

THIS INSTRUMENT PREPARED BY:  
BYRON S. CAMP  
PENNINGTON, WILKINSON, DUNLAP  
BATEMAN & CAMP, P.A.  
POST OFFICE BOX 13527  
TALLAHASSEE, FL. 32317

155370744

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF  
SETTLERS CREEK ADDITION**

THIS DECLARATION, is made and executed this 29<sup>th</sup> day of April, 1992, by  
C&C DEVELOPERS, INC., a Florida corporation, hereinafter referred to as "Declarant".

**WITNESSETH:**

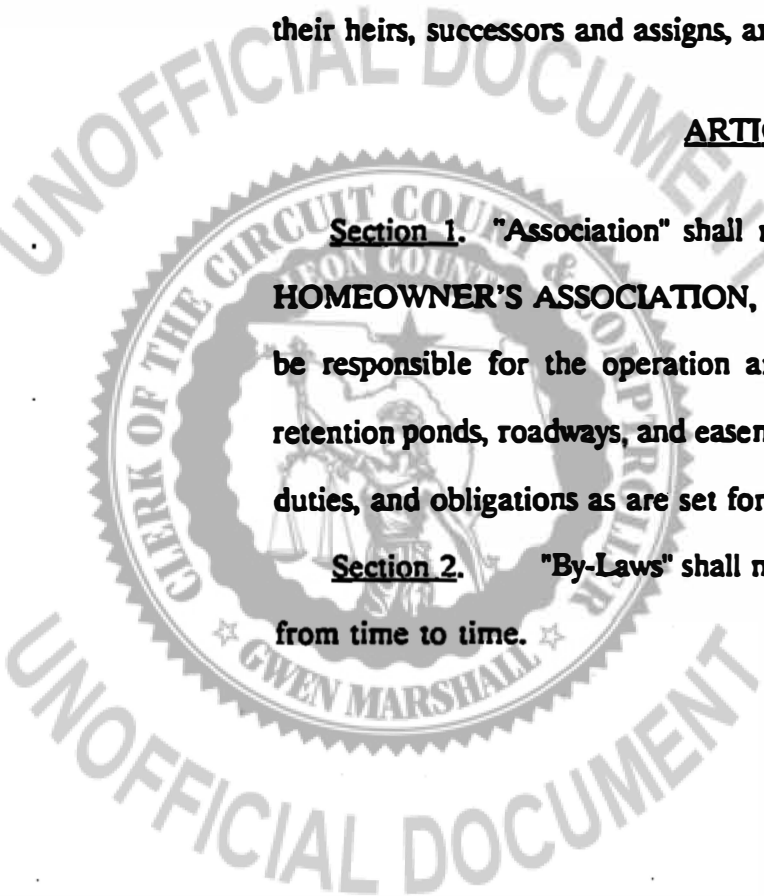
WHEREAS, Declarant is the owner of certain property located in Leon County, Florida,  
and more particularly described in Exhibit "A" attached hereto and by reference made a part  
hereof.

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.** "Association" shall mean and refer to **SETTLERS CREEK ADDITION  
HOMEOWNER'S ASSOCIATION, INC.**, its successor and assigns. The Association shall  
be responsible for the operation and management of the common areas, detention or  
retention ponds, roadways, and easement areas within the subdivision, and such other rights,  
duties, and obligations as are set forth in this Declaration.

**Section 2.** "By-Laws" shall mean such By-laws as are established by the Association  
from time to time.



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**Section 3.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, and, upon subdivision upon construction into townhome residential units, each owner of such unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 4.** "Property" shall mean and refer to that certain real property described in Exhibit "A" attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 5.** "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area which will be owned by the Association at the time of the conveyance of the first Lot consists of that property described and depicted in Composite Exhibit "B" attached hereto and by reference made a part hereof. Additional real property may be conveyed to the Association for the common use and enjoyment of the Owners as the Property is developed.

**Section 6.** "Lot" shall mean and refer to each of the numbered lots described in Exhibit "C" attached hereto and by reference made a part hereof, exclusive of common area owned by the Association. Until such time as a lot shown on Exhibit "C" is subdivided by the construction thereupon of the townhouse-type residential units, it shall be treated under these covenants and By-Laws as one lot. Upon the construction of a common or party wall between the residences upon a lot as a part of residential townhouse construction, it shall thereafter constitute one lot for each residential unit.

**Section 7.** "Declarant" shall mean and refer to C&C DEVELOPERS, INC., its successors and assigns.

Section 8. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

**ARTICLE II. PROPERTY RIGHTS**

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members or to mortgage all or any part of the Common Area (no such dedication, transfer or mortgage shall be effective unless an instrument agreeing to such dedication, transfer or mortgage signed by two-thirds (2/3) of each class of members has been recorded); and

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

**ARTICLE III.**

**MEMBERSHIP AND VOTING RIGHTS**

**Section 1.** Every person or entity who is a record owner of a Lot which is subject to assessments shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

**Section 2.** The Association shall have two classes of voting membership.

**Class A.** The Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) 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 determine, but in no event shall more than one vote be cast with respect to any Lot.

**Class B.** The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) upon the expiration of three (3) years from the date of the recording of this Declaration.

**ARTICLE IV**

**COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1.** **Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot owned by Declarant, 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, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such property at the time of the assessment. The personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement and maintenance of the Common Area and of the homes situated upon the Property.

