

Prepared by:
Mark T. Haney
215 S. Monroe St., Second Floor
Tallahassee, Florida 32301

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
PILCKEM RIDGE**

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THIS DECLARATION made and executed to be effective this 29 thday of August, 2003, by **CMC-TAL, L.L.C.**, a Florida limited liability company, c/o Tallahassee Land Company, Inc., 217 John Knox Road, Tallahassee, Florida 32315, hereinafter called "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of that certain real property as is more particularly described in Exhibit A attached hereto and made a part hereof, which will be platted as "Pilckem Ridge", a subdivision of Leon County, Florida; and

WHEREAS, Declarant desires to provide for certain conditions, covenants and restrictions to be applicable to Pilckem Ridge more particularly set forth in this Declaration.

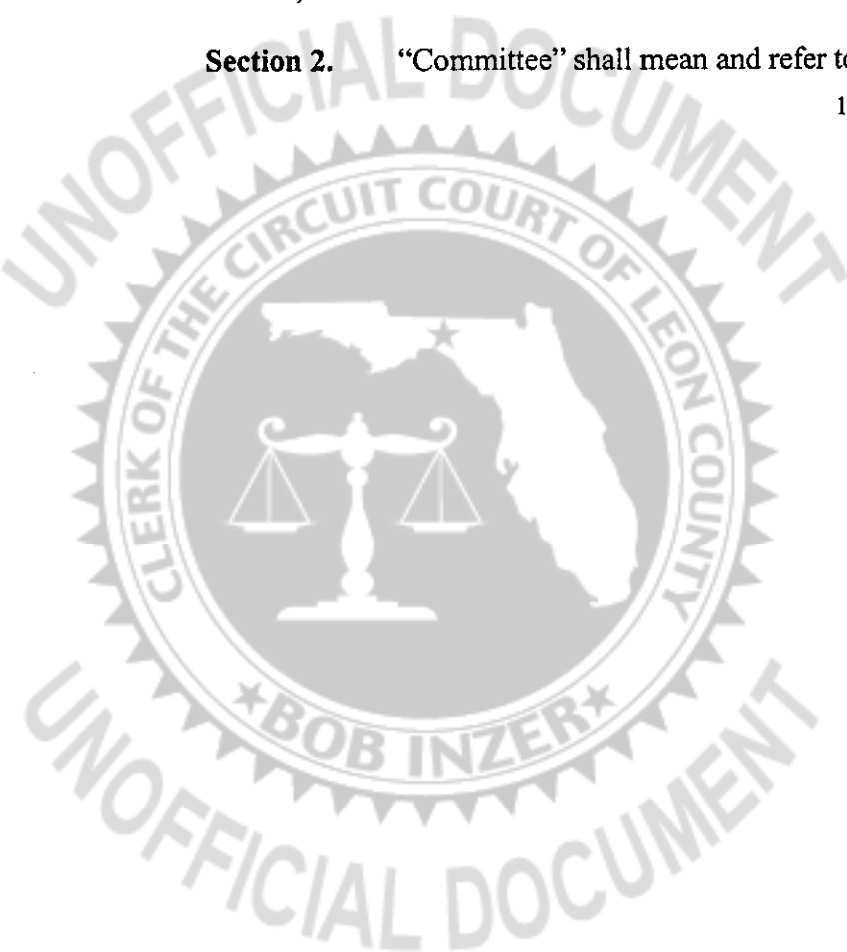
NOW THEREFORE, Declarant, in order to provide for the preservation of the values, amenities, attractiveness and desirability of Pilckem Ridge, and in order to provide for the enforcement of these covenants and restrictions, hereby declares that all Lots in Pilckem Ridge shall be held, used, transferred, sold and conveyed subject to the conditions, covenants and restrictions set forth herein, which shall be covenants running with the land, and shall be binding upon all parties having any right, title and interest in the property to which these covenants and restrictions are applicable, their heirs, successors and assigns, and shall inure to the benefit of the Declarant and each owner of any of the property to which they are applicable.

