations between three (3) and ten (10) feet above average grade of streets or roadways (measured from the center line) lying within the Property shall be placed or permitted to remain on any corner lot within a triangular area formed by the street for a roadway right-of-way line and a line connecting them at points twenty-five (25) feet from the intersection of the right-of-way or, in the case of a rounded property corner, from the intersection of such right-of-way lines as extended. No fence, wall, hedge, shrub plant or structure shall be maintained in such manner as to

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obstruct visibility from any alley or driveway located within the Properties. For this purpose, 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 trees shall be permitted to remain within such distances as set forth above unless the foliage line is maintained at a sufficient minimum and maximum height to prevent obstruction of such sight lines.

**ARTICLE TWENTY-NINE**

**EASEMENTS**

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat for the Properties. Within these easements, no structure, planting, or other materials 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 or drainage channel in the easement, or which may obstruct or retard the flow of water through drainage channels in the easement. 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 shall be responsible.

**ARTICLE THIRTY**

**REPAIR AND CONSTRUCTION OF ASSOCIATION  
LANDS OR PROPERTY**

Within a reasonable time after a casualty loss or a loss or damage to property for which the Association has the responsibility of maintaining, the Association shall obtain reasonably accurate estimates of the cost of repairing or replacing said damaged property. The Association shall diligently repair or replace any such damaged property.

**ARTICLE THIRTY-ONE**

**DEVELOPMENT BY DECLARANT**

No provision set forth in this Declaration shall prohibit or prevent Declarant, its agents, contractors or subcontractors from performing work and activities as Declarant shall deem necessary, advisable or appropriate in connection with the development of ***STONEY CREEK CROSSING***; nor shall said provisions in any way prevent or restrict Declarant from maintaining such sign or signs on its property as it, in its sole discretion, shall deem necessary or desirable for the sale or other disposition thereof.

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ARTICLE THIRTY-TWO

STONEY CREEK CROSSING OWNERS ASSOCIATION

Section 32.1 - Creation. There shall be created under the laws of the State of Florida a nonprofit corporation to be named STONEY CREEK CROSSING OWNERS ASSOCIATION, INC., and which shall be governed by a Board of Directors.

Section 32.2 - Powers and Authority. The Association shall have the authority to enact reasonable Rules and Regulations for the implementation for the covenants, conditions, and restrictions set forth in this Declaration and shall have the following additional powers, duties and responsibilities:

- (a) it shall own in fee simple, maintain, repair and otherwise manage lands and properties of the Association, including all facilities, improvements, personal property and landscaping thereon;
- (b) it shall have the right to enact reasonable rules and regulations governing the use of the Association lands and common area;
- (c) it shall maintain such policy or policies of insurance as the Board of Directors of the Association shall deem necessary, desirable and advisable;
- (d) it shall have the authority to employ a manager or other persons and to contract with independent contractors or business entities to perform all or any part of its duties and responsibilities;
- (e) it shall have the authority to employ persons and to contract with independent contractors or business entities to perform maintenance as provided in Article Four of this Declaration; and
- (f) it shall maintain the restricted, common and conservation area or areas, if any, in compliance with all requirements of the recorded plat of the Subdivision and all governmental entities with jurisdiction over such area or areas.

Section 32.3 - Membership. Each owner of a Lot lying within the Subdivision

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subject to this Declaration shall upon acquisition of legal title to such Lot, become a member of the Association and shall retain such membership until such time as he/she/they shall no longer own a Lot subject to this Declaration, at which time his/her/their membership in the Association shall terminate.

Section 32.4 - Voting. Members shall be all Lot Owners and shall be entitled to one (1) vote for each Lot owned. When there shall exist multiple ownership in a given Lot, all such persons shall be members and the vote from such lot shall be exercised as they may determine among themselves, or as may hereinafter be determined by the Bylaws. In no event shall more than one (1) vote be cast with respect to any Lot. Notwithstanding, the Declarant shall have the right to appoint all the members of the Board of Directors of the Association until it has sold all of its Lots in STONEY CREEK CROSSING and all the Additional Property.

