

This Instrument Prepared by:

Name: DRY CREEK HOMEOWNERS ASSOCIATION, INC.

Address: P.O. BOX 12412
TALLAHASSEE, FL 32317

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**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR DRY CREEK**

THIS AMENDED AND RESTATED DECLARATION is made this 12th day of MARCH, 2015, by DRY CREEK HOMEOWNERS ASSOCIATION, INC., A FLORIDA CORPORATION, hereinafter referred to as the Association,

WITNESSETH:

WHEREAS, this full amendment and restatement applies to the original restrictive covenants recorded at Official Records Book 3228, Page 2169, in the Public Records of Leon County, Florida, recorded on January 28, 2005.

ARTICLE I – DEFINITIONS

- (a) “Association” shall mean the Dry Creek Homeowners Association, Inc., a Florida corporation not for profit, its successors and assigns.
- (b) “Developer” is Dry Creek Run, Inc.
- (c) “Property” shall mean that certain real property described in the original restrictive covenants recorded at Official Records Book 3228, Page 2169, in the Public Records of Leon County, Florida, recorded on January 28, 2005, and any additions thereto brought within the jurisdiction of the Association.
- (d) “Lot” shall mean any lot shown on the plat.
- (e) “Owner” shall mean any record owner of a fee interest or undivided fee interest in a Lot, whether one or more persons or entities, including contract sellers, but excluding any person or entity having an interest in a Lot as security or surety for the performance of an obligation.



(f) "Member" shall mean a member of the Association as defined in Article III herein below.

(g) "Easement Areas" shall mean those easements for ingress and egress, roadways, pedestrian walkways, bikeways, utilities, drainage, and parks, as shown on any recorded or unrecorded map or plat of the Property, and which may include those Easement Areas shown on the plat and those described herein.

ARTICLE II – PROPERTY RIGHTS

(a) Every Owner shall have a right and easement of enjoyment in and to the Easement Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following conditions:

(1) The right of the Association to make and enforce reasonable rules and regulations relating to the Easement Areas;

(2) The right of the Developer or the Association or any other owner of record to dedicate all or any part of the Easement Areas to any public agency or authority. No such dedication by the Association shall occur unless, at a meeting of the Members of the Association, excluding the Developer, called for such purpose, two-thirds (2/3) of those votes cast at such meeting of the Members excluding the Developer are cast in favor of the proposed dedication; and

(3) No Owner shall have any greater rights in that easement and right of way described in the Plat than granted to an Owner in said Plat.

(b) Any Owner may delegate his right of enjoyment to the Easement Areas to members of his family, his tenants or contract purchasers who reside on the property, and to his invitees.