Section 3. Annual Assessment and Maximum Annual Assessment. The initial annual assessment per homeowner shall be \$40.00 per year per Owner. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred and No/100 Dollars (\$100.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year by no more than five percent (5%) above the assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased

above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may increase the annual assessment at any time to an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments 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 a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting 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 Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment and Collection. Both annual and special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly or quarterly basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of

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Directors shall fix the amount of the annual assessment levied against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum or at such other legal rate as may be established by the Board of Directors. The Association may bring an action at law against an Owner personally, or foreclose the lien against the subject Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of a Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the personal obligation of an Owner to pay any outstanding assessment. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof or the bona fide conveyance to a mortgagee in satisfaction of a first mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 10. Exempt Property.** All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

**ARTICLE V. EASEMENTS**

**Section 1. Easement for Ingress, Egress and Utility Purposes.** The Declarant hereby reserves, excepts, imposes, grants and creates a non-exclusive, perpetual easement to and on behalf of the Declarant, the Association, the Owners, their grantees, heirs and successors in interest, for drainage and utility purposes and for ingress and egress over, under and across that portion of the property described and depicted in Composite Exhibit "D" attached hereto and by reference made a part hereof. This easement shall be maintained by the Association. Within this easement, no structure, planting or other material which may interfere with the use and purpose of the easement shall be placed or permitted to remain. The City of Tallahassee shall not be responsible for utility trench lines or trench line failure.

If ingress or egress to any Lot is through the Common Area, any conveyance or encumbrance of such area shall be subject to the Lot Owner's easement for ingress and egress.

**Section 2. Utility Easement.** The Declarant hereby reserves, excepts, imposes, grants and creates a non-exclusive, perpetual easement to and on behalf of each Owner of a dwelling unit within a building containing attached dwelling units, a non-exclusive easement over, across and under the Lots on which such building is located for the installation, maintenance, replacement and repair of utility lines including electricity, telephone, gas,

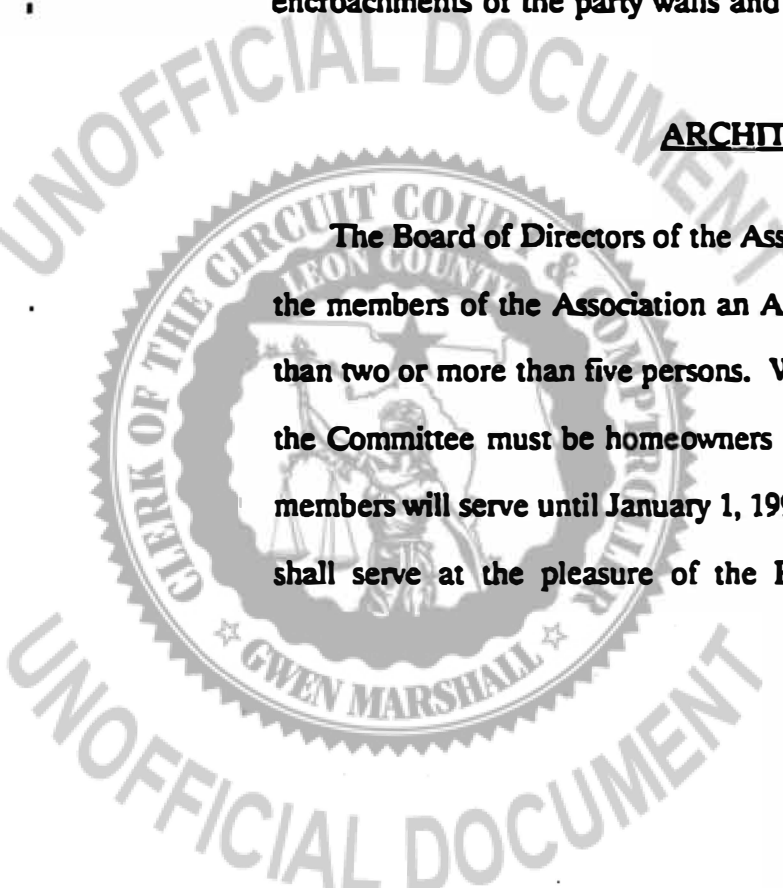
water, sewer and cable television. In the event of any installation, replacement or repair, the party making such installation or repair shall restore the property to the condition existing immediately prior to such installation and repair. The said easement shall not extend over, through or under any portion of the building unless the building is constructed with utility service to one side of the building with the utility lines and facilities running through the attic area of the building. In such event, an easement shall exist for the maintenance, repair and replacement of such utility lines in the manner as originally constructed. In the event any utility line or facility is damaged or destroyed by the act or omission of an Owner, such Owner shall repair or replace such line or facility at his sole cost and expense and restore all the property to the condition existing immediately prior to such repair or replacement.

Section 3. Easement for Encroachments. The Declarant hereby reserves, excepts, imposes, grants and creates a perpetual easement to and on behalf of the Declarant and each Owner for encroachments created during the initial construction by the Declarant of permanent improvements to the Lots. Such easements shall extend to and cover encroachments of the party walls and portions of buildings, driveways and walkways.

ARTICLE VI.

