

DECLARATION OF COVENANTS AND RESTRICTIONS

DR11827: 457

KNOW ALL MEN BY THESE PRESENTS THAT DUVAL FIRST CORPORATION, a corporation organized and existing under the laws of the State of Florida, being the Owner of COPPER CREEK, UNIT I, a subdivision located in Leon County, Florida, and more particularly described as follows:

Commence at a terra-cotta monument marking the Northwest corner of Section 2, Township 1 South, Range 1 East, Leon County, Florida and run North 89 degrees 37 minutes 14 seconds East 440.00 feet, then run South 00 degrees 09 minutes 55 seconds West 800.38 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 00 degrees 09 minutes 55 seconds West 1080.00 feet, then run North 89 degrees 58 minutes 02 seconds West 189.55 feet, then run South 85 degrees 56 minutes 48 seconds West 166.45 feet, then run South 00 degrees 15 minutes 42 seconds West 248.80 feet to the Northerly boundary line of the 150 foot right-of-way for APALACHEE PARKWAY (U.S. Highway No. 27), then run South 85 degrees 40 minutes 30 seconds West, along said right-of-way boundary line 69.22 feet, then leaving said right-of-way boundary line run North 00 degrees 15 minutes 42 seconds East 202.77 feet to a point of curve for a curve concave Easterly, then continue along said curve having a radius of 1998.89 feet and a central angle of 07 degrees 07 minutes 01 seconds for an arc distance of 248.29 feet to a point of tangency (chord of said arc bears North 03 degrees 49 minutes 13 seconds East 248.13 feet), then run North 07 degrees 22 minutes 43 seconds East 58.38 feet to a point of curve for a curve concave Westerly, then continue along said curve having a radius of 825.39 feet, and a central angle of 06 degrees 54 minutes 52 seconds for an arc distance of 99.61 feet to a point of tangency (chord of said arc bears North 03 degrees 55 minutes 18 seconds East 99.55 feet), then run North 89 degrees 50 minutes 05 seconds West 93.00 feet, then run North 00 degrees 27 minutes 50 seconds East 739.27 feet, then run South 89 degrees 50 minutes 05 seconds East 484.11 feet to the POINT OF BEGINNING, containing 11.90 acres more or less.

(See attached Exhibit "A")

makes for following Declaration of Covenants and Restrictions covering the above described real property, specifying that this declaration shall constitute a covenant running with the land and that this declaration shall be binding upon the undersigned and upon all persons securing title through the undersigned. These restrictions, during their lifetime, shall be for the benefit of and limitation upon all present and future owner(s) of the real property.

Prepared By:
Duval First Corporation

P. O. Box 14002, Tallahassee, FL 32317

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1) LAND USE AND BUILDING TYPE

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No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached one or two family dwelling not to exceed two and one-half stories in height. The Architectural Control Committee, under its authority, shall reserve the right to modify, alter or add additional property owned by Duval First Corporation and/or assigns. Said properties when incorporated by a recorded instrument shall become a part and control by these entire Covenants and Restrictions. Said additions may be multi-family dwellings.

2) ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the outer rear corner of the building unless similarly approved.

3) DWELLING COST, QUALITY AND SIZE

No dwelling shall be permitted on any lot at a cost of less than FORTY THOUSAND DOLLARS (\$40,000) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of quality workmanship and materials substantially the same of better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure (exclusive of one-story open porches and garages), shall be not less than 700 square feet for a one-story dwelling, nor less than 500 square feet for the ground floor for a dwelling of more than one story.

4) BUILDING LOCATION

a) No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat or attached Exhibit "A". In any event, no building shall be located on any lot nearer than 25 feet to the front line, or nearer than 15 feet to any side street line, except Lots 3 and 4, Block "B" and Lots 4 and 5, Block "C".

b) No exterior foundation building line shall be located nearer than one foot to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.

c) For the purpose of this covenant, eaves, steps, and open porches 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, on a lot to encroach upon another lot, unless approved by the Architectural Control Committee.

5) LOT AREA

No dwelling shall be erected or placed on any lot having an area of less than what is required by the zoning set by Tallahassee Area Planning Commission.

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6) EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, or later recorded if Recorded by Successor in Title. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements area of each lot and all improvements in it shall be maintained continuously by the Owner of the lot, except for those improvements for which a public authority or utility company is responsible.