ARTICLE I

DEFINITIONS

Section 1. "Pilckem Ridge" shall mean and refer to "Pilckem Ridge", a subdivision, as per map or plat thereof recorded in Plat Book 14, Pages 76-78 of the Public Records of Leon County, Florida; and

Section 2. "Committee" shall mean and refer to the Architectural Control Committee



established pursuant to this Declaration.

Section 3. "Declarant" shall mean and refer to CMC-TAL, Inc., its successors and assigns, if such successors or assigns shall acquire more than one unimproved Lot from the Declarant for the purpose of the development and such successor or assign has received a written assignment of all or part of Declarant's rights hereunder.

Section 4. "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions as the same may be supplemented or amended from time to time.

Section 5. "Improvement" shall mean and refer to all buildings, outbuildings, sheds, sidewalks, driveways, parking areas, fences, swimming pools, tennis courts, lights and utility poles and lines and any other structure, facility or equipment housing of any type or kind. Improvements to be placed on any Lot require the prior written approval of the Committee as herein provided.

Section 6. "Living Area" shall mean and refer to those heated and/or air-conditioned areas which are completely finished as living area, and shall not include garages, carports, porches, patios, or storage areas.

Section 7. "Lot" shall mean any lot shown on any recorded Plat or Pilckem Ridge.

Section 8. "Plat of Pilckem Ridge" shall mean and refer to the plat of Pilckem Ridge, a subdivision, as per map or plat thereof recorded in Plat Book 14, Page of the Public Records of Leon County, Florida, as the same may be amended, modified and supplemented from time to time.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons entities, of a fee simple title to any Lot within the Subdivision, including contract sellers, but excluding those persons or entities having such interest solely as security for the payment or performance of an obligation, and shall not mean a mortgagee unless and until such mortgagee has acquired title through foreclosure or any proceeding in lieu of foreclosure.

Section 10. "Subdivision" shall mean and refer to all property included in any Plat of Pilckem Ridge, as the same may be amended, modified and supplemented from time to time.



ARTICLE II

EASEMENTS

Declarant hereby reserves, excepts, imposes, grants, and creates non-exclusive, perpetual easements to and on behalf of Declarant, Owners, their grantees, heirs, and successors in interest for vehicular and pedestrian ingress and egress, installation of utilities, canopy road and severe and significant grade conservation areas, drainage, storm water management and landscape purposes over, across and under the property depicted as roadways, drainage easements, storm water management facilities and utility easements on the Plat of Pilckem Ridge. It is the intention of Declarant to dedicate to the City of Tallahassee all roadways, storm water management facilities, drainage and utility easements depicted on the Plat of Pilckem Ridge.

ARTICLE III

CENTERVILLE CANOPY ROAD PROTECTION ZONE CONSERVATION EASEMENT-SIGNIFICANT AND SEVERE GRADE CONSERVATION AREAS

Section 1. Centerville Road Canopy Road Protection Zone Conservation

Easement. No improvements of any kind or nature whatsoever shall be constructed or located in the Centerville Road Conservation Easement, also called the Canopy Road Protection Zone, as depicted on the Plat of Pilckem Ridge and being that area 100 feet in width running parallel to the existing centerline of Centerville Road, except the roadway entrance, along with associated structures and signs at the location depicted on the Plat of Pilckem Ridge, sidewalks approved by the City of Tallahassee and appropriate storm water, conveyance and discharge systems associated with Basin 3 as depicted on the Plat of Pilckem Ridge, and except that the Owner of a Lot may fence said Lot with unobtrusive farm or other fencing in a location and of materials to be expressly approved by the City of Tallahassee Growth Management Department, after consultation with the City Urban Forester and/or the Canopy Road Citizens Committee as herein provided, with the intent being that such shall blend in with the natural buffer. The vegetation now existing within the Canopy Road Protection Zone shall be maintained in its natural condition, except with respect to the roadway entrance area, and except as otherwise approved by the City of Tallahassee. Nothing herein contained shall prevent the addition of vegetation to the Centerville Road Conservation Easement. Prior to any clearing, the boundaries of all Conservation Easements shall be clearly delineated with protective barriers.