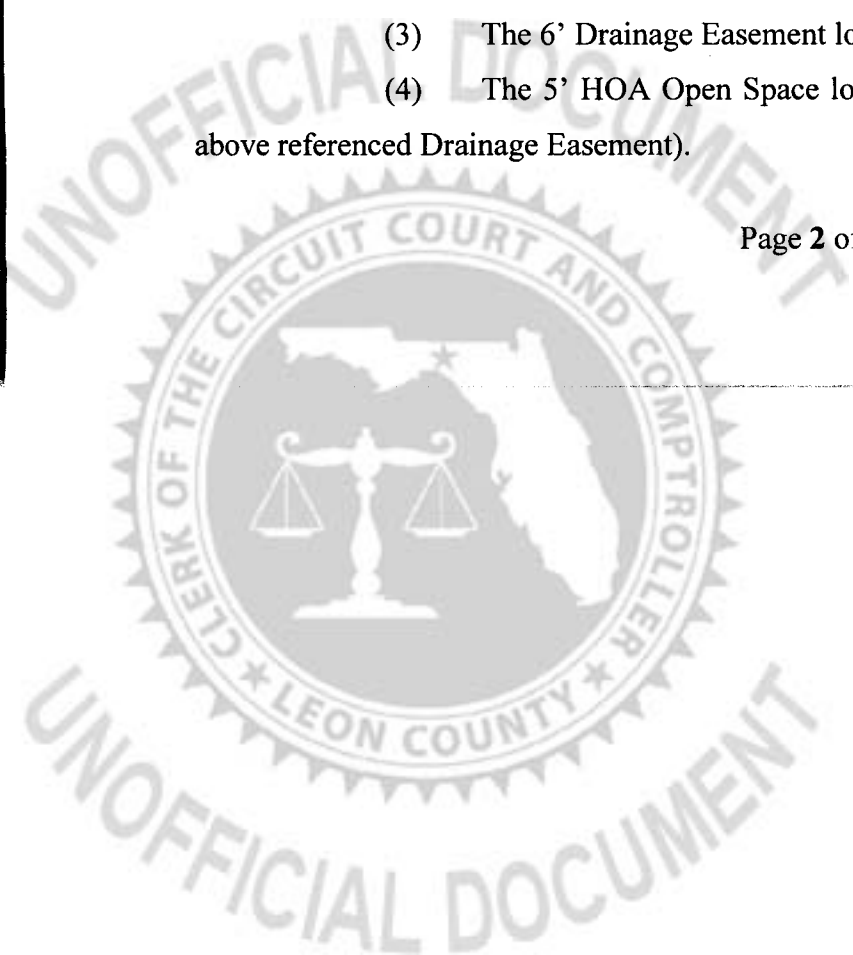
(c) The Association is responsible for the following Drainage Easements and Open Space:

(1) The 20' Drainage Easement located on and behind Lots 1-9 Block E (10' of the 20' Easement is located on the North Side of the above referenced lots and remaining 10' is located North of the above referenced lots).

(2) The 11' Drainage Easement located on the East Side of Lot 9 Block E.

(3) The 6' Drainage Easement located on the East Side of Lot 1-12 Block F.

(4) The 5' HOA Open Space located East of Lots 1-12 Block F (East of the above referenced Drainage Easement).



- (5) The 15' Drainage Easement located on the East Side of Lot 7, Block G.
- (6) The 20' Drainage Easement located South of Lots 1-7 Block G.

ARTICLE III – MEMBERSHIP

Every person or entity who is record owner of a fee interest or undivided fee interest in any Lot which is subject to the Declaration, including contract sellers, shall be a Member of the Association. Membership shall be appurtenant to and not severable from ownership of any Lot which is subject to the Declaration. Membership shall terminate immediately upon the transfer of all Member's fee interest(s) or undivided fee interest(s) in any Lot(s) subject to the Declaration. The Association shall not issue any certificates of membership.