### **ARTICLE THIRTY-THREE**

#### **LIMITATION OF LIABILITY OF ASSOCIATION**

Notwithstanding the duties of the Association, specifically including, but not limited to, its duties and obligations to maintain or repair Association property, the Association shall not be liable to owners, their invitees, licensees or guests for injury or damage caused by any latent defect or condition of Association property required to be maintained or repaired by the Association, or any injury or damage caused by acts of God or by third parties.

### **ARTICLE THIRTY-FOUR**

#### **ENFORCEMENT OF OBLIGATIONS**

Each Owner shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation and Bylaws of the Association, and any rule or regulation adopted by the Association. Upon failure of an Owner to so comply, the Association shall have the right to institute legal proceedings at law for damages or in equity to enforce the terms of these provisions against the offending Owner, and the prevailing party shall be entitled to recover costs and a reasonable attorney's fee. The failure of the Association to enforce any right, requirement, restriction, covenant or other provision of this Declaration, including any rule or regulation by bylaw adopted by the Association, shall not be deemed to be a waiver of the right to seek any remedy in equity or damages at law against any subsequent noncompliance.

### **ARTICLE THIRTY-FIVE**

#### **ASSESSMENTS AND LIENS**

Section 35.1 - Covenant to Pay Assessments. The Declarant, for each lot owned

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within the Properties, hereby covenants and agrees, and each homeowner by acceptance of a deed for a lot located within the Properties or otherwise subject to this Declaration, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association; (a) annual and monthly assessments or charges as herein set forth and as established by the Association from time to time; and (b) special assessments for capital or other improvements or acquisitions, which assessments are to be established and collected as hereinafter provided.

Section 35.2 Lien for Assessments. The annual, monthly and special assessments, together with interest, service charge, if any, costs and reasonable attorney's fees required to collect the same, if any, shall be a lien against the lot owned by the party failing to pay the same; provided, however, that any such lien shall be subordinate and inferior to any first mortgage encumbering such lot. Assessments shall be made pursuant to the Bylaws of the Association. No owner of a lot may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the properly owned by the Association or by the abandonment of his lot.

Section 35.3 - Purpose of Assessments. Assessments levied by the Association from time to time shall be used exclusively to promote and maintain the recreation, health, safety and welfare of the members of the Association, and for maintaining all the Properties within the subdivision as provided in this Declaration.

Section 35.4 - Deposits or Assessments. Any and all sums collected from assessments or related payments may be commingled with each other in a single account and shall be held and used for the purposes set forth in this Declaration, the Articles of Incorporation or Bylaws of the Association, or other agreements among the Owners or the Lots subject to this Declaration.

Section 35.5 - Maximum Annual Assessment. Until December 31, 2003, the maximum annual assessment for a Owner shall be \$75.00 per year per lot, payable as is provided in Section 35.9 hereinafter, or as otherwise determined by the Board of Directors of the Association. From and after January 1, 2004, the maximum annual assessment may be increased each year by not more than ten percent (10%) above the maximum assessment for the previous year by the Association's Board of Directors without a vote of the membership. From and after January 1, 2004, the maximum annual assessment may be increased by more than ten percent (10%) only by the vote or written approval of at least sixty percent (60%) of the votes entitled to be cast of property owners belonging to the Association.

Section 35.6 - Monthly Assessments. The Association has the right to maintain landscaping as provided in Section 4.2 of this Declaration. Payment for this service shall be by a monthly assessment as contained in a written notice from the Association to each lot owner. Payments of the monthly assessment are due on the 1st day of each month.

Section 35.7 - Special Assessments. In addition to the annual assessments

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authorized above, the Association may 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 any area or improvement which is the responsibility of the Association, including improvements, fixtures, real or personal property related thereto; provided, however, that any such special assessment shall be made in accordance with the Bylaws of the Association.