Section 2. Significant and Severe Grade Conservation Areas. The topography of any portion of any Significant and Severe Grade Conservation Areas (as depicted on the Plat of Pilckem Ridge) shall not be disturbed and no improvements may be constructed therein without approval of the City of Tallahassee. Where Significant and Severe Grade Conservation Areas are located within the boundaries of any Lot, the Owner of such Lot may fence said Lot and alter the vegetation within said lot provided such activities conform to the requirements of the Significant and Sever Grade Conservation Easement granted to the City of Tallahassee. Prior to any clearing, the boundaries of all Conservation Easements shall be clearly delineated with protective barriers.



ARTICLE IV

SUBDIVISION OF LOT

No Lot shall be re-subdivided. This provision shall not, however, be construed to prohibit any Owner from conveying any part of his Lot to the Owner of an adjacent Lot, provided that Declarant has given prior written approval for such conveyance. Such approval shall be at the sole and absolute discretion of Declarant. Declarant reserves the right to re-subdivide or change the boundaries and dimensions of any Lot owned by Declarant.

ARTICLE V

NUISANCES

No noxious, offensive or illegal activity shall be carried on or conducted upon any Lot or anywhere in the Subdivision, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the Owners in the Subdivision.

ARTICLE VI

TEMPORARY STRUCTURES

No structure of a temporary character, including but not limited to, recreational vehicles, motor vehicles, trailers, basements, tents, shacks, garages, barns, or storage buildings shall be used on any Lot at any time as a residence, either temporary or permanent.

ARTICLE VII

SIGNS

No sign shall be displayed to the public view on any Lot, except one professionally lettered sign, not to exceed a maximum of two feet by three feet in size, to advertise the property for sale or lease, and except signs used by Declarant to advertise Lots for sale. Any sign shall be mounted on a free standing post or sign holder. Notwithstanding the foregoing, Declarant shall have the right to use such signs as Declarant deems appropriate to promote the sale of improved or unimproved Lots.



ARTICLE VIII

ANIMALS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, provided, however, domestic dogs or cats may be kept, provided, however, they are not kept, bred or maintained for any commercial purpose, and provided further that no more than two such pets shall be kept on any Lot without the approval of the Committee, and provided further that the Owner shall maintain all such pets, and pens and structures intended for their use, in a clean and sanitary condition, and in such a manner as to not create a nuisance or annoyance to other Owners. In furtherance and not in limitation to the foregoing, the Owners of pets shall be responsible for removing from Lots and any public areas any excretion from their pets. No pen, doghouse, or other structure intended for an animal shall be constructed, placed, or allowed to remain on any Lot unless prior written approval from the Committee shall first have been obtained. All pets at all times shall be confined within the Owner's dwelling, fenced yard or approved structure, and be secured on a leash when not so confined.

ARTICLE IX

CROPS AND PLANTS

There shall be no planting or maintenance of crops, vegetables or ornamental plants, except for approved landscaping and except for domestic, noncommercial purposes. No garden area for vegetables shall be visible from any street.

ARTICLE X

ACCESS TO OTHER PROPERTY

No owner, other than Declarant, shall permit or otherwise authorize any portion of any Lot to be utilized as a pedestrian or vehicular easement, roadway, driveway, street or other means or method of access, ingress or egress to areas or properties not included within the Subdivision. Under no circumstances shall any Owner clear, grade, pave, cut or otherwise make any passage from any Lot to Centerville Road for either pedestrian or vehicular access. The purpose of this provision is to preserve and protect the integrity of the exterior boundaries of the Subdivision, and to preclude and prohibit any break in those boundaries by any easement, roadway, driveway, street, path, or sidewalk granted or permitted or otherwise created by any Owner other than Declarant. Declarant reserves the right to grant such easements or create such roadways upon property or Lots owned by Declarant as Declarant, in its sole and absolute discretion, determines necessary, appropriate or desirable.



ARTICLE XI

VEHICLES PROHIBITED

No two, three, or four wheel motorized recreational vehicles, e.g., go carts, all terrain vehicles, etc., shall be operated in any portion of the Subdivision, provided, however, Declarant may approve certain motorized vehicles designed so as not to disturb the neighborhood, such as electric golf carts, for transportation.

ARTICLE XII

GARBAGE AND REFUSE DISPOSAL

No Lot shall be used, maintained or allowed to become a dumping ground for trash, scraps, litter, leaves, limbs or rubbish of any kind or character. Trash, garbage or other waste shall not be allowed to accumulate on any Lot or other parts of the Subdivision, and shall not be kept, except in sanitary containers (when containers are not placed for pick-up they must be kept in a location or structure so as not to be visible from the street) shall be located or installed in the manner approved by the Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and shall not be visible from the street, except for those times designated for collection by the appropriate waste management collection authority.

ARTICLE XIII

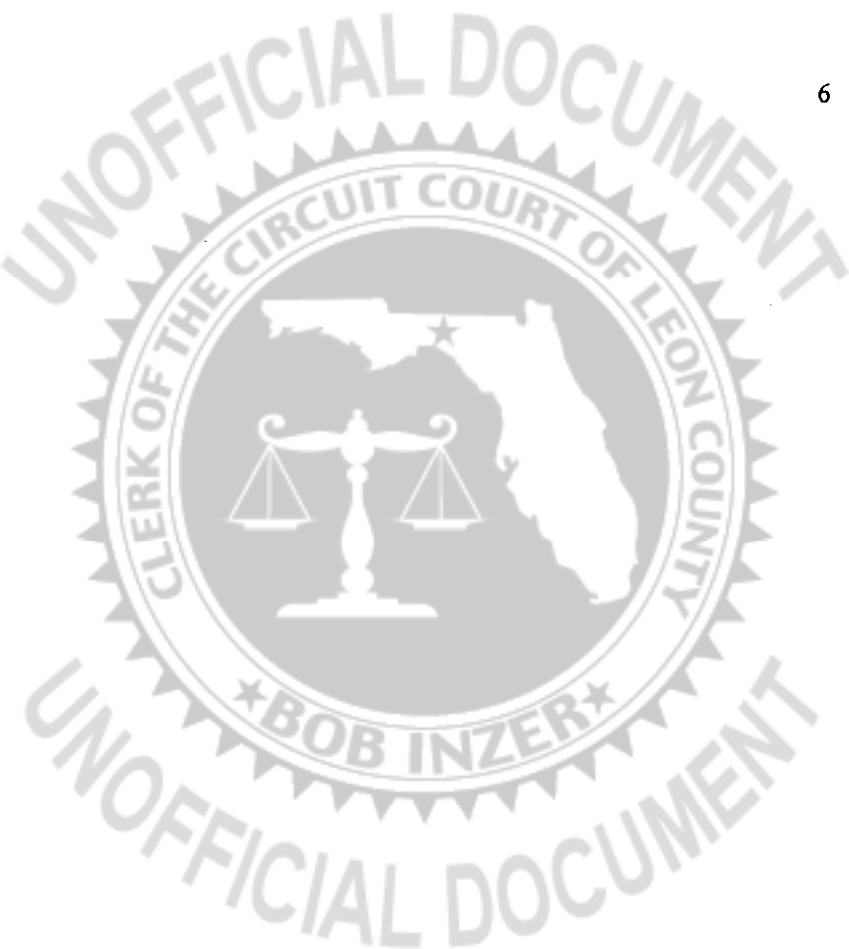
FACTORY BUILT STRUCTURES

No structure of any kind that is commonly known as "factory built", "modular" or "mobile home" construction shall be placed or permitted to remain on any Lot.