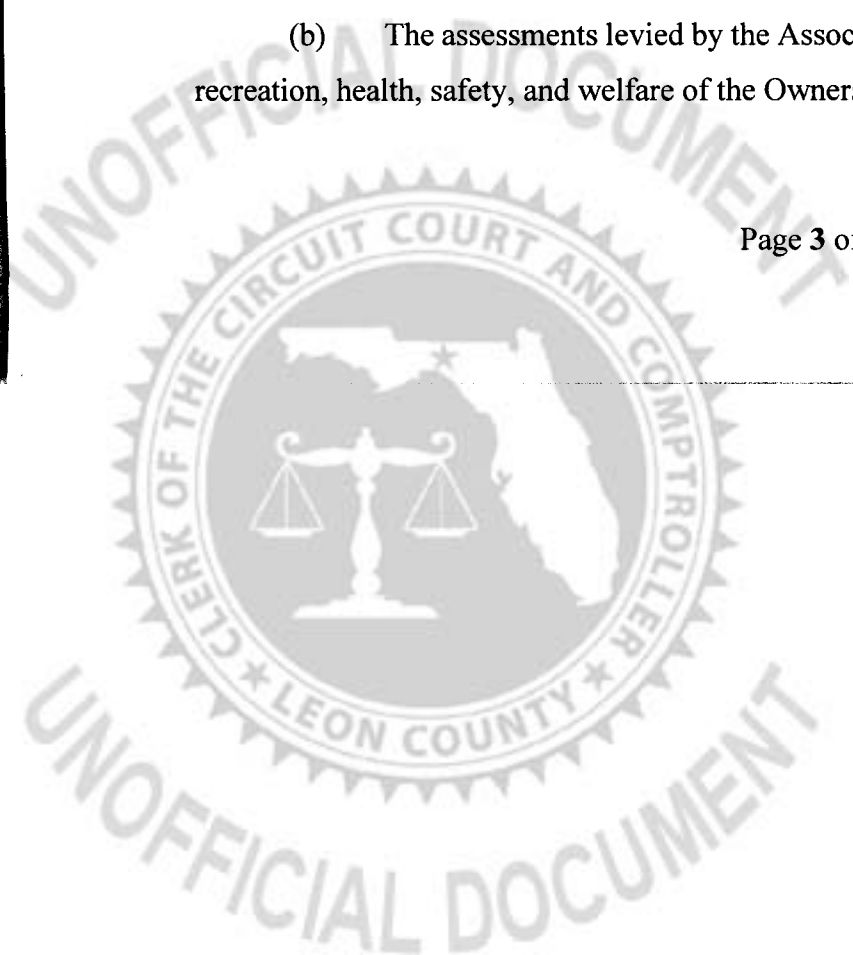
ARTICLE IV – VOTING RIGHTS

(a) Members shall be entitled to one vote for each Lot Owned. If two or more Members own a fee interest in any Lot, then their vote shall be exercised as they so determine, but in no event shall such Class A Members be allowed more than one vote for each Lot which is co-owned by them.

ARTICLE V – COVENANTS FOR ASSESSMENTS

(a) Each Owner of any Lot, including the Developer, by acceptance of deed therefore, whether or not shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges and 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 attorney's fees, shall be charge on an owner's lot and shall be a continuing lien upon the lot against which each such lot assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such lot at the time when the assessment fell due. An Owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. The liability of a first mortgagee, or its successor or assignee as subsequent holder of the first mortgage who acquires title to a Lot by foreclosure or deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title shall be as provided by Florida law.

(b) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and for the improvement and maintenance of



the Easement Areas and of the residences situated upon the Property to the extent authorized hereunder.

(c) The annual assessment for each single family dwelling shall be determined annually by the Board of Directors based on the annual budget and shall be collected in January of each year. The annual assessment can be paid in monthly installments if approved by the Association.

(d) 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 maintenance, construction, reconstruction, repair or replacement of an improvement upon the Easement Areas, including fixtures and personal property related thereto, provided that any such special assessment must have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose. Once approved voting in person or by proxy at a meeting duly called for this purpose. Once approved by the Members, a special assessment shall be collected in the manner determined by the Board of Directors. A special assessment must be fixed at a uniform rate for all Lots.

(e) Written notice of any meeting called for the purpose of taking any action authorized under Article V, paragraph (d) hereinabove shall be mailed or delivered to all Members not less than 30 days nor more than 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 the Members shall constitute a quorum.

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

(g) Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate allowable by law and the Owner will be charged an administrative late fee of \$25 for each installment that is past due the due date. The association may bring an action at law against the Owner personally for non-payment of the assessment, or it



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may foreclose the lien against the lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Easement Areas or Abandonment of his Lot.

(h) If an Owner is more than 90 days delinquent in paying a monetary obligation due to the Association, the Association may suspend the voting rights and the rights of the Owner, or his/her tenant, guest or invitee, to use the common areas and facilities.