ARCHITECTURAL CONTROL

The Board of Directors of the Association shall appoint from among themselves and/or the members of the Association an Architectural Control Committee consisting of not less than two or more than five persons. With the exception of the initial members, members of the Committee must be homeowners in the SETTLERS CREEK ADDITION. The initial members will serve until January 1, 1994, unless they sooner resign. Thereafter, all members shall serve at the pleasure of the Board of Directors of the Association. The initial



members of the Committee are ROBERT C. CAMP, SPURGEON CAMP and ANN B. CAMP, all being 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 as from time to time set forth in the records of the office of the Secretary of State of Florida, Corporate Division.

No homeowner shall erect or maintain any building, fence, wall or other structure nor shall any homeowner commence or make any exterior addition to or change or alteration in the shape, color, or appearance of the exterior of existing improvements or make any material alteration, addition, or deletion to the landscaping of any lot until any unless the plans as 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 thirty (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 homeowner or his contractor has obtained all permits required by law. Notwithstanding the foregoing provisions related 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 until January 1, 1994.

ARTICLE VII.

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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 attached single-family dwellings.

ARTICLE VIII.

SUBDIVISION OF LOT

No Lot shall be re-subdivided.

ARTICLE IX. PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Property and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion of such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

**Section 4. Weatherproofing.** Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

**Section 5. Right to Contribution Runs with Land.** The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

**Section 6. Arbitration.** In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and a decision determining the liabilities of the parties shall be by a majority of the arbitrators.

#### **ARTICLE X. EXTERIOR MAINTENANCE**

In the event an Owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

#### **ARTICLE XI. NUISANCES**

No noxious or offensive activity shall be permitted or performed upon any Lot which may be or may become an annoyance or nuisance to the neighborhood which shall in any



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way interfere with the reasonably quiet enjoyment of each of the homeowners of his respective house. Loud music or barking dogs can constitute a nuisance under this provision, with such examples being inclusive, not exclusive.

**ARTICLE XII. NON-HOUSE STRUCTURES**

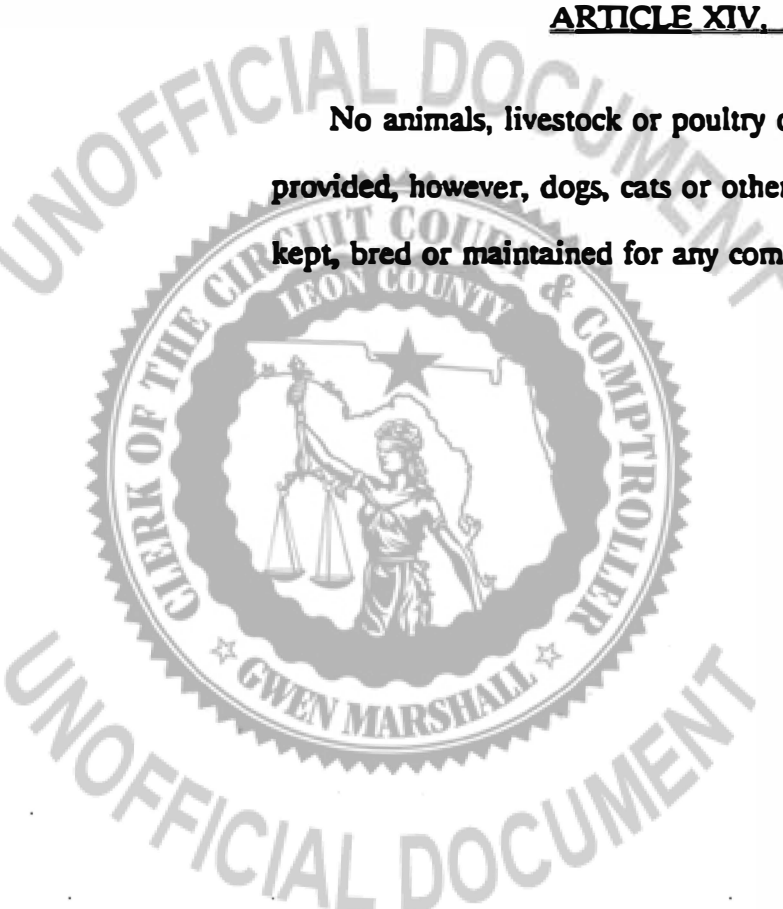
No trailer, tent, shack, utility shed or other non-house building shall be placed or used on any lot; provided, however, Declarants may maintain offices or storage facilities during construction. The Association may maintain on Association property such storage, maintenance or other buildings as its Board of Directors determines.

**ARTICLE XIII. SIGNS**

No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet to advertise the property for sale or lease.

**ARTICLE XIV. 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, provided they are not kept, bred or maintained for any commercial purpose.



ARTICLE XV.

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EXTERIOR ANTENNA

No exterior radio, television or satellite-dish antenna may be installed on any portion of the properties unless the installation, size, color and design of the antenna have been approved by the Architectural Control Committee appointed by the Board of Directors.

ARTICLE XVII

GARBAGE AND REFUSE DISPOSAL

No Lot shall be used, maintained or allowed to become a dumping ground for scraps, litter, leaves, limbs or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on any Lot or other part of the Property and shall not be kept on any Lot except in sanitary containers designed for waste containment and approved by the Board of Directors or the Architectural Control Committee appointed by the Board of Directors. All equipment for the storage or disposal of such waste material shall be kept in a reasonably clean and sanitary condition and shall not be stored so as to be visible from the street (collection days excepted).