ARTICLE XIV

FIREARMS, FIREWORKS AND BURNING

No hunting, trapping, or shooting of any kind, included, but not limited to, guns, rifles, shotguns, hand guns, pellet or B.B. guns, slingshots, bows and arrows, shall be allowed anywhere within the Subdivision. No fireworks shall be allowed at any time anywhere in the Subdivision. No burning of any kind shall be allowed in the Subdivision, except with the prior written approval of the Declarant following specific permitting and approvals by all appropriate governmental authorities.



ARTICLE XV**WATER SUPPLY AND SEWAGE DISPOSAL**

No individual water supply system or sewage disposal system of any type shall be permitted on any Lot.

ARTICLE XVI**ARCHITECTURAL CONTROL**

No building, fence, wall, outbuilding or other structure or improvement shall be commenced, erected, placed or maintained in Pilckem Ridge, nor shall any exterior addition to or change or alteration therein be made, nor shall any material alteration, addition or deletion be made to the landscaping of a Lot, until the plans and specifications showing the nature, kind, shape, height, materials, location and all other reasonable detail 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 an architectural control committee appointed by Declarant of such numbers and of such persons as Declarant shall in its sole and absolute discretion deem necessary, desirable or appropriate, and all members of the Committee as shall be appointed from time to time shall serve at the pleasure of Declarant. The initial Committee chair and member shall be Bill Crona or his designee. Upon the sale of all Lots by Declarant, at the option of the Declarant, the majority of all Lot Owners shall appoint the members of the Committee, with the Owner having one vote per Lot. Declarant may designate an architect as a consultant to the Committee to review plans and specifications, and to consult with the Committee on such plans and specifications. In the event the Committee fails to approve and disapprove plans and specifications within thirty (30) days after the complete plans and specifications have been submitted to it in accordance with this Declaration, approval will not be required and the Owner submitting the same shall be deemed to have fully complied with this Article. In the event any improvement is destroyed in whole or part, the improvement shall be reconstructed in accordance with the original plans and specifications approved by the Committee and any subsequently approved modifications thereto, or if the Owner desires to change the plans and specifications, all terms and conditions of this Declaration shall be complied with just as if no improvement had been previously constructed. All notices or submission requests to be given to the Committee shall be in writing, delivered by mail to the chair of the Committee. Three copies of all such plans and specifications to be approved shall be submitted to the Committee. The plans and specifications shall be prepared in a professional matter by an architect, engineer, or draftsman and include the following:

- (1) Building plans showing floor plans, front, side and rear elevations, and the pitch of the roof.
- (2) Exterior finish schedule showing material, style and color for all surfaces, together with representative samples of the materials and colors.



- (3) Site plan showing location of buildings, drives, parking areas, sidewalks, and all other improvements and the location and identification of all trees and vegetation to be removed.
- (4) Landscape plan, which may be submitted after construction commences, but must be approved by the Committee and implemented before occupancy.
- (5) The name, address and telephone number of the contractor who will perform and be responsible for all work, and the name, address and telephone number of the individual who will have the primary supervisory responsibilities for such work. No exterior construction activity shall be permitted on Sundays.

The purpose of this Article in providing the Committee with the authority to approve or disapprove plans and specifications for all improvements on the Lots is to maintain the value of all Lots and to protect all Owners against a diminution of value resulting from the construction of a residence or other structure incompatible with the proper development of Pilckem Ridge. The disapproval of such plans and specifications shall be in the sole discretion of the Committee and shall be based upon the following factors:

- (1) Harmony of exterior design with the existing or proposed improvements to the Lots and overall development of Pilckem Ridge.
- (2) Character and quality of exterior improvements.
- (3) General character in comparison with the existing improvements to the Lots in Pilckem Ridge.
- (4) Location in relation to surrounding improvements.
- (5) Location in relation to topography.
- (6) Changes in topography.
- (7) Aesthetic considerations.
- (8) Protection of the Canopy Road Protection Zone Conservation Easement and the Significant and Severe Grade Conservation Areas.
- (9) If the lot contains significant grades which are not covered by the Canopy Road Protection Zone Conservation Easement or the Significant and Severe Grade Conservation Areas, the use of best management practices (off grade construction, design the building to take advantage of slope etc.) is required.