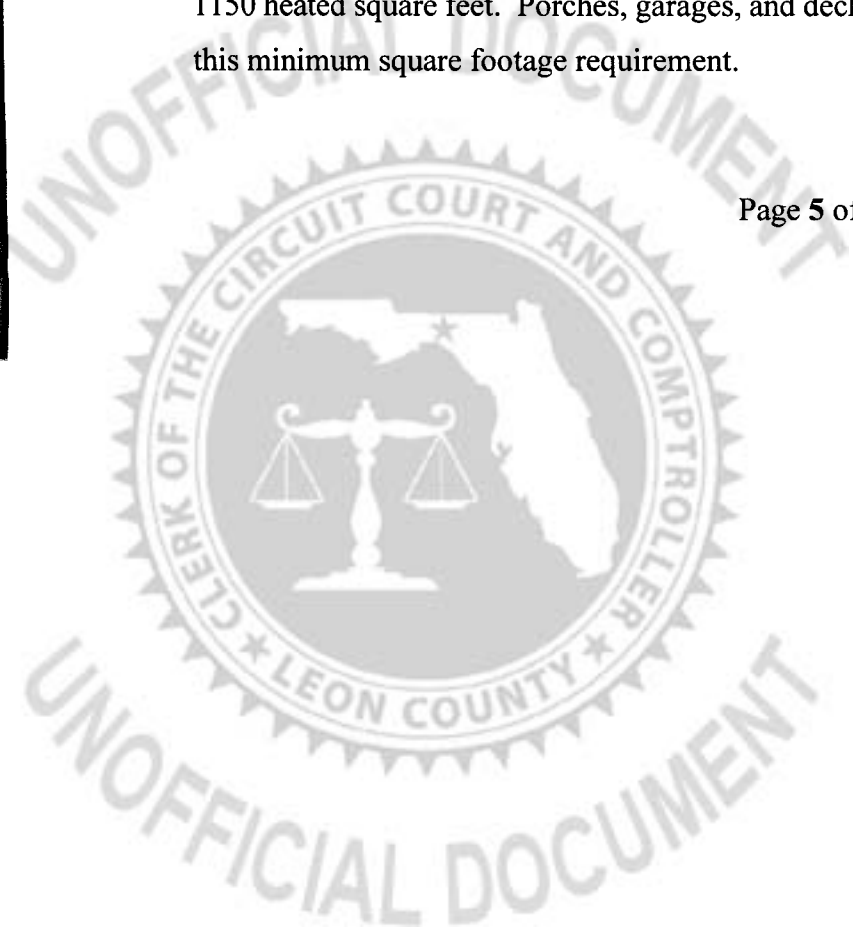
(h) In the event that the City of Tallahassee does not maintain the easement(s) shown on the plat of Dry Creek Run recorded in Plat Book 16, Page 6 of the public records of Leon County, Florida, which easement benefits the property, the Association shall maintain said easement. Nothing herein contained shall diminish the obligation of the city of Tallahassee to maintain said easement or its liability to the Association for failing to do so.

ARTICLE VI – ARCHITECTURAL CONTROL

(a) No Owner shall erect or maintain any building, fence, light post, mailbox, wall, or other structure, nor commence or make any exterior addition to or alteration of the shape, color or appearance of the exterior of existing improvements, nor make any material alteration, addition or deletion to the landscaping of any Lot, unless and until the plans and specifications showing the nature, kind, shape, height, materials, color, location and all other details shall have been submitted to and approved in writing by an Architectural Control committee, if one exists, or to the Board of Directors, if no Architectural Control committee exists, as to the quality of materials, harmony of external design and color, and the location in relation to surrounding structures and topography. The Architectural Control Committee or Board of Directors must also approve the site plan for each dwelling or improvement with respect to its proximity to dwellings or improvements on adjacent Lots and the effect it will have on the privacy of adjacent Lot Owners. Except with respect to the minimum requirements set forth in Article VI, paragraph (c) hereinbelow, if the Architectural Control Committee or Board of Directors fail to take action on the Owner’s plans and specifications within 30 days after receipt of same, its approval will not be required.