ARTICLE XVIII

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 street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or

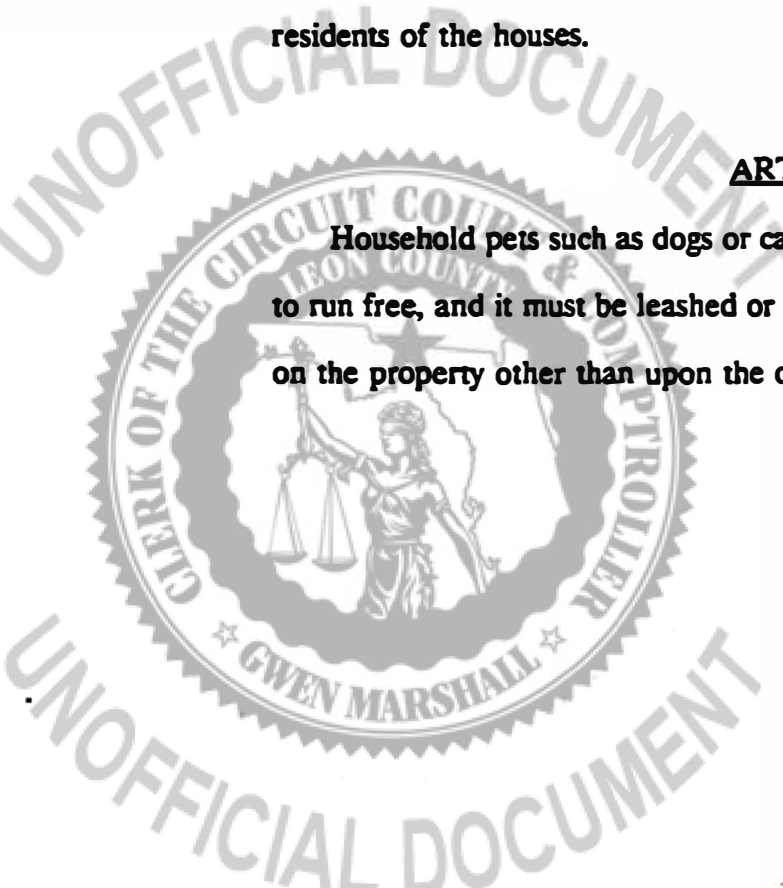
in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. The Board of Directors of or the Architectural Control Committee appointed by the Board of Directors may, in its sole discretion, grant variances to the restrictions provided for in this Article.

**ARTICLE XIX. REGULATIONS**

Reasonable rules and regulations concerning the use of the common areas and easement areas and all other areas which the Association owns or maintains may be made and amended from time to time by the Board of Directors of the Association. Copies of such regulations and amendments shall be furnished by the Association to all homeowners and residents of the houses.

**ARTICLE XX. PETS**

Household pets such as dogs or cats are permitted but no dog or cat shall be permitted to run free, and it must be leashed or under direct control of its owner when it is anywhere on the property other than upon the owner's lot.



**ARTICLE XXI. BOATS, TRAILERS AND PROHIBITED VEHICLES**

Unless specific provisions to the contrary are subsequently hereto made and adopted by the Board of Directors of the Association, no boat, trailer, motorhome, commercial panel van or truck larger than a pick-up truck may be parked or stored upon the Property, except, however, for the temporary parking of any such prohibited vehicles incident to delivery or repair being made for a homeowner.

**ARTICLE XXII. MISCELLANEOUS**

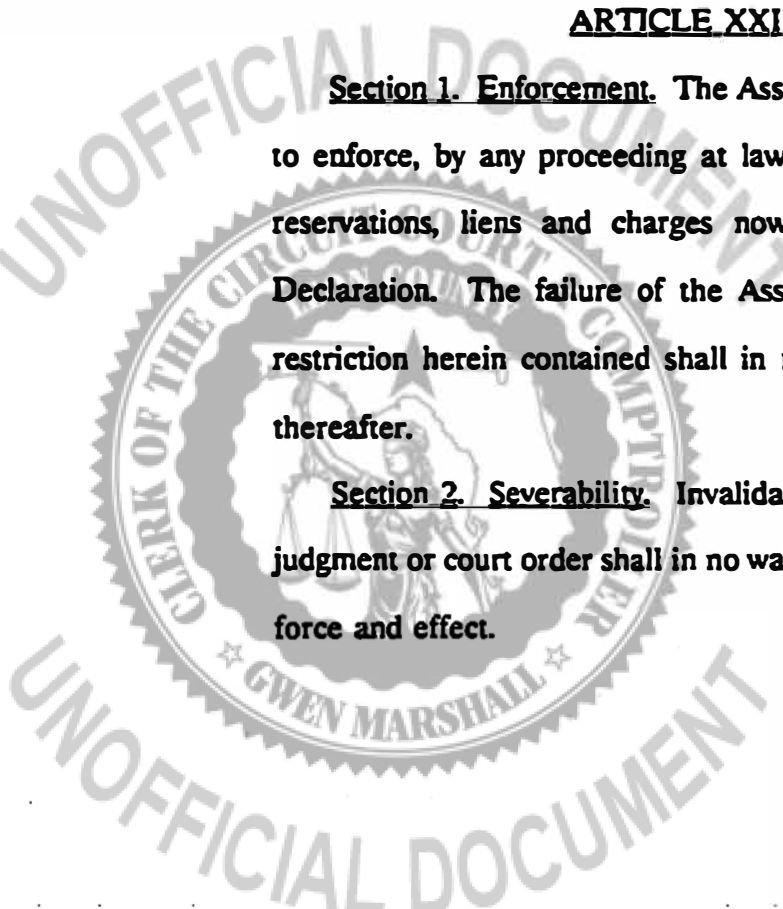
(a) No laundry, mattresses, bedding materials or clothing shall be hung on or over patio rails or fences of any home. Clotheslines are prohibited except inside a fenced-in patio and not substantially visible to neighbors.