The Committee may establish and specify for any Lot, prior to construction, standards and



requirements relating to excavation, dirt and fill storage, digging, backfilling, etc., for utility trenches and house construction, and the color and composition of roofing materials, the color and composition of bricks or siding, and the style of architecture. Such standards and requirements may include, but not necessarily be limited to, the following: off-site storage of fill dirt or construction debris; stockpiling of fill from utility trenches; backfilling utility trenches; and the general appearance of the houses. Such standards may vary from Lot to Lot and may be imposed by the Committee in its sole discretion so as to minimize disruption of trees, tree roots, existing ground cover, or other natural features. Indiscriminate grading or trenching will be strictly forbidden to minimize harm to natural features which protect and enhance the beauty and privacy of Pilckem Ridge and to encourage the aesthetic standards of Pilckem Ridge.

If any improvement is constructed or altered without the prior written approval of the Committee as provided in this Declaration, the Owner of such improvement shall, upon the demand of Declarant or any Owner, cause such improvement to be removed, remodeled or restored in order to fully comply with the requirements of this Article. The Owner of such improvement shall be liable for the payment of all costs associated with such removal or restoration, including all costs and attorney's fees incurred by Declarant or any other Owner in enforcing the terms hereof. Declarant, but not other Owners, may further record in the Public Records of Leon County, Florida, a notice of violation, provided, however, that failure to record such notice shall not prejudice Declarant's or any other Owner's rights under this Declaration. No Committee member, nor any designated representative of the Committee or Declarant shall be liable for damages to anyone submitting plans for approval or disapproval, by reason of mistakes in judgment or interpretation, negligence or nonfeasance arising out of or in connection with the performance of their duties or in connection with a decision of the Committee or failure of the Committee to act. Every person who submits plans to the Committee for approval agrees by the submission of such plans, and every owner of any affected Lot agrees by acquiring title thereto, that said Owner will not file or otherwise institute any action or suit against the Committee, or any of its members, or the Declarant and its designated representatives, to recover damages of any kind whatsoever.

Declarant may adopt a schedule of reasonable fees to process a request for approval under this Article. Any such fee shall be payable at the time of the submission of the plans and specifications, and the submissions shall be deemed to be incomplete until such fees are paid.

ARTICLE XVII

LAND USE AND BUILDING TYPE

No building or other improvement of any type shall be erected, altered, installed, placed or permitted to remain on any Lot in Pilckem Ridge other than a detached single family residence together with customary outbuildings and swimming pool facilities as approved by the Committee. No above ground swimming pool shall be approved or allowed. No outbuilding or other accessory structure shall be permitted unless the structure is located to the rear of the rear corners of the residence or to one side of the residence, as specifically approved in the discretion of the Committee,



and does not exceed two (2) stories in height and is aesthetically integrated with the residence in terms of design, placement, size and utility. Notwithstanding anything contained herein to the contrary, all building, cabins, barns, fences and other improvements, if any, now located in the Subdivision may be removed by Declarant.

