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BOOK R2326 PAGE: 01308
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CHEMONIE CROSSING III

THIS DECLARATION is made and executed this 14th day of December 14,
1999, by B S N. PARTNERSHIP, a Florida general
partnership, hereinafter referred to as "Declarant."

W I T N E S S E T H

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

NOW, THEREFORE, Declarant hereby declares that all of
the properties described in Exhibit "A" attached hereto shall be
held, sold and conveyed subject to the following easements,
restrictions, covenants and conditions, which are for the purpose
of protecting the value and desirability of, and which shall run
with, the real property and be binding on all parties having any
right, title or interest in the described properties or any part
thereof, their heirs, successors and assigns, and shall inure to
the benefit of each owner thereof

ARTICLE I

DEFINITIONS

Section 1. "Owner" shall mean and refer to the record
owner, whether one or more persons or entities, of a fee simple
title to any lot which is a part of the properties, but excluding
those having such interest merely as security for the performance
of an obligation.

Section 2. "Properties" shall mean and refer to that
certain real property described in Exhibit "A" attached hereto

Section 3. "Lot" shall mean and refer to each of the
numbered lots depicted on the plat of Chemonie Crossing.

Section 4. "Declarant" shall mean and refer to B S
N Partnership, and its successor and assigns

Section 5. "Plat of Chemonie Crossing" shall mean and
refer to the plat of Chemonie Crossing to be recorded in the
public records of Leon County, Florida

This instrument prepared by
Mullard J Noblin
1300 Metropolitan Blvd.
Tallahassee, Florida 32308



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ARTICLE II

ARCHITECTURAL CONTROL

No dwelling, building, outbuilding, garage, storage building, barn, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to, or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by Declarant or by an architectural committee composed of three (3) or more representatives appointed by Declarant. In the event said Declarant, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

ARTICLE III

LAND USE AND BUILDING TYPE

No lot shall be used except for single-family residential purposes. No building or structure of any type shall be erected, altered, placed or permitted to remain on any lot other than a single-family residence and such other approved structures associated and used in conjunction therewith.

ARTICLE IV

SUBDIVISION OF LOT

No lot shall be further subdivided or re-subdivided

ARTICLE V

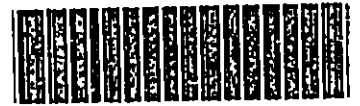
DWELLING SIZE

No dwelling shall be permitted on any lot unless the heated, air-conditioned, furnished living area of the main structure, exclusive of open porches, carports and garages, contains at least 2,000 square feet. If a dwelling is two-story, at least 1,400 square feet of the heated, air-conditioned furnished living area, exclusive of open porches, carports and garages, must be on the ground floor. No dwelling shall exceed two (2) stories in height. Minimum roof pitch on each dwelling shall be at least 6/12.

ARTICLE VI

BUILDING, DRIVEWAY AND FENCE LOCATION AND SETBACKS

No building shall be located on any lot nearer than seventy-five (75) feet to the front lot line; seventy-five (75) feet to the rear lot line; thirty (30) feet to a side lot line,, or, nearer than thirty-five (35) feet to any side corner line. For the purposes of the Article VI, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another site. No driveway shall be located nearer than twenty-five (25) feet to an interior lot line, except a back-up turnaround pad may be located as near as fifteen (15) feet to a lot line No fence shall be located nearer to the front lot line than the rear of the primary building. A fifty (50) foot natural buffer shall be maintained at the rear of the lots adjacent to the lake (Block I, Lots 5, 6, 7, 8, 9, 10, 11, 12, 16, 17, 18, 19, 20, 21, and 22) and no clearing, grading, improvement or removal of vegetation shall be allowed or permitted within the buffer area The Declarant, or its designated committee, may, in its sole discretion, grant variances to the restrictions provided for in this article.



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ARTICLE VII

GARAGES AND CARPORTS

Each dwelling shall have a functional carport or garage attached thereto, however, no functional carport or garage shall have its entrance or any opening facing a street.

ARTICLE VIII

NUISANCES

No noxious, unlawful or offensive activity shall be permitted or carried on upon any lot.

ARTICLE IX

TEMPORARY STRUCTURES

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



ARTICLE X

SIGNS

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet to advertise the property for sale or lease.