Section 35.8 - Collection of Assessments. Annual assessments shall be due and payable on the first of January commencing January 1, 2003 and shall be delinquent if not paid by the 15th day of February of each year. Special assessments shall be due and payable in accordance on such dates and such terms as may be adopted by the Association. No setoffs shall be allowed to any Owner for repairs or improvements, or services contracted for by any Owner without the express written authorization of the Board of Directors of the Association. The Association shall be entitled to collect from the Owners all legal costs, including a reasonable attorney's fee, incurred by the Association in connection with or incident to the collection of such assessment and/or service charges or fees in connection with the enforcement of the lien resulting therefrom.

Section 35.9 - Service Charge for Delinquent Assessment. In order to defray the cost of bookkeeping, billing and related expenses, all assessments not paid within fifteen (15) days after the due date, may, upon the decision of the Board or Directors of the Association, bear a service charge of five percent (5%) of the past due amount.

Section 35.10 - Effective Transfer of Title on Assessment. The sale or transfer of any lot shall not adversely affect the assessment lien; provided, however, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding or transfer in lieu thereof shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer, however, shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof. In any voluntary conveyance, the Grantee of a lot upon which there shall exist any unpaid assessments due the Association, shall be jointly and severally liable with the Grantor for all such unpaid assessments up to the time of such voluntary conveyance without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefore. Any such Grantee shall be entitled to a statement from the Association setting forth the amount of the unpaid assessments against the Grantor to the Association, upon request, and such Grantee shall not be liable for, nor shall the lot conveyed be subject to a lien for any unpaid assessments made by the Association against the Grantor in excess of the amount of the statement; provided further, however, the Grantee thereof shall be liable for all assessments becoming due after the date of such transfer.

Section 35.11 - Rights of Declarant. Notwithstanding anything herein to the contrary, Declarant shall be exempt from the payment of assessments against Lots owned by the Declarant. Declarant covenants and agrees that so long as this exemption is in effect, Declarant shall pay on the behalf of, or reimburse the Association, all expenses incurred by the Association

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in the performance of duties hereunder, exclusive of reserves, in excess of the amount of assessments levied against owners other than Declarant; provided, however, that in no event shall Declarant be liable for payment of an amount in excess of the amount Declarant would be obligated to pay if this exemption from payment of assessments were not in effect.

**ARTICLE THIRTY-SIX**

**AMENDMENTS TO THIS DECLARATION:**  
**WAIVER OF MINOR VIOLATIONS**

(a) Declarant specifically reserves the absolute and unconditional right, as long as it owns any of the Lots and any of the Additional Property to amend this Declaration, in whole or in part, without the consent or joinder of any party, (i) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Department of Veteran Affairs, Department of Housing and Urban Development, or any other generally recognized institution involved in the purchase and sale of home loan mortgages, or (ii) to conform to the requirements of institutional mortgage lenders or title insurance companies, (iii) to protect, clarify, or make internally consistent the provisions herein; and (iv) for any other purpose so long as a member's voting rights are not diluted and its assessments not increased except as provided herein, and so long as its rights to the use and enjoyment of his/her/their Lot is not materially altered.

(b) Declarant, without the consent of any party, may, from time to time, bring within the scheme of this Declaration any of the lands described on the attached **Exhibit "B"** (Additional Property).

(c) The Declarant, at any time, further reserves and shall have the sole right to amend this Declaration for the purpose of curing any ambiguity or any inconsistency between the provisions contained in this Declaration; and, the further right to waive any violation of these covenants, conditions, and restrictions (including, without limiting the foregoing, violations of building restriction lines or minimum living area requirements and the provisions hereof relating thereto) if the Declarant, in its sole judgment, determines such violation or need for amendment to be minor.