ARTICLE XVIII

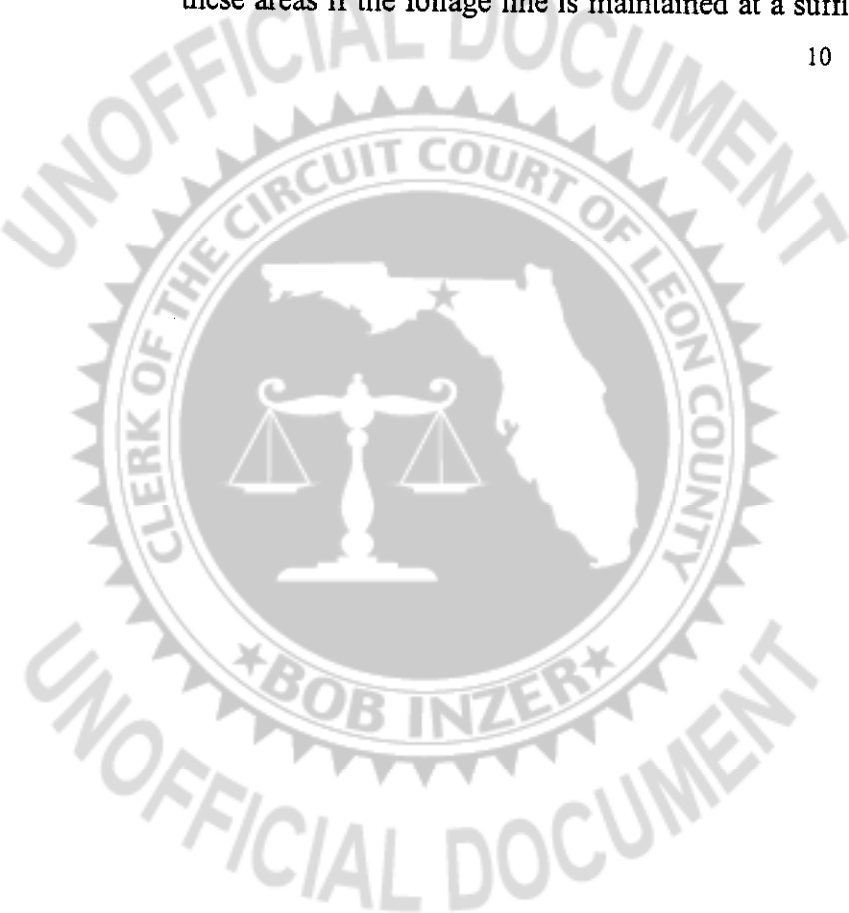
DWELLING SIZE

No dwelling shall be permitted on any Lot in Pilckem Ridge unless the ground floor living area of the main structure contains not less than 2,400 square feet for a one-story dwelling, exclusive of open porches, patios, terraces, storage areas and garages and at least 1,500 square feet for a dwelling of more than one story, exclusive of patios, terraces and other areas not under roof, but inclusive of open porches, storage areas and garages under roof, provided that the living area of the entire dwelling contains at least 2,400 square feet, exclusive of all open porches, patios, terraces, storage open porches, storage areas and garages under roof. No dwelling shall exceed two and one-half stories in height, excluding basements and garages below grade level.

ARTICLE XIX

BUILDING, DRIVEWAY AND FENCE LOCATION SIGHT RESTRICTIONS AND ROOF PITCH

Building locations shall be approved by the Committee, provided, however, no building shall be located on any Lot in Pilckem Ridge nearer than 50 feet to the front Lot line, nearer than 50 to the rear Lot line, nearer than 25 feet to a side-interior Lot line, or nearer than 35 feet to any side street line. For the purposes of this Article, eaves and steps shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another Lot. No driveway shall be located nearer than 5 feet to an interior Lot line. No fence or wall shall exceed six (6) feet in height, nor be located nearer than two (2) inches to a Lot line. The location and design of any fence must be approved by the Committee as provided in this Declaration. The primary and front entrance of each detached single family residence shall face the front Lot line. In the event the Lot has frontage on more than one street, the Committee shall determine and declare which Lot boundary is the front Lot line. Landscaping or other improvement which obstructs horizontal sight lines at elevations between two and six feet above the street grade shall not be placed or permitted to remain on any Lot within the triangular area formed by street lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines. In the case of a rounded corner, the twenty-five (25) feet shall be measured from a point formed by the extension of the street line to form an angle instead of a curve. The same sight line limitations shall apply to that area of every Lot within the ten (10) feet radius emanating from the intersection of any boundary line of a Lot with the edge of the driveway pavement. Trees may be planted and maintained within any of these areas if the foliage line is maintained at a sufficient height to prevent obstruction of such sight