ARTICLE XI

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 and, provided further, they are kept under the owner's control and do not become a nuisance. Owners of at least four (4) contiguous acres are permitted to have horses, subject to the same restrictions.

ARTICLE XII

RADIO AND TELEVISION ANTENNA

No exterior radio, television or satellite-dish antenna shall be installed on the street side of the residence. Such installation shall be within the setbacks of Article VII and will be screened, with approval of the location of antenna and screen by Declarant, or its designated committee, being required. Satellite-dishes are not to exceed thirty-six (36) inches in diameter.

ARTICLE XIII

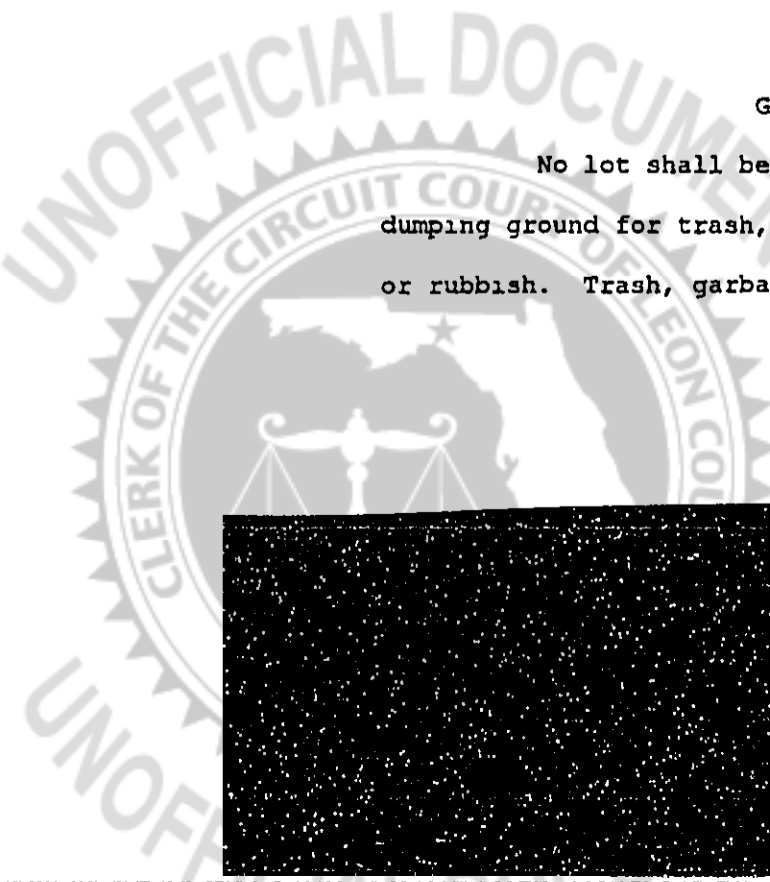
MAIL BOXES

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

ARTICLE XIV

GARBAGE AND REFUSE DISPOSAL

No lot shall be used, maintained or allowed to become a dumping ground for trash, garbage, scraps, litter, leaves, limbs or rubbish. Trash, garbage or other waste shall not be allowed



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to accumulate on any lot and shall only be stored in sanitary containers All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from any street

ARTICLE XV

TREE REMOVAL

No tree larger than twelve (12) inches in diameter, at a height of forty-eight (48) inches, shall be removed from the property without Declarant's prior written approval.

ARTICLE XVI

PRIVATE WELLS, UTILITIES AND SECURITY LIGHTS

No private well of any type shall be permitted All electrical and telephone lines must be underground Any security light must be placed in such a position that it will not shine directly upon, and any glare must be shielded from, adjoining properties

ARTICLE XVII

SEVERABILITY

Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions, which shall remain in full force and effect.

ARTICLE XVIII

DURATION

The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty (20) years unless, after the initial term, two-thirds of the property owners shall otherwise indicate in writing, in which case they shall then be terminated.

ARTICLE XIX

The requirements of Declarant to approve architectural plans and otherwise grant permission or approval herein shall



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cease upon the sale, development and improvement, by the construction of a dwelling, of each lot. Notwithstanding, the remaining terms, conditions, purposes and requirements of these covenants shall remain in effect as set forth in Article XVIII above.