(d) The Architectural Control Committee shall have the power and authority to waive any violation of this Declaration wherein the judgment of the Architectural Control Committee, any such violation may be minor. Upon such time as the Architectural Control Committee shall cease to function, the duties and obligations of the Architectural Control Committee as set forth in this Declaration, shall be granted to the Board of Directors of the Association.

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**ARTICLE THIRTY-SEVEN**

**TERMINATION OF DECLARANT'S LEGAL OBLIGATION**

At such time as the Declarant shall sell, convey or otherwise dispose of its interest in and to all of the Lots in the Subdivision, Declarant shall be entitled to be relieved of the performance of any duty or obligation set forth herein.

**ARTICLE THIRTY-EIGHT**

**DURATION**

These restrictive covenants shall run with the land and shall be binding until December 31, 2028, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument in writing signed by at least a majority of the then lot owners has been recorded agreeing to change, amend or terminate said covenants and restrictions.

**ARTICLE THIRTY-NINE**

**NOTICE**

Any notice required to be sent to any Owner under the provisions of this Declaration or to any member of the Association shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as the record Owner according to the Public Records of Leon County, Florida, at the time of such mailing, or at such other address as may be designated in writing to the Association by such Owner from time to time. Any notice required to be sent to the Association, its Board of Directors or the Architectural Control Committee shall be sent to the address of the Association reflected by the Division of Corporations, Department of State.

**ARTICLE FORTY**

**MISCELLANEOUS**

Section 40.1 - Titles. The titles of each article, section or paragraph and subparagraph of this Declaration are for convenience only and shall be deemed to have no legal effect in the interpretation of the provisions of this Declaration.

Section 40.2 - Severability. The invalidity in whole or in part of any covenant, condition, restriction, agreement, provisions, article, section, subsection, sentence, clause, phrase, or word contained in this Declaration, or any Article of Incorporation, Bylaws and Rules and Regulations of the Association shall not affect the validity of the remaining portions thereof.

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Section 403 - Governing Law. This Declaration shall be governed in all respects under the laws of the State of Florida.


Section 40.4 - Reference to Gender, Number. The reference to the masculine, the feminine, neuter, singular or plural, as the case may be, shall mean and include the opposite sex, gender or number wherever the context so requires or admits.

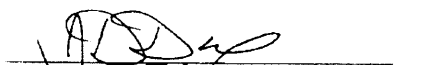
IN WITNESS WHEREOF, the Declarant has caused this Declaration of Covenants and Restrictions to be executed as of the day and year first above written.

WITNESSES:

STONY CREEK CROSSING, INC.  
a Florida corporation

  
Print Name: ELIZABETH J. COLVIN


  
By: Mehrdad Ghazvini  
Its: President

  
Print Name: J.D. Daxsee

STATE OF FLORIDA,  
COUNTY OF LEON.

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of January, 2003, by Mehrdad Ghazvini as President of Stony Creek Crossing, Inc., a Florida corporation, on behalf of the corporation.  He is personally known to me; or  He has produced N/A as identification.

  
NOTARY PUBLIC  
My Commission Expires:

 ELIZABETH J. COLVIN  
MY COMMISSION # DD 085120  
EXPIRES: January 17, 2006  
1-800-3-NOTARY FL Notary Service & Bonding, Inc.

A tract of land lying in Section 36, Township 1 North, Range 1 East, Leon County, and lying in the with the city limits of Tallahassee, Florida and being more particularly described as follows:

Commence at a concrete monument (marked #1254) marking the Southeast corner of Countryside at Benjamin's Run, a subdivision as per map or plat thereof recorded Plat Book 11, Page 60 of the Public Records of Leon County, Florida and run South 00 degrees 00 minutes 16 seconds West 276.38 feet to an old terra cotta concrete monument marking the Southeast corner of Section 25, Township 1 North, Range 1 East (also being the Northeast corner of Section 36, Township 1 North, Range 1 East), Leon County, Florida, thence run South 00 degrees 00 minutes 46 seconds East 1661.07 feet to a re-rod (marked #4261) said point lying on the Southerly right of way boundary of Pedrick Road, thence run Southwesterly and Northwesterly along said right of way boundary the following (4) four courses: South 89 degrees 59 minutes 09 seconds West 129.24 feet to a re-rod (marked #4261) marking a point of curve to the right having a radius of 440.00 feet, through a central angle of 67 degrees 41 minutes 53 seconds for an arc distance of 519.88 feet, chord being North 56 degrees 09 minutes 55 seconds West 490.17 feet to a re-rod (marked #4261) marking a point of reverse curve, having a radius of 460.00 feet, through a central angle of 50 degrees 48 minutes 56 seconds for an arc distance of 407.97 feet, chord being North 47 degrees 43 minutes 26 seconds West 394.73 feet to a re-rod (marked #4261), North 73 degrees 07 minutes 54 seconds West 244.73 feet to a concrete monument (marked #7160), marking the POINT OF BEGINNING. From said POINT OF BEGINNING and leaving said right of way boundary run South 17 degrees 58 minutes 58 seconds West 195.04 feet to a concrete monument (marked #7160), thence run South 73 degrees 07 minutes 54 seconds East 43.12 feet to a concrete monument (marked #7160), thence run South 17 degrees 46 minutes 34 seconds West 151.11 feet to a concrete monument (marked #7160), thence run South 76 degrees 21 minutes 15 seconds East 197.31 feet to a concrete monument (marked #7160), thence run South 66 degrees 02 minutes 17 seconds East 19.86 feet to a concrete monument (marked #7160), thence run South 54 degrees 30 minutes 24 seconds East 52.11 feet to a concrete monument (marked #7160), thence run South 32 degrees 36 minutes 19 seconds East 74.24 feet to a concrete monument (marked #7160), thence run South 27 degrees 41 minutes 52 seconds East 77.98 feet to a concrete monument (marked #7160), thence run South 31 degrees 14 minutes 07 seconds East 43.08 feet to a concrete monument (marked #7160), thence run South 34 degrees 30 minutes 06 seconds East 37.10 feet to a concrete monument (marked #7160), thence run South 37 degrees 38 minutes 42 seconds East 57.93 feet to a concrete monument (marked #7160), thence run South 82 degrees 56 minutes 07 seconds West 184.83 feet to a concrete monument (marked #7160), thence run South 00 degrees 08 minutes 00 seconds West 146.15 feet to a concrete monument (marked #7160), thence run South 82 degrees 56 minutes 07 seconds West 4.45 feet to a concrete monument (marked #7160), marking a point of curve to the right having a radius of 270.00 feet, through a central angle of 15 degrees 40 minutes 13 seconds for an arc distance of 73.84 feet, chord being North 89 degrees 13 minutes 46 seconds West 73.61 feet to a concrete monument (marked #7160), thence run South 29 degrees 04 minutes 22 seconds West 63.25 feet to a concrete monument (marked #7160) lying on a curve concave to the Northerly, thence run Southeasterly along said curve having a radius of