lines. The roof of any building shall have a minimum roof pitch of 6/12. The Committee may, at its sole discretion, grant variances to the restrictions provided for in this Article except those related to the protection of conservation areas and those related to the Centerville Road Canopy Protection Zone.

ARTICLE XX

GARAGES

Each dwelling shall have a functional garage attached thereto or included within an accessory building with a capacity of no less than two (2), nor more than four (4) vehicles. No carport shall be allowed on any Lot. The owner of each Lot shall make all reasonable effort to cause the garage door to be kept closed at all times except when entering or exiting the garage. The garage shall have side or rear entrance which shall face a property line that is not a road right of way.

ARTICLE XXI

**RADIO AND TELEVISION ANTENNA,
FLAGPOLES, SPORTS EQUIPMENT AND TANKS**

No exterior radio, television, or satellite dish antenna, antenna poles, masts or towers or other exterior reception devices or systems may be installed on any Lot in Pilckem Ridge, except that with the prior written approval of the Committee, which approval shall be in the Committee's sole and absolute discretion, a satellite, dish or disc systems of small size may be permitted on the Lot if totally screened from the view of any street and if located entirely within the building set back lines for the Lot. Sports and play equipment and facilities, such as basketball goals, tennis courts and playground equipment shall be located only in a location approved by the Committee in a manner in which it is least visible from any street and in a manner in which it will not constitute an annoyance or nuisance to any Owner of a Lot. The type, location and placement of any outdoor lighting shall be subject to the approval of the Committee, which approval shall be conditioned upon the Owner providing visual screening of any such lighting by existing trees and vegetation and/or additional landscaping. No tank for the storage of fuel, water or other substance shall be placed or permitted to remain on any Lot.

ARTICLE XXII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, and reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In the event of an enforcement action, the prevailing party in any such action shall be entitled to all of its costs and



attorney's fees, including those associated with any appeal resulting therefrom.

Failure by the Association or by any Owner to enforce any covenants 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 wise affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land until the 1st day of January 2075, after which time they shall be automatically extended for successive periods of ten (10) years, unless by a vote of three-fourths (3/4ths) of the ten Owners of all of said Lots it is agreed to remove said covenants in whole or in part. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot owners. Any amendment must be recorded.

Section 4. - Variances. The Declarant, in his sole discretion, may grant a variance to any of the covenants and restrictions except those related to the protection of conservation areas and those related to the Centerville Road Canopy Protection Zone.

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

Signed, sealed and delivered
In the presence of:

CMC-TAL, L.L.C., a Florida limited liability company

WITNESSES:

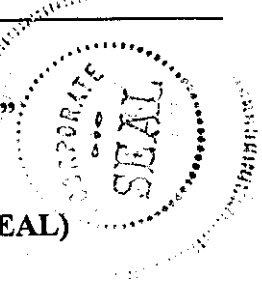
[Signature]
Print name: A. L. Buford, Jr.

BY: Wm D Crona
WILLIAM D CRONA
Print name:

[Signature]
Print name: Ben H. Wilkinson, Jr.

ITS: Member

"Declarant"



(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 28th day of August, 2003, by William D Crona, as member of CMC-TAL, L.L.C., a Florida limited liability company, who is personally known to me or has produced _____ as identification.

Angela D Sanford
Print name: Angela D. Sanford
NOTARY PUBLIC -
STATE OF FLORIDA
My commission expires: 2/23/07

My commission number #DD184232