ARTICLE XX
ENFORCEMENT

It is specifically understood and agreed that these restrictions and covenants are for the benefit and protection of Declarant and each lot owner, and the Declarant and each lot owner shall have the right to institute and maintain an action to enforce these restrictions and covenants. The failure by the Declarant, or any owner of a lot, to enforce any restriction or covenant contained herein shall in no event be deemed a waiver of the right to do so thereafter. Enforcement of any restriction or covenant contained herein shall be by action against any person or persons violation or attempting to violate any covenant either by injunction, restraining order, recovery of damage, or any remedy authorized under Florida law now existing or which may exist in the future. The prevailing party in any such action shall be entitled to all of its costs and attorney's fees, included those associated with any appeal resulting therefrom.

ARTICLE XXI
Annexation

Additional property within the property described in Exhibit "B" attached hereto may be annexed by the Declarant without the consent of any owner of a lot within seven (7) years from the date this instrument is recorded in the public records of Leon County, Florida.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration of Covenants, Conditions and Restrictions of Chemonie Crossing to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of

Lucinda E. Roark
Lucinda E. Roark

By: B. S. N., A Florida
General Partnership

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General Partner



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By: Millard J. Noblin
Millard J. Noblin
Its Managing General
Partner

(SEAL)

STATE OF FLORIDA)
COUNTY OF LEON)

The foregoing Declaration of Covenants, Conditions and Restrictions was acknowledged before me, this 14th day of December, 1999, by Millard J. Noblin, Managing General Partner of B. S. N., a Florida general partnership, said partnership being a General Partner of CENTERVILLE DEVELOPMENT GROUP.

Produced a Valid PL DL



Lucinda E. Roark
NOTARY PUBLIC

Lucinda E. Roark

My commission expires: _____





Exhibit A

BROWARD DAVIS & ASSOC., INC.

PLANNING • ENGINEERING • SURVEYING • DEVELOPMENT MANAGEMENT • ENVIRONMENTAL
FLORIDA • GEORGIA • ALABAMA • SINCE 1958

DAVID J. BARTLETT, PLS
WILLIAM E. BURTON, RLS
JAMES A. CARRINGTON, ILS
JOSEPH D. COLEMAN, PLS
BROWARD B. DAVIS, PLS, RLS (U)
LARRY D. DAVIS, PLS
LARRY E. DAVIS, PLS
WILLIAM E. DIAL III, EI
RUFUS L. DICKER, PLS
LEE R. DOWLING, PLS, RLS



TONIE R. GREEN, PLS, RLS
WALTER A. JOHNSON, PLS, PE(CR)
ROBERT B. NATIONS, JR., PLS
MICHAEL J. SCANLON, PE
RICHARD L. WHITE, PLS
ROGER V. WYNN, PE
BOB HARDWICK, PLS

June 8, 1998

NEVINS C. SMITH, PE
SPECIAL CONSULTANT

CHEMONIE CROSSING PHASE 3

I hereby certify that the survey shown hereon meets the Minimum Technical Standards for Land Surveying in the State of Florida (F.A.C 61G17-6).

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

A tract of land lying in Sections 15, 16 and Section 22, Township 2 North, Range 2 East Leon County, Florida, being more particularly described as follows.