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330.00 feet, through a central angle of 07 degrees 06 minutes 27 seconds for an arc distance of 40.94 feet, chord being South 81 degrees 06 minutes 19 seconds East 40.91 feet to a concrete monument (marked #7160), thence run South 04 degrees 26 minutes 10 seconds East 140.57 feet to a concrete monument (marked #7160), thence run North 87 degrees 44 minutes 58 seconds West 67.58 feet to a concrete monument (marked #7160), thence run South 02 degrees 16 minutes 28 seconds West 137.91 feet to a concrete monument (marked #7160) marking a point of curve to the right having a radius of 337.50 feet, through a central angle of 11 degrees 26 minutes 57 seconds for an arc distance of 67.44 feet, chord being North 84 degrees 52 minutes 44 seconds West 67.33 feet to a concrete monument (marked #7160), thence run North 85 degrees 20 minutes 54 seconds West 70.02 feet to a re-rod (marked #4261), thence run North 58 degrees 39 minutes 07 seconds West 298.56 feet to a concrete monument (marked #1254), thence run North 32 degrees 04 minutes 38 seconds West 598.11 feet to a concrete monument (marked #1254), thence run North 01 degrees 47 minutes 19 seconds West 463.55 feet to a concrete monument (marked #1254), thence run North 27 degrees 18 minutes 15 seconds East 520.04 feet to a re-rod (marked #4261) lying on the Southerly right of way boundary of Pedrick Road, said point also lying on a curve concave to the Northeasterly, thence run Southeasterly along said right of way boundary and said curve with a radius of 740.00 feet, through a central angle of 28 degrees 32 minutes 51 seconds, for an arc distance of 368.70 feet, chord being South 58 degrees 51 minutes 28 seconds East 364.90 feet to a re-rod (marked #4281), thence run South 73 degrees 07 minutes 54 seconds East along said right of way boundary 191.34 feet to the POINT OF BEGINNING.

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This document was prepared by:  
Charles R. Gardner  
Gardner, Wadsworth, Duggar, Bist & Wiener, P.A.  
1300 Thomaswood Drive  
Tallahassee, Florida 32308

**FIRST AMENDMENT**  
**TO**  
**DECLARATION OF COVENANTS, CONDITIONS,**  
**RESTRICTIONS, AND EASEMENTS**

for  
***STONEY CREEK CROSSING***

This **FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS** (hereinafter referred to as this "Declaration") is made this 30<sup>th</sup> day of December, 2003, by **STONEY CREEK CROSSING, INC.**, a Florida corporation, having as an address in Leon County, Florida, 2811-E Industrial Park, Tallahassee, Florida 32301 (hereinafter referred to as "Declarant").

**STATEMENT OF PRELIMINARY FACTS**

- A. The Declarant has caused a **DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS** (the "Declaration") to be recorded in Official Records Book 2799, at Page 1632 of the Public Records of Leon County, Florida, with respect to ***STONEY CREEK CROSSING***;
- B. The Declaration, in Article Thirty-Six, allows the Declarant to amend the Declaration; and
- C. The Declarant is desirous of amending the Declaration.

**TERMS OF AMENDMENTS**

In consideration of \$10.00 and other good and valuable consideration, and of the benefits to be derived by the Declarant and each and every subsequent owner of any of the lots in ***STONEY CREEK CROSSING***, the Declarant does hereby amend the Declaration as follows:

- 1. Paragraph B in the Statement of Preliminary Facts is hereby deleted because the Declarant has no other property to include in *Stoney Creek Crossing* as Additional Property.

2. Subparagraph (b) of Article Thirty-Six is hereby deleted.


3. Any reference to "Additional Property" or to "Exhibit 'B'" in the Declaration is hereby deleted because no further property will be added to *Stoney Creek Crossing*.


IN WITNESS WHEREOF, the Declarant has caused this Declaration of Covenants and Restrictions to be executed as of the day and year first above written.

WITNESSES:

STONY CREEK CROSSING, INC.  
a Florida corporation


  
Print Name: ELIZABETH J. COLVIN

By   
Mehrdad Ghazvini  
Its: President

  
Print Name: Elizabeth J. Colvin

STATE OF FLORIDA,  
COUNTY OF LEON.

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of December, 2003, by Mehrdad Ghazvini, as President of Stony Creek Crossing, Inc., a Florida corporation, on behalf of the corporation. () He is personally known to me; or () He has produced his Florida driver's license as identification.

  
NOTARY PUBLIC  
ELIZABETH J. COLVIN  
MY COMMISSION # DD 085120  
EXPIRES: January 17, 2006  
1-800-3-NOTARY FL Notary Service & Bonding, Inc.