The map or plat attached hereto as Exhibit "A" also reflects certain easements designated as "common area easements". These common area easements are and shall be restricted to a 10 foot (5 foot either side of a common rear lot line or 10 foot from a non-common rear lot line) for pedestrian traffic or use, and no building shall be erected on any such common area easement. The common area easement portion of each lot within the subdivision will be maintained (including regular mowing) by the Owner of each lot covered by each easement. The common area easements are not for use by the general public, but are restricted to use by, and are hereby dedicated to, Owners of the lots located within COPPER CREEK UNIT I, including the families, guests and invites or such lot owners. Reasonable regulations regarding usage of the common area easements may be adopted from time to time by the COPPER CREEK UNIT I Lotowners Association, Inc.

In the case of a building located one (1) foot from the property line, the Owner of the building is granted an easement for ingress and egress onto the adjoining lot which would allow the Owner a three (3) foot clearance for maintenance surrounding the building and in no case can the adjoining Owner fence or obstruct this clearance.

7) NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8) TEMPORARY STRUCTURES

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

9) SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot; one sign of not more than seven square feet advertising the property for sale or rent; or signs used by the builder to advertise the property during the construction and sales period, to be displayed in the window of the home unless approved by the Architectural Control Committee.

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10) OLD AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, or shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any lot.

11) LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other domesticated household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

12) GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

13) WATER SUPPLY

No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Health Department of the State of Florida. Approval of such systems as installed shall be obtained from such authority and also the Architectural Control Committee.

14) SIGN DISTANCE AT INTERSECTIONS

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 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 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersections of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of the driveway or alley pavement. No trees 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.

15) EASEMENT FOR LANDSCAPING AND RELATED PURPOSES

There shall be and hereby is reserved to the Developer for so long as it retains its right as Developer, a non-exclusive easement over all Lots for a distance of twenty-five (25) feet behind any Lot line contiguous to a street for the purpose of installing and maintaining a sprinkler system, street intersection signs, directional signs, temporary promotional signs, planting, street lights, entry features and/or "theme areas", lighting, stone, wood, or masonry wall features and/or related landscaping. Exercise of this easement will be with the consent of the Owner of an affected Lot or the Architectural Control Committee, if said Owner does not consent.

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16) ARCHITECTURAL CONTROL COMMITTEE

a) Will prepare and adopt, at least sixty (60) days prior to the next fiscal year, an annual budget which identifies the expenses of the Landscaping and Sprinkler System and any other assessments necessary to meet the obligations imposed by this Declaration, not to exceed \$20.00 per year per lot.

b) Will establish the means and methods of collecting such assessments from the Owners, establish the period of the installments, deposit the proceeds in the bank depositories approved by the Lotowners Association and use the proceeds to carry out the administration of the Properties.

c) Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Landscaping and Sprinkler Systems.

d) The lien of the assessments provided for herein shall be subordinate to the lien of the first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due from the lien thereof.

17) MEMBERSHIP

The Architectural Control Committee will be the Secretary, Vice President and President of Duval First Corporation. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. When 75% of the Lots in the subdivision have been sold by Duval First Corporation, the duties of the Architectural Control Committee shall be assigned to and assumed by the Board of Directors of the COPPER CREEK UNIT I Lotowners Association, Inc.

18) PROCEDURE

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

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19) TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the homeowners of the lots has been recorded, agreeing to change said covenants in whole or in part.

20) ENFORCEMENT

Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate these covenants either to restrain violation or to recover damages.

21) SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, we have set out hand and seals this 24th day of

October, 1985.

WITNESS

Janet E. English

Ronda W. Dring

(Corporate Seal)



DUVAL FIRST CORPORATION

Ralph J. Collins
Its President, Ralph J. Collins

Rose M. Armstrong
Its Secretary, Rose M. Armstrong

Courtesy of Stewart Title of Tallahassee, Inc. (850) 422-2960

STATE OF FLORIDA
COUNTY OF LEON

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I HEREBY CERTIFY that on this 21st day of October,
1985, before me personally appeared RALPH J. COLLINS and ROSE M. ARMSTRONG
respectively, President and Secretary of DUVAL FIRST CORPORATION, a
corporation under the laws of the State of Florida, to me known to be the
individuals and officers described in and who executed the foregoing
instrument, and severally acknowledged its execution to be their free act
and deed as such duly authorized officers, and that the official seal of
the corporation is duly affixed and the instrument is the act and deed
of the corporation.

WITNESS my signature and official seal at Tallahassee, in the County
of Leon, State of Florida the day and year last aforesaid.

Frank W. DeLoach
NOTARY PUBLIC

My Commission Expires:

