

RECORD AND RETURN TO:  
Piney-Z Land Company, LLC  
2417 Fleischmann Rd., Unit 1  
Tallahassee, FL 32308

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF PINEY-Z PHASE 12 HOMEOWNERS ASSOCIATION, INC.**

**THIS DECLARATION**, made on the date hereinafter set forth by Piney-Z Land Company, LLC ,  
a Florida limited liability corporation, hereinafter referred to as "Declarant",

**W I T N E S S E T H:**

WHEREAS, Declarant is the owner of certain real property in Leon County, State of Florida,  
known by official plat designation as **PINEY-Z PHASE 12**, pursuant to a plat recorded in Leon County,  
Florida Official Plat Book 20, at Page 4.

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

**ARTICLE I**

**Definitions**

**Section 1.** "Association" shall mean and refer to **PINEY-Z PHASE 12 HOMEOWNERS  
ASSOCIATION, INC.**, its successors and assigns.

**Section 2.** "Owner" shall mean and refer to the record owner, whether one or more persons or  
entities, of the fee simple title to any Lot, including contract sellers, but excluding those having such interest  
merely as security for the performance of an obligation.

**Section 3.** "Lot" shall mean any plot of land shown on the recorded plat referred to herein above,  
with the exception of the Common Area and Limited Common Area.

**Section 4.** "Common Area" shall mean all real property, (including the improvements thereto)  
owned by the Association and designated on the recorded plat as "Common Area" for the common use and  
enjoyment of the Owners, except any area herein designated as Limited Common Area.

**Section 5.** "Limited Common Area" shall mean all real property, (including the improvements  
thereto) owned by the Association and designated on the recorded plat as "Common Area (Private Drive)"  
and hereby reserved for the exclusive use of those Block B Lot Owners, and their family members,  
occupants, guests and service providers.

**Section 6.** "Declarant" shall mean and refer to Piney-Z Land Company, LLC, its successors and  
assigns.

**Section 7.** "Block B Lot Owners" shall mean those Owners of Lots 1 thru 12, inclusive, Block B on  
the recorded plat referred to herein above.

**ARTICLE II**  
**Property Rights**

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

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

**Section 2. Delegation of Use.** Any Owner may delegate, in accordance with the Bylaws, his rights of enjoyment to the Common Area and facilities, if any, to the members of his family, his tenants, or contract purchasers who reside on the property.

**Section 3. Owners' Easements of Enjoyment – Limited Common Area.** Every Block B Lot Owner shall have a right and easement of enjoyment in and to the Limited Common Area which shall be appurtenant to and shall pass with the title to every such Block B Lot, subject to the following provisions:

(a) The right of the Block B Lot Owners to dedicate or transfer all or any part of the Limited Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members that are Block B Lot Owners. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members that are Block B Lot Owners has been recorded.

**Section 4. Delegation of Use.** Any Block B Lot Owner may delegate, in accordance with the Bylaws, his rights of enjoyment to the Limited Common Area and facilities, if any, to the members of his family, his tenants, or contract purchasers who reside on the property.

**ARTICLE III**  
**Membership and Voting Rights**

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

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

**Class A.** Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

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

- (1) when the total votes outstanding in the Class A membership equal to the total votes outstanding in the Class B membership;
- (2) January 1, 2017.

## ARTICLE IV

### Covenant for Maintenance Assessments

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot owned, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the subdivision and for the improvement and maintenance of the Common Area and Limited Common Area. Any assessments for the Limited Common Area shall be the sole responsibility of the Lot B Block Owners.

**Section 3. Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$100.00 per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

**Section 4.1 Special Assessments for Capital Improvements to Common Area.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 4.2 Special Assessments for Capital Improvements to Limited Common Area.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Limited Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members of Block B Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4.** Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent 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 one-half of all the votes of each class of membership shall constitute a quorum.

If a quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be two voting members. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

**Section 6. Uniform Rate of Assessment.** Both annual and special assessments for the Common Area must be fixed at a uniform rate for all Lots. Both annual and special assessments for the Limited Common Area must be fixed at a uniform rate for all Block B Lots.

**Section 7. Date of Commencement of Annual Assessments: Due Dates.** The annual assessments provided for herein shall commence as to all Lots on January 1<sup>st</sup> of the year immediately following the conveyance of the first Lot. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. As long as there is Class B Membership, in lieu of paying individual assessments for each Lot owned by Declarant, Declarant may, at Declarant's option, pay an amount equal to the Association operating budget minus the assessments collected from the Class A Members.

**Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18% 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 Common Area or abandonment of his Lot.

**Section 9. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. 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 became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for an assessments thereafter becoming due or from the lien thereof.

## ARTICLE V

### Land Use and Building Type

**Section 1. Building Size.** No Lot shall be used except for primarily residential purposes. Accessory structures and uses shall be allowed, to the extent permitted by the City of Tallahassee zoning and land use regulations. Any dwelling erected wholly or partially on any lot shall have a ground floor area of not less than 1,000 square feet heated and cooled. No residence shall exceed two and one-half (2 ½) stories in height. Further, any dwelling erected wholly or partially on any Lots shall have a total square feet area of not less than 1,300 square feet heated and cooled.

**Section 2. Building Setbacks.**

- (a) **Building Setbacks - Block A.** No primary structure shall be located on any Lot nearer than 25 feet to the front Lot line, 5 feet to the side Lot line and 25 feet to the rear Lot line.
- (b) **Building Setbacks - Block B.** No primary structure shall be located on any Lot nearer than 25 feet to the front Lot line, 5 feet to the side lot line and 25 feet to the rear lot line. No detached

garage shall be located on any Lot nearer than 5 feet to the rear Lot line and 5 feet to the side Lot line. Detached garages shall not be located in the front yard of the primary structure.

For the purpose of this Section 2, eaves, steps and open patios shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot. Any permitted accessory building, except detached garages, as approved by the Association shall in no case be located nearer than five (5) feet to any rear or side Lot line and the same shall be within an enclosed six (6) foot high privacy fence and located in the rear of the residence.

**Section 3. Sight views for street protected.** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 feet 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 corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten feet from the intersection of the street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

**Section 4. Landscaping.**

- (a) Landscaping plans must take into account the storm water drainage for the Lot to insure that the natural drainage along the street to the nearest storm drain is not obstructed.
- (b) Prior to completion of any initial construction and in connection with such construction, the owner of each Lot shall install a sprinkler irrigation system for such Lot, within and completely covering the front and side yards.
- (c) Prior to completion of any initial construction and in connection with such construction, the owner of each Lot shall fully sod all areas cleared (which are not covered with a concrete foundation) in front and side yards, excluding areas to be planted with shrubs which shall be mulched and bedded with pine straw. Rear yards may be stripped or sprigged and sprigs may be separated by no more than 12 inch open spaces. Additionally, the owner of each Lot shall include in the owner's landscaping plans at a minimum fifteen (15) three gallon plants and twenty-five (25) one-gallon plants, and two (2) thirty gallon trees of at least 2 caliper inches each for placement in the front yard of the residence, however, no Lots in Block B shall be required to install the latter. No trees ten inches or larger in circumference shall be removed without the approval of the Association, except for those trees located within 5 feet of the proposed footprint of the dwelling structure, garage and driveway.
- (d) Owners shall sod, keep up and maintain the parts of their Lots on which are located (1) swales and (2) those areas between Lot lines and street surfaces, including the front yards of each residence to the street pavement.

**Section 5. Exterior Materials.**

- (a) Block A - Materials to be used on the exterior of the front of the building shall be 100% brick or stucco with wrapped corners, unless an exception hereto has been approved by the Association. Approved siding will be allowed on the remaining sides. Exposed sides that face a side street shall be brick or stucco as well. Buildings with architectural styles requiring materials other than brick or stuccos will be reviewed by the Association on a case by case situation.
- (b) Block B - Materials to be used on the exterior of the front of the primary building shall be fiber cement siding, or 100% brick or stucco with wrapped corners, unless an exception hereto has been approved by the Association. Approved siding will be allowed on the remaining sides. Exposed sides that face a side street shall be fiber cement siding, brick or stucco as well. Buildings with

architectural styles requiring materials other than fiber cement siding, brick or stuccos will be reviewed by the Association on a case by case situation.