(b) No window air-conditioning units shall be permitted which would be exposed to the exterior of any building.

**ARTICLE XXIII. GENERAL PROVISIONS**

**Section 1. Enforcement.** The Association, any Owner, or Declarant shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The failure of the Association 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.

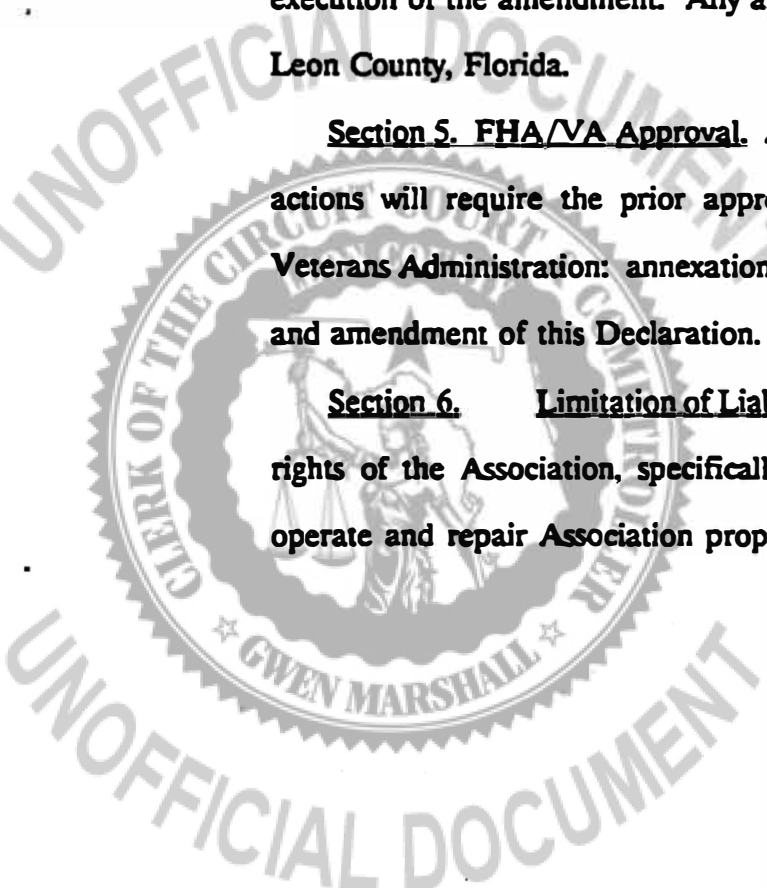


**Section 3. Annexation.** Except as proscribed by Section 5. hereinbelow, additional residential property and common areas may be annexed to the Property with the consent of two-thirds (2/3) of each class of members. Any such annexation shall subject said lands to these covenants, conditions and restrictions, 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, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. No Amendment shall affect the priority of the lien of any first mortgage on any Lot over the lien of the assessments provided for herein unless the holder of the mortgage joins in the execution of the amendment. Any amendment must be recorded in the Public Records of Leon County, Florida.

**Section 5. FHA/VA Approval.** As long as there is a Class B membership the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration.

**Section 6. Limitation of Liability of Association.** Notwithstanding the duties and/or rights of the Association, specifically including, but not limited to its duty to maintain, operate and repair Association property, the Association shall not be liable for injury for



damage suffered during the use of or upon any of the property owned, or to be maintained and repaired, by the Association, or caused by acts of God or by third parties.

**Section 7. Insurance and Homeowner's Obligation to Rebuild.**

(a) Each homeowner shall maintain fire and extended coverage insurance on his house and improvements in an amount equal to the maximum insurance replacement value. The Association may require the homeowner to provide written evidence of such coverage annually. In the event of loss, subject to the consent and approval of any mortgages named as a loss payee, all insurance proceeds shall be used to promptly repair or replace the damaged property unless the Board of Directors of the Association shall otherwise agree.

(b) If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within thirty (30) days after the damage occurs, and shall be completed within one hundred eighty (180) days after the damage occurs.

**Section 8. Development by Declarants.** No provisions contained herein shall prevent Declarants, their contractors or subcontractors, from performing such work and activities as are reasonably necessary or advisable in connection with the construction of any houses or other improvements upon the property, nor shall said provisions in any way prevent the Declarants from maintaining such signs on the property as they think to be helpful for the sale, lease, or other disposition of houses.

**Section 9. Election of Board of Directors.** In addition to all other rights and privileges granted to the Declarants under this Declaration, and notwithstanding any provisions of the Articles of Incorporation and By-Laws to the contrary, the Declarants shall, subject to the

following limitations, be entitled to appoint all of the members of the Board of Directors of the Association until January 1, 1994, unless Declarants release or terminate such right by instrument in writing.

Section 10. Variances. Variances for minor deviations from this Declaration may be granted by Declarants or the Architectural Control Committee at any time to Declarants and any homeowner.