(b) (b) The minimum building and architectural control requirements applicable to the property are as follows:

(1) The minimum size of a residential dwelling constructed on a Lot shall be 1150 heated square feet. Porches, garages, and deck areas, even if heated, shall not be included in this minimum square footage requirement.



(2) No building or other structure of any type constructed on a Lot shall exceed two (2) stories in height.

(3) Each single family detached unit shall have an enclosed garage capable of accommodating one automobile.

(4) No fence of any kind shall be placed or constructed on any Lot nearer to the front lot line than the back corners of the residential dwelling.

(5) Each residential dwelling shall be connected to the utility systems of the City of Tallahassee, the cost of which is to be borne by the Owner.

(6) All residential dwellings shall have a front elevation which architectural detail is consistent with other dwellings located on the Property.

(7) All roof pitches shall be a minimum of 6/12. All shingles must be approved by the Architectural Control Committee, including color and type.

(8) Landscaping consistent with other dwellings located on the Property is required with respect to each new residential dwelling.

(9) All disturbed areas of land between the front of a residential dwelling and the curb shall be sodded in an uninterrupted pattern or mulched in a controlled manner. All other disturbed land areas on each Lot must at least be seeded and/or mulched in such a way that erosion and sediment runoff is controlled.

(10) All mailboxes shall be approved by the Association.

(11) All structures erected on a lot shall comply with all applicable building codes. In no event shall a residential dwelling be constructed nearer to the front lot line than 18 feet (with the exception of Block "A" which shall be 20 feet), or nearer to the rear lot line than 15 feet or nearer to a corner lot line than 5 feet. The minimum side lot line setback shall be 5 feet; provided that the combination of the two side lot line setbacks for each lot shall be at least 10 feet.

(12) Satellite dishes must be approved by the Architectural Control Committee or Board of Directors and must be attached to the rear or side of the house. Satellite dishes that are not approved or are inoperable shall be removed by the Owner.

(13) Each residential dwelling shall have a driveway of appropriate dimensions which shall be constructed of concrete.

(14) Any and all changes and/or modifications to the exterior of a home must be approved by the Architectural Control Committee or Board of Directors prior to construction.



ARTICLE VII – LAND USE RESTRICTIONS

(a) No house, Lot, or any part thereof may be subdivided. No house shall be occupied or used except for residential purposes, except that home offices incidental to residential purposes are permitted. All residential dwellings must be single-family detached dwellings.

(b) No noxious or offensive activities shall be carried on, in, upon or around any house or in or upon any Easement Areas, nor shall anything be done thereon which may be or may become any annoyance or a nuisance to other Owners. Nothing shall be done or maintained on any part of a Lot which emits foul odors or obnoxious odors outside the Lot or creates noise or other conditions which tend to disturb the peace, quiet, safety, comfort or serenity of the occupants and invitees of other Lots. Stereo equipment, live music and similar devices shall be operated so as to not be audible in other residences. Any loud music or loud parties after midnight shall be reported to the Tallahassee Police Department.

(c) No structure of a temporary character, trailer, shack, barn or other out building shall be erected or used on any Lot at any time, either temporarily or permanently unless approved by the Architectural Control Committee. Likewise, a contractor may maintain a temporary storage facility to store the contractor's materials during construction.

(d) No sign or billboard of any kind shall be displayed to the public view on any Lot or any portion of the Easement Areas except one (1) sign of customary and reasonable dimension advertising the house for sale or rent. Security signs shall be permitted if they are of customary and reasonable dimensions.

(e) All rubbish, trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. All trash and garbage shall be kept in sanitary closed containers. Owners and tenants may only use containers approved by the City of Tallahassee. Such containers must be screened from view on the side or rear of the residences except when they are being made available for collection, and in any event, such containers must be moved back to a screened location by midnight of the day of collection. There shall be no dumping of trash or debris in or on any common area or any other property within Dry Creek Run.

(f) No Owner may construct or use and operate an external radio or television antenna without the prior written consent of the Architectural Control Committee.



(g) No abandoned, inoperable or disabled vehicle shall be parked or stored on any of the Easement areas, nor parked or stored on any Lot except in a garage. All vehicles must have up to date vehicular registration and tags. No boat, trailer, or recreational vehicle shall be parked or stored on any of the Easement Areas nor parked or stored on any Lot except in a garage or at a location behind a fence on the Owner's Lot so that it is not visible from the street.

(h) Non-permanent recreational equipment is permitted but shall be maintained only within the boundaries of a Lot and not on any common areas, easement areas or public roads.

(i) Household pets such as dogs or cats are permitted but shall not be kept, maintained, bred, or raised for commercial purposes. Pets must be kept on leashes when they are not on their Owner's Lot and all pet waste shall be immediately picked up and disposed of by the pet owner.

(j) The Owners shall have the right to lease their houses provided that the lease is made subject to the covenants, conditions, restrictions, limitations and uses contained in the Declaration and those contained in the Articles of Incorporation and Bylaws of the Association. Owners must provide their tenants with a copy of the Association's governing documents. All tenants names and contact information shall be given to the Secretary of the Board of Directors within fourteen (14) days after a lease is signed.

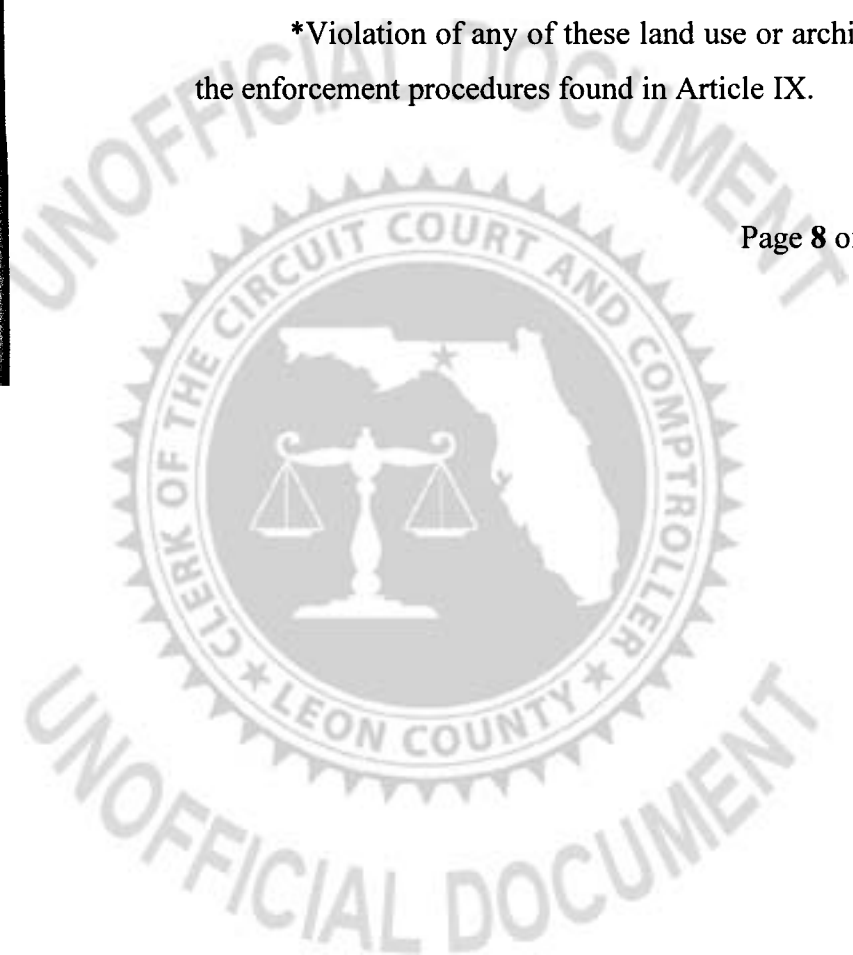
(k) Except as allowed in Article VII, Section (g), no vehicle shall be parked or stored on any Lot except in a garage, on the paved driveway of the Lot, or legally parked on the roadway in accordance with parking regulations of the City of Tallahassee and the State of Florida.

(l) Driveways are to be kept clean and shall not accumulate dirt or stains.

(m) Owners must properly maintain their yards at all times, including the section of grass between the sidewalk and street directly in front of an Owner's Lot. At no time shall a Owner's yard be considered an "eye-sore" or cause any environmental or other health safety issues. Owners are encouraged to adopt "Florida-friendly landscaping" per the Florida Friendly Landscaping provisions in the Florida Statutes.

(n) Owner and tenants must obey all applicable local ordinances, including but not limited to, the "Rooming House Ordinance" that states that four or more unrelated individuals cannot occupy a single family residence.

*Violation of any of these land use or architectural control restrictions shall be subject to the enforcement procedures found in Article IX.



ARTICLE VIII – DEDICATION OF EASEMENT AREAS

Developer, his successors and assigns reserve the right to dedicate all or part of the Easement Areas to any public agency or government unit, and all easements in favor of the Owners created by this Declaration are subject to this condition. This right is subject to the provisions of Article IV (b) hereinabove.

ARTICLE IX – ENFORCEMENT

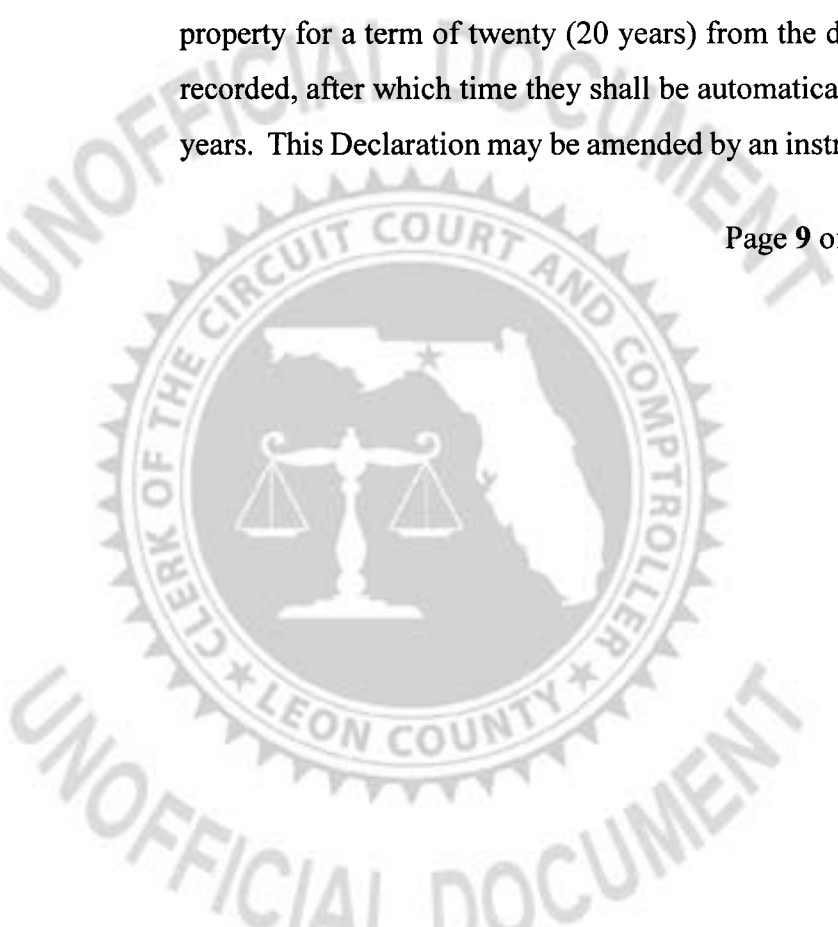
The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant, restriction, condition, reservation, lien or charge herein contained shall in no event be deemed a waiver of the right to do so.

The Association may also levy fines up to \$100 per violation against any Owner or tenant for the failure of the Owner or its tenant, guest or invitee to comply with any provision of this Declaration of Covenants, Bylaws, or other reasonable rules of the Association. A fine may be levied each day of a continuing violation, with a single notice and opportunity for hearing, and fines may exceed \$1,000 in the aggregate. The Association must provide the Owner or its tenants, guests or invitees, a 45 day notice and an opportunity for a hearing before an enforcement committee before such fine can be levied.

The prevailing party in any action brought in law or in equity to enforce the provisions herein is entitled to reasonable attorney’s fees and costs from the nonprevailing party as determined by the court.

ARTICLE X – DURATION AND AMENDMENT

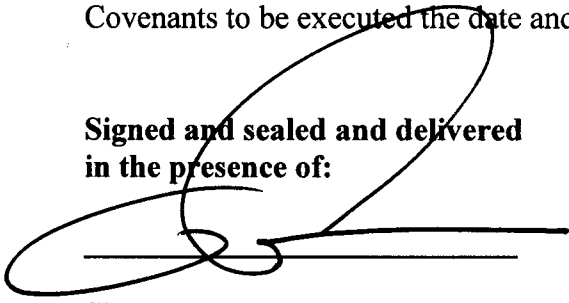
The covenants, conditions and restrictions of this Declaration shall run with and bind the property for a term of twenty (20 years) from the date this Amended and Restated Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than two-thirds (2/3/)



of the Owners. For the purpose of amendment of this Declaration, co-owners of a Lot shall be considered as one owner. To become effective, an amendment must be recorded.

IN WITNESS WHEREOF, the Association has caused this Declaration of Restrictive Covenants to be executed the date and year first above written.

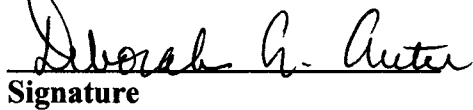
**Signed and sealed and delivered
in the presence of:**



Signature

Shawn P. Goletz

Printed Name



Signature

DEBORAH A. AUTER

Printed Name

**DRY CREEK HOMEOWNERS
ASSOCIATION, INC.**

By:

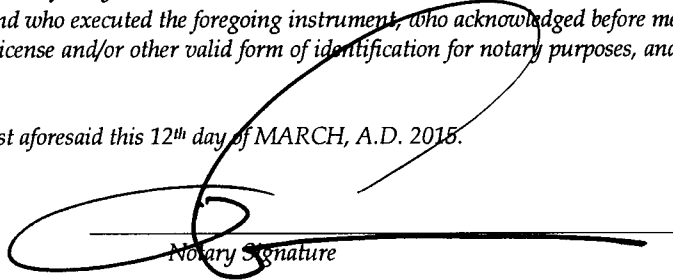

JIBRI KHALEID KNIGHT
as the President

**State of Florida
County of Leon**

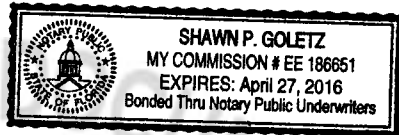
I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **JIBRI KHALEID KNIGHT, as the President of Dry Creek Homeowners Association, Inc., a Florida Corporation**, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, and that I relied upon a driver's license and/or other valid form of identification for notary purposes, and that an oath was not taken.

Witness my hand and official seal in the County and State last aforesaid this 12th day of MARCH, A.D. 2015.

Notary Public Rubber Stamp Seal



Notary Signature



Printed Notary Signature