Begin at a found concrete monument marking the Southwest corner of Section 15 (also the Southeast corner of Section 16, and the Northwest corner of Section 22,) Township 2 North, Range 2 East, Leon County, Florida, thence run along a line set by agreement between Chemonie Plantation and Woodfield Springs Plantation as shown on a survey for Andrew Jackson Savings and Loan and Noblin Partnership and prepared by Nobles and Varnum (job#1775), as follows: thence South 89 degrees 44 minutes 00 seconds East a distance of 1320.00 feet to a found concrete monument, thence South 00 degrees 05 minutes 01 seconds West a distance of 1320.00 feet to a found concrete monument, thence South 89 degrees 44 minutes 00 seconds East a distance of 2579.87 feet to a found concrete monument, thence leaving said agreement line run North 00 degrees 05 minutes 01 seconds East a distance of 2841.40 feet to a concrete monument (LB #732), marking the most Southerly corner of Lot 3 Block "K" of Chemonie Crossing Unit 2, Phase 2 as recorded in Plat Book 11, Page 67 of the Public Records of Leon County, Florida, thence Northerly, Southerly and Westerly along the boundary of said Chemonie Crossing Unit 2, Phase 2, as follows: North 55 degrees 25 minutes 38 seconds West 494.78 feet to a concrete monument (LB #732), thence South 35 degrees 13 minutes 57 seconds West 427.15 feet to a concrete monument (LB #732) said point also lying on a point of curve concave to the Southwesterly, thence Northwesterly along said curve with a radius of 584.84 feet, through a central angle of 16 degrees 43 minutes 36 seconds, for an arc distance of 170.73 feet (the chord of said arc being North 63 degrees 07 minutes 51 seconds West 170.13 feet) to a concrete monument (LB #732), thence North 71 degrees 29 minutes 39 seconds West 38.95 feet to a concrete monument (LB #732) lying on the Easterly right of way boundary of Old Chemonie

2414 MAHAN DRIVE • POST OFFICE BOX 12047 • TALLAHASSEE, FLORIDA 32300-2047 • (904) 870-4190 • (904) 870-2050 (FAX)
175-C CORPORATE CENTER DR. • POST OFFICE BOX 1343 • STOCKBRIDGE, GEORGIA 30201 • (404) 300-0229 • (404) 300-0223 (FAX)
353 PIERCE AVE. • MACON, GEORGIA 31204 • (912) 750-5489 • (912) 750-8268 (FAX)
650 JENKINS AVE. • PANAMA CITY, FLORIDA 32401 • (904) 725-5855 • (904) 725-0511 (FAX)



BOB INZER

UNOFFICIAL DOCUMENT



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Road (60.00 right of way), thence South 18 degrees 30 minutes 21 seconds West a distance of 60.00 feet to a concrete monument (LB #732), thence leaving said right of way boundary run South 71 degrees 29 minutes 39 seconds East 38.95 feet to a concrete monument (LB #732) marking a point of curve to the right, thence along said curve with a radius of 524.84 feet, through a central angle of 45 degrees 28 minutes 04 seconds, for an arc distance of 416.49 feet (the chord of said arc being South 48 degrees 45 minutes 37 seconds East 405.65 feet) to a concrete monument (LB #732), thence South 63 degrees 58 minutes 25 seconds West 252.17 feet to a concrete monument (LB #732), thence South 00 degrees 05 minutes 01 second West 250.00 feet to a concrete monument (LB #732), thence South 12 degrees 01 minute 40 seconds West 90.00 feet to a concrete monument (LB #732), thence North 71 degrees 33 minutes 51 seconds West 297.19 feet to a concrete monument lying on the aforementioned Easterly right of way boundary of Old Chemonie Road, thence North 65 degrees 04 minutes 46 seconds West 60.00 feet to a concrete monument (LB #732) lying on the Westerly right of way boundary of said Old Chemonie Road said point also lying on a point of curve concave to the Northwesterly, thence leaving said right of way boundary run Southwesterly along said curve with a radius of 1015.76 feet, through a central angle of 08 degrees 04 minutes 53 seconds, for an arc distance of 143.27 feet (the chord of said arc being South 28 degrees 57 minutes 40 seconds West 143.15 feet) to a concrete monument (LB #732), thence North 43 degrees 50 minutes 32 seconds West 842.56 feet, thence South 39 degrees 07 minutes 59 seconds West 100.00 feet to a concrete monument (LB #732), thence North 78 degrees 53 minutes 31 seconds West 506.56 feet to a concrete monument (LB #732) lying on the Easterly right of way boundary of Wintercreek Lane (60.00 right of way), thence South 07 degrees 30 minutes 48 seconds West along said right of way boundary a distance of 63.07 feet to a concrete monument (LB #732) marking a point of curve to the right, thence along said right of way curve with a radius of 1114.80 feet, through a central angle of 02 degrees 30 minutes 58 seconds, for an arc distance of 48.95 feet (the chord of said arc being South 08 degrees 46 minutes 17 seconds West 48.95 feet) to a concrete monument (LB #732), thence leaving said right of way boundary run North 79 degrees 58 minutes 15 seconds West 386.01 feet to a concrete monument (LB #732), thence North 02 degrees 48 minutes 30 seconds East 450.00 feet to a concrete monument (LB #732), thence North 07 degrees 28 minutes 31 seconds East 700.00 feet to a concrete monument (LB #732), thence North 13 degrees 31 minutes 34 seconds West 466.06 feet to a concrete monument (LB #732), thence North 50 degrees 34 minutes 53 seconds East 266.18 feet to a concrete monument (LB #732), thence North 70 degrees 39 minutes 53 seconds East 600.00 feet to a concrete monument (LB #732), thence North 08 degrees 19 minutes 33 seconds West 394.23 feet to a concrete monument (LB #732) said point also lying on a point of curve concave to the Southeasterly, thence Northeasterly along said curve with a radius of 550.45 feet, through a central angle of 05 degrees 20 minutes 33 seconds, for an arc distance of 51.33 feet (the chord of said arc being North 85 degrees 49 minutes 36 seconds East 51.31 feet) to a concrete monument (LB #732) lying on the Southerly right of way boundary of Woodburn Road (60.00 right of way)