Section 11. Duration. Unless sooner terminated by a writing signed by at least three-fourths (3/4) of the homeowners and mortgagees of record, these covenants and restrictions shall be binding until December 31, 2020, after which date they shall be automatically extended for successive periods of five (5) years each unless an instrument signed by at least a majority of the homeowners and first mortgagees of record has been recorded agreeing to terminate said covenants and restrictions, dedication of common area; and amendment to the Association's articles of incorporation.

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

WITNESSES:

[Signature]  
Name: Lisa Kent

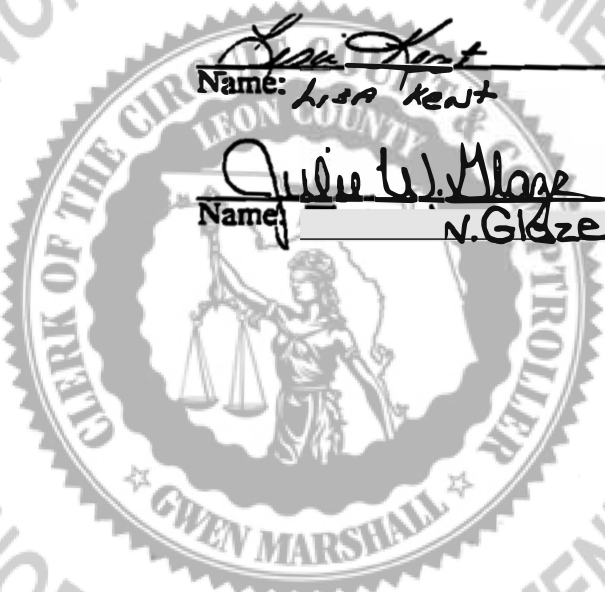
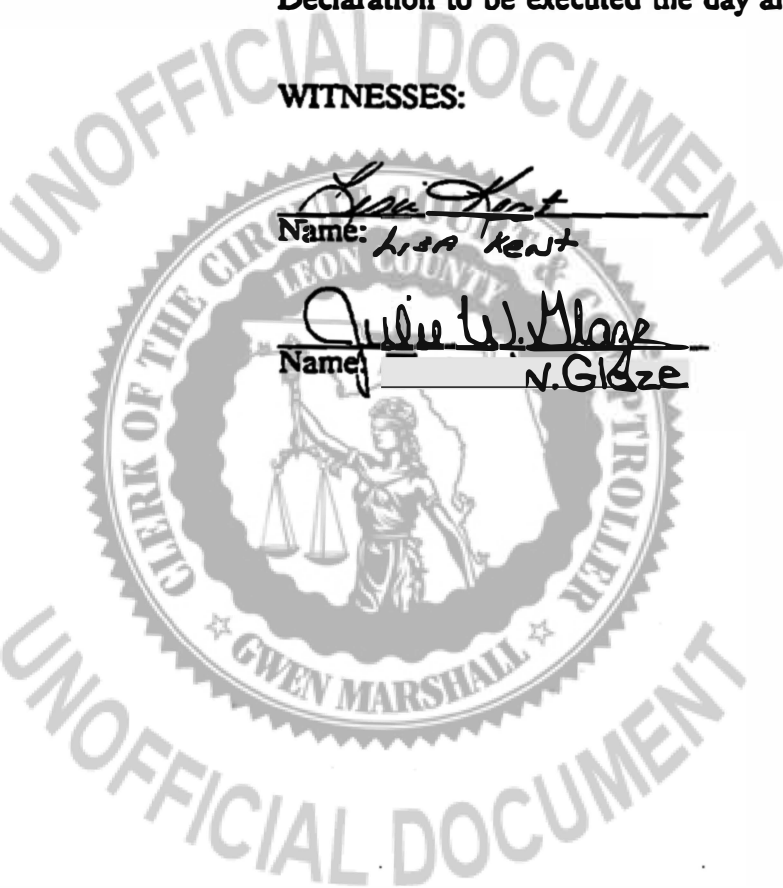
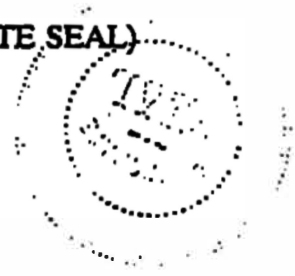
[Signature]  
Name: N. Glaze

C&C DEVELOPERS, INC.  
2840 Industrial Plaza Dr.  
Tallahassee, Fla. 32301

By: [Signature]  
Name: Robert C. Camp

Its: [Signature]

(CORPORATE SEAL)

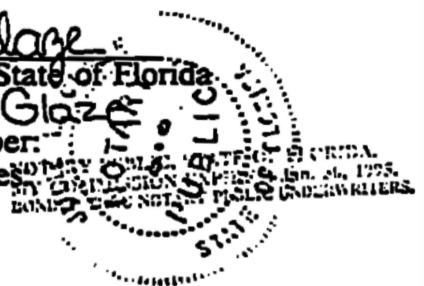


STATE OF FLORIDA  
COUNTY OF LEON

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The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of April, 1992 by Robert C. Como, of C&C DEVELOPERS, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

Julie W. Glaze  
NOTARY PUBLIC, State of Florida  
Name: Julie W. Glaze  
My commission number:  
My commission expires: CC080188





# DITION

CAN ENDOWMENT  
COUNTY, FLORIDA  
RIDA.

## DEDICATION STATE OF FLORIDA COUNTY OF LEON

KNOW ALL MEN BY THESE PRESENTS THAT C. & C. DEVELOPERS, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA, OWNER IN FEE SIMPLE OF THE LANDS SHOWN HEREON AND PLATTED AS SETTLERS CREEK ADDITION AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

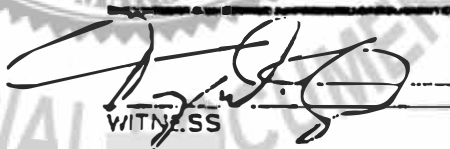
A PART OF THE PLANTATION OF THE FLORIDA PECAH ENDOWMENT COMPANY, RECORDED IN PLAT BOOK 1, PAGE 4, OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, AND LYING IN SECTION 16, TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA.

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 150.48 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, THENCE LEAVING SAID MAINTAINED RIGHT OF WAY BOUNDARY RUN THENCE NORTH 89 DEGREES 38 MINUTES 48 SECONDS EAST 13.28 FEET TO THE PROPOSED EASTERLY RIGHT OF WAY OF MISSION ROAD AND THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN SOUTH 00 DEGREES 40 MINUTES 04 SECONDS EAST ALONG THE PROPOSED EAST RIGHT OF WAY OF MISSION ROAD, A DISTANCE OF 851.65 FEET, THENCE LEAVING SAID PROPOSED RIGHT OF WAY OF MISSION ROAD, RUN ALONG THE NORTHWESTERLY BOUNDARY OF SETTLERS CREEK, A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 10, PAGE 26 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, AS FOLLOWS: SOUTH 80 DEGREES 19 MINUTES 56 SECONDS WEST 191.91 FEET, THENCE NORTH 45 DEGREES 40 MINUTES 23 SECONDS EAST 660.74 FEET, THENCE NORTH 05 DEGREES 12 MINUTES 05 SECONDS WEST 379.29 FEET, THENCE LEAVING SAID NORTHWESTERLY BOUNDARY OF SAID SETTLERS CREEK, RUN SOUTH 89 DEGREES 38 MINUTES 48 SECONDS WEST 654.43 FEET TO THE POINT OF BEGINNING, CONTAINING 10.57 ACRES MORE OR LESS.

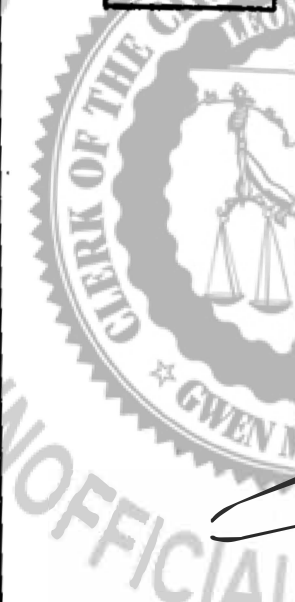
RECORDING NOTICE  
Document legibility unsatisfactory  
for clear reproduction in the public  
records.

HAS CAUSED SAID LAND TO BE DIVIDED AND SUBDIVIDED AS SHOWN HEREON AND DOES HEREBY DEDICATE TO THE PERPETUAL USE OF THE PUBLIC ALL ROADS, AND ALLEYS AND OTHER RIGHTS OF WAY, AND ALL PARKS AND RECREATION AREAS AND ALL EASEMENTS FOR UTILITIES, DRAINAGE, AND OTHER PURPOSES AND ALL PURPOSES INCIDENT THERETO AS SHOWN AND DEPICTED HEREON, RESERVING HOWEVER, THE REVERSION OR REVERSIONS THEREOF SHOULD THE SAME BE RENOUNCED, DISCLAIMED, ABANDONED, OR THE USE THEREOF DISCONTINUED, AS PRESCRIBED BY LAW BY APPROPRIATE ACTION BY THE PROPER OFFICIALS HAVING CHARGE OR JURISDICTION THIS 23RD DAY OF MARCH, A.D., 1968.

C & C DEVELOPERS, INC.

  
WITNESS

  
PRESIDENT







# EXHIBIT D

This Instrument Prepared By  
RUSSELL D. GAUTIER  
Of Moore, Williams, Bryant, Peebles & Gautier  
Professional Association  
Post Office Box 1169  
Tallahassee, Florida 32302

①  
Settlers  
Creek  
Add.

OR 1401 PC 1270

## EASEMENT

R. Frank Donaldson and A. B. Hopkins, Jr., the Grantor, in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable considerations received from Andrew Jackson Savings Bank, an association organized and existing under the laws of the State of Florida, the Grantee, hereby on this 25th day of October, 1989, transfers and conveys to the Grantee an easement for utility and drainage purposes over, across and under the easternmost 25 feet and the southeasternmost 25 feet of the property described in "Exhibit A" attached hereto and by reference made a part hereof as depicted on the copy of the plat of survey attached hereto as "Exhibit B" attached hereto and by reference made a part hereof. Within this easement area, no planting, structure or other improvement which may interfere with the use and purpose of the easement shall be placed or permitted to remain in the easement area.

In Witness Whereof, the Grantor has executed this Easement the day and year first above written.

### WITNESSES:

Cheryl L. Wiseman  
Cheryl L. Wiseman

R. Frank Donaldson  
R. FRANK DONALDSON  
A. B. Hopkins, Jr.  
A. B. HOPKINS, JR.

RECORDED IN THE PUBLIC RECORDS OF LEON COUNTY FLORIDA  
OCT 25 4 08 PM '89  
PAUL E. HARRIS, CLERK OF CIRCUIT COURT

968923

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 25th day of October, 1989, by R. FRANK DONALDSON.