**Section 6. Roofs.** Buildings shall have a minimum of a 7/12 roof pitch for the main portion of the roof. Architectural shingles are required.

**Section 7. Garages.** Each Lot shall include at least a two (2) car garage in form and design acceptable to the Association. All garage doors shall be kept closed except when opened for entering or exiting the garage.

**Section 8. Fencing.** No fence or wall shall be erected nearer the front of any Lot than the rear corner of the residence constructed thereon. In the case of a covered porch at the rear of the residence, the rear corner shall be that of the conditioned space, not the porch. All such fencing which is viewable from the street shall be constructed of wood, and the design, construction and location of such fence shall be approved in writing by the Association. All other fencing shall likewise be approved in writing by the Association and it shall be of wood or chain link material. Notwithstanding the foregoing, lots on Block B shall be permitted to erect a fence along their front Lot lines, provided such fence is no higher than four (4) feet and constructed in a picket or rail style.

**Section 9. Mailboxes.** Declarant shall have the option to select uniform mail boxes for each individual neighborhood or Phase within the subdivision. Each mail box shall be provided by Owner, in accordance with Declarant's specifications, and erected on the front of the subject Lot in accordance with the United States Postal Service requirements.

**Section 10. No business Conducted.** No business of any kind shall be conducted on any Lot with the exception of the business of Declarant and the transferees of Declarant in developing all of the lots as provided herein, and the business of builders, designated by Declarant, in the sale of homes. Notwithstanding the foregoing, nothing herein shall restrict an Owner from conducting a hobby, activity, home occupation or other such accessory use as may be permitted by the City of Tallahassee zoning and land use regulations for a residential single-family zoning district.

**Section 11. No offensive activities.** No noxious or offensive activity shall be carried on in or on any Lot with the exception of Declarant and the transferees of Declarant in developing all of the lots as provided herein.

**Section 12. No signs.** Except as otherwise provided herein, and as to Declarant, and as to Declarant's designated builders, no sign of any kind shall be displayed to public view on a Lot or the common area without the prior written consent of the Association, except one sign advertising the property for sale or rent of not more than five (5) square feet, or signs used by the builder to advertise the property during the construction and sales period.

**Section 13. Further restrictions.** Nothing shall be done or kept on a Lot or on the Common Area that would increase the rate of insurance relating thereto without the prior consent of the Association, and no Owner shall permit anything to be done or kept on the Owner's Lot or the Common Area that would result in the cancellation of insurance on any residence or any part of the Common Area, or which would be in violation of any law.

**Section 14. No animals.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or the Common Area. However, dogs, cats and other household pets may be kept on Lots subject to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred, or maintained for commercial purposes, and are not permitted to run free.

**Section 15. No trash.** No rubbish, trash, garbage, or other waste material shall be kept or permitted on any Lot or the Common Area except in sanitary, covered containers located in appropriate areas concealed from public view.

**Section 16. Limitation of ancillary structures.** No outbuilding, basement, tent, shack, detached garage, trailer, shed or temporary building of any kind shall be used as a residence either temporarily or permanently.

**Section 17. Common areas.** Nothing shall be altered in, constructed on, or removed from the Common Area except on the written consent of the Association.

**Section 18. Parking of vehicles.** No vehicles shall be parked in front of any lot except on the driveway or in a garage or other designated parking area on the Lot.

**Section 19. Ancillary vehicles.** No boats, campers, trucks larger than 1 ton pickups, trailers, motor homes or recreational vehicles shall be parked, kept or stored on any Lot, except same shall be enclosed within a six (6) foot high privacy fence in the rear of the residence.