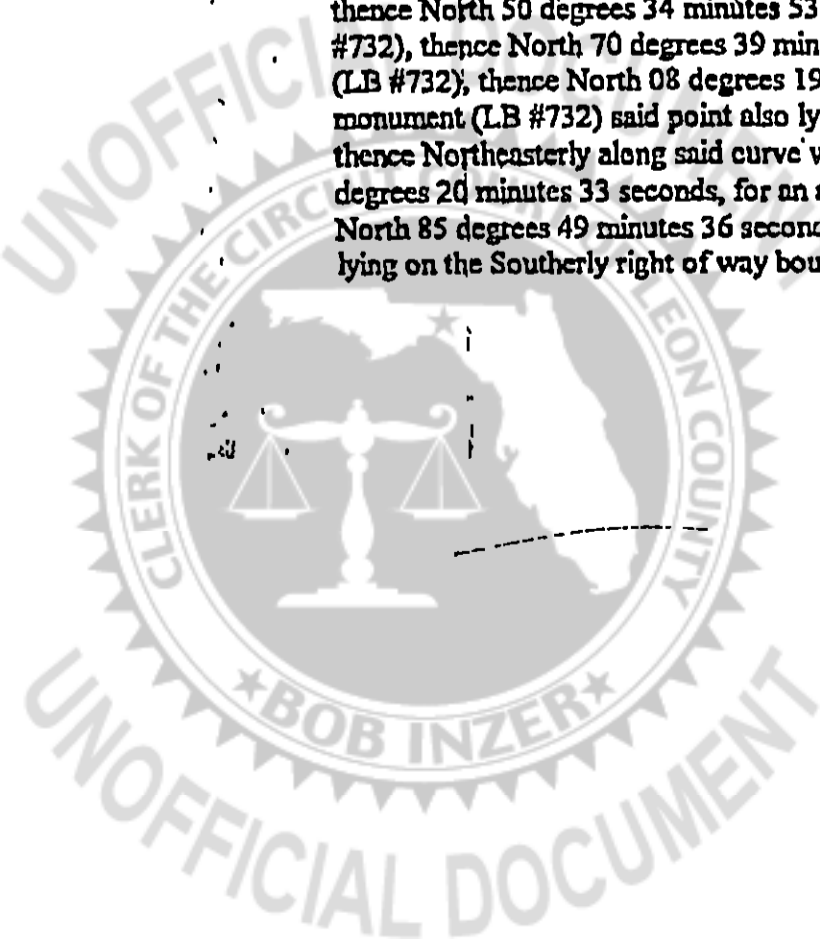


Exhibit A

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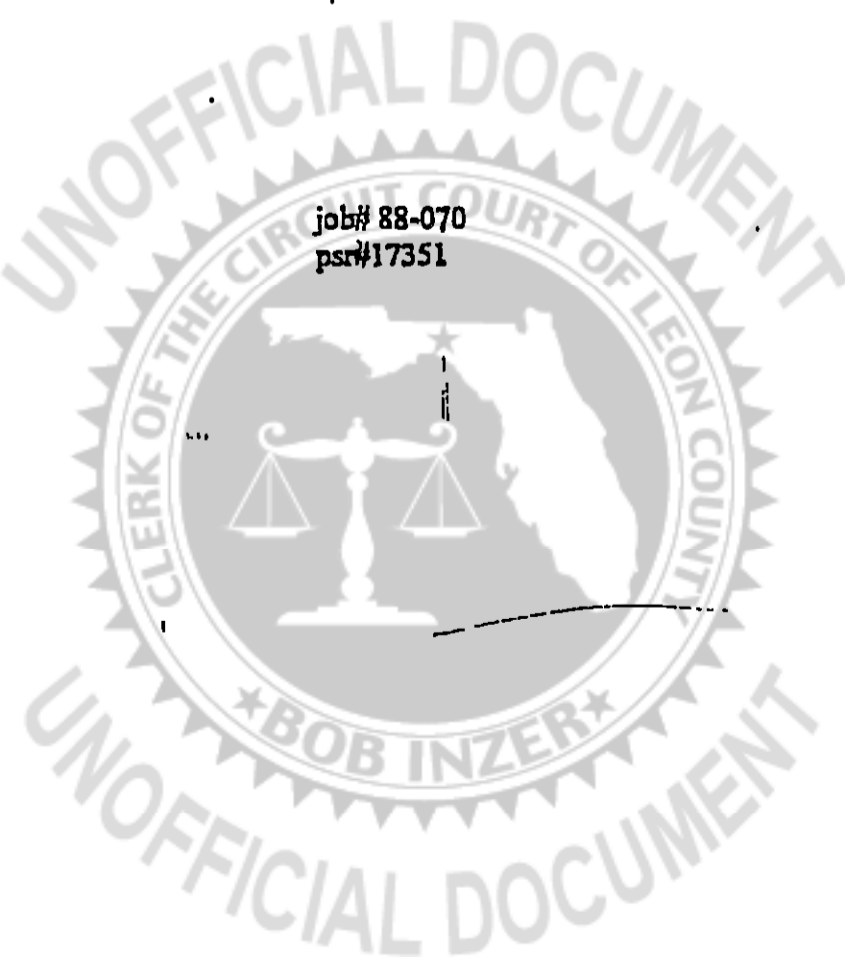


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thence leaving said right of way boundary run North 01 degree 30 minutes 08 seconds West 469.71 feet to a concrete monument (LB #732) lying on the Southerly boundary of Chemonie Crossing as record in Plat Book 10, Page 29 of the Public Records of Leon County, Florida, thence leaving said Chemonie Crossing Unit 2, Phase 2, run thence along the Southerly boundary of said Chemonie Crossing as follows: South 89 degrees 54 minutes 21 seconds West 77.85 feet to a concrete monument (LB #732), thence South 78 degrees 00 minutes 28 seconds West 200.00 feet to a concrete monument (LB #732), thence South 67 degrees 03 minutes 07 seconds West 216.63 feet to a concrete monument (LB #732), thence South 67 degrees 27 minutes 16 seconds West 241.66 feet to a concrete monument (LB #732), thence South 72 degrees 11 minutes 07 seconds West 261.15 feet to a concrete monument (LB #732), thence South 75 degrees 30 minutes 17 seconds West 110.70 feet to a concrete monument (LB #732), thence North 56 degrees 53 minutes 48 seconds West 203.92 feet to a concrete monument (LB #732), thence South 72 degrees 15 minutes 55 seconds West 367.04 feet to a concrete monument (LB #732), thence South 58 degrees 42 minutes 09 seconds West 706.08 feet to a concrete monument (LB #732), thence leaving said Southerly boundary run South 21 degrees 29 minutes 03 seconds East 817.83 feet to a concrete monument (LB #732), thence South 80 degrees 13 minutes 13 seconds West 70.00 feet to a found axle, thence South 00 degrees 05 minutes 01 seconds West along the West boundary of said Section 15, 2678.22 feet to the POINT OF BEGINNING, Containing 279.56 Acres more or less.

The foregoing described property being subject to three 60.00 foot temporary cul de sac easements and a 20 foot and 30 foot access easement to a dam as recorded in Plat Book 11, Page 67 of the Public Records of Leon County, Florida.



job# 88-070
psr#17351