Cheryl L. Wiseman  
NOTARY PUBLIC  
My commission expires  
Notary Public, State of Florida  
My Commission Expires Sept. 30, 1993  
Bonded Three Thousand Dollars

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 25th day of October, 1989, by A. B. HOPKINS, JR.

Cheryl L. Wiseman  
NOTARY PUBLIC  
My commission expires  
Notary Public, State of Florida  
My Commission Expires Sept. 30, 1993  
Bonded Three Thousand Dollars



OR1603990346

1171471

Nov 24 10 20 AM '92

UTILITY EASEMENT

CITY COURT

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 1992, between C & C DEVELOPERS, INC., A Florida Corporation, whose address is 2840 Industrial Plaza Dr., Tallahassee, Fl. 32301, hereinafter called "PARTY OF THE FIRST PART" and the CITY OF TALLAHASSEE, a municipal corporation created and existing under the laws of the State of Florida, whose mailing address is: 300 South Adams Street, Tallahassee, Florida 32301, hereinafter called "PARTY OF THE SECOND PART":

W I T N E S S E T H:

That the PARTY OF THE FIRST PART for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to it in hand paid by the said PARTY OF THE SECOND PART, the receipt whereof is hereby acknowledged, hereby granted, bargained, sold, and conveyed and by these presents does grant, bargain, sell and convey unto the said PARTY OF THE SECOND PART, a perpetual easement for the use by the PARTY OF THE SECOND PART, its successors and assigns, for a right-of-way for the construction, operation, and maintenance of utility lines including, but not limited to, the distribution of electric energy under, over, and above those portions of the property shown on Exhibit "B," attached hereto and made a part hereof, which are designated as roads, alleys, rights of way, and easements for utilities, drainage and other purposes. This property is a part of proposed subdivision to be known as SETTLERS CREEK ADDITION, the overall legal description of said proposed subdivision being described in Exhibit "A" attached hereto and by this reference made a part hereof, said property being located in Leon County, Florida. These rights include the right of the PARTY OF THE SECOND PART, its successors and assigns, to set and maintain utility lines and equipment and the necessary appurtenances for such utility lines on said land.

It is understood and agreed by and between the PARTY OF THE FIRST PART and the PARTY OF THE SECOND PART that the utilities and

equipment of the PARTY OF THE SECOND PART, installed or located, or to be installed or located, under the parcel or strip of land hereinabove described, shall at all times be and remain the absolute property of the PARTY OF THE SECOND PART, its successors and assigns, and subject to its complete dominion and control, and the right is hereby granted to the said PARTY OF THE SECOND PART, its successors and assigns, and its agents and employees, to enter upon said parcel or strip of land from and across any adjoining lands of the PARTY OF THE FIRST PART, for the purpose of inspecting, installing, repairing, and/or removing said utility lines and equipment therefrom. The PARTY OF THE FIRST PART will not construct any permanent improvements on the said property without the written permission from the PARTY OF THE SECOND PART. PARTY OF THE SECOND PART will restore the ground to its prior condition after installation of or any maintenance work on said utility lines and equipment.

Upon approval of the appropriate governmental bodies and the recordation of the plat of SETTLERS CREEK ADDITION, a resubdivision of a part of the Plantation of the Florida Pecan Endowment Company, this easement shall become void and of no force or effect.

IN WITNESS WHEREOF, the PARTY OF THE FIRST PART hereunto set its hand and seal the day and year first above written.

Witnesses:

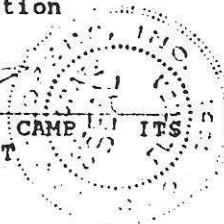
C & C DEVELOPERS, INC., A  
Florida Corporation

*Karen J. Dulhrie*  
*KAREN J. DULHRIE*

*Marybeth McConnell*  
*MARYBETH MCCONNELL*

BY:

*[Signature]*  
ROBERT C. CAMPBELL  
PRESIDENT



OR1603PG0348

STATE OF FLORIDA  
COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgements, appeared ROBERT C. CAMP, personally known to me or who produced N/A as identification, as President of C & C DEVELOPERS, INC., a Florida Corporation, and acknowledged before me that he executed the foregoing instrument freely and voluntarily under authority duly vested in him by said corporation and that he did not take an oath.

*[Signature]*  
NOTARY PUBLIC  
MY COMM. EXPIRES 12/31/95  
(SEAL)  
NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES May 20, 1995.  
30-DEPT. DIV. OF NOTARY PUBLIC UNDERWRITERS.

We hereby consent to the above Grant of Easement to the City of Tallahassee.

BARNETT BANK OF TALLAHASSEE

BY: *[Signature]*  
NAME Charles J. Davis, Jr.  
TITLE Vice President

We hereby consent to the above Grant of Easement to the City of Tallahassee.

ANDREW JACKSON STATE SAVINGS BANK

BY: *[Signature]*  
NAME William I. Matrice  
TITLE President - Mortgage Banking

THIS INSTRUMENT PREPARED BY:  
ROBERT A. MICK  
Henry, Buchanan, Mick & English, P.A.  
P. O. Drawer 1049  
Tallahassee, Florida 32302