**Section 20. Individual wells.** Except for landscaping sprinklers, no individual water supply shall be permitted on any lot for any purpose. All sewage from any building on any Lot must be disposed of through the sewage collection lines provided in the development.

**Section 21. Satellite dishes.** No satellite reception devices shall be erected, placed on, or permitted on any Lot without the written approval of the Association. Notwithstanding the foregoing, owner may install one satellite dish, not exceeding 24" diameter, on their structure, provided such dish is not attached to the front elevation of the home or within 10 feet of the front elevation.

**Section 22. Antennas.** No television or radio antennas shall be erected, placed on, or permitted on any Lot.

**Section 23. Clothes lines.** Temporary or permanent clothes drying lines are not permitted on any Lot.

**Section 24. Contiguous lots.** A dwelling may be located on two contiguous Lots combined to make one with approval of the Association. The two Lots combined shall then be treated as a single Lot with respect to setbacks and building location.

**Section 25. Drilling, mining.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tank tunnels or mineral excavations be permitted upon or in any Lot.

**Section 26. Drainage.** The maintenance of storm water drainage ways and surface water drainage ways over and across Lots in the subdivision shall be the responsibility of individual Lot Owners. No changes or alterations shall be made to said drainage ways which would in any way cause damage to other properties in the subdivision.

**Section 27. Basketball goals.** No basketball goals shall be permanently erected or maintained on any Lot except that same may be located in the rear yard of the dwelling structure.

## ARTICLE VI

### Architectural Restrictions

**Section 1. Initial Design and Construction.** Initial design and construction of any buildings, fences, structures and other external improvements shall be subject to prior review and approval by the Association for compliance with the requirements set forth in Article V above. Construction plans and specifications, and a site plan indicating the location of proposed improvements shall be submitted to the Association prior to any construction on a Lot. Lots owned by Declarant shall be exempt from this Section.

**Section 2. Subsequent Remodeling and/or Reconstruction.** Subsequent to the initial construction and completion of buildings, fences, structures and other external improvements on a Lot, the Piney Z Plantation Homeowners Association, Architectural Review Committee (the "ARC") shall have the right to review and approve all plans for external remodeling, reconstruction, or subsequent construction, provided however, the ARC shall not have the authority to impose any use, construction or setback restrictions which are more restrictive than those initially imposed upon the Owner of such Lot by the Declarant at time of initial construction.

## ARTICLE VII

### Piney-Z Phase 1, Village Center

Piney Z Phase 12 subdivision, and the Lots therein, were created by the subdivision of Lot 1, Block FF, Piney Z Phase 1, a recorded subdivision in Leon County, Florida Official Plat Book 12, at Page 54 ("Phase 1"). Lots 1, 2 & 3 of Phase 1 constitute the "Village Center". As such, the Lots are subject to those sections of the Declaration of Covenants, Conditions and Restrictions of Piney-Z, Phase 1 ("Phase 1 CC&R") that pertain to the Village Center. Accept as provided in Article IV of the Phase 1 CC&R, the ARC shall not have authority over the initial construction and development within the Village Center.

## ARTICLE VIII

### Maintenance

Each Owner shall be required to: 1.) Keep their Lot and the exterior of the improvements thereon in a clean and well maintained condition; 2.) maintain the lawn and surrounding areas on their Lot in a clean and well maintained condition; 3.) keep the grass cut; and 4.) keep their Lot free from trash, rubbish and items that would detract from the appearance of the Properties.

## ARTICLE IX

### General Provisions

**Section 1. 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 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 not affect any other provisions 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, for a term of twenty (20) years from the date of this Declaration recordation, 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 of the Lot Owners. Any amendment must be recorded.

**Section 4. Annexation.** No additional land may be annexed without the consent of two-thirds vote of each class of members of the Association.



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

DATED this 12<sup>th</sup> day of FEBRUARY, 2009.

Signed, sealed and delivered in the presence of:

Stacy Boutwell  
STACY BOUTWELL

DECLARANT:  
Piney-Z Land Company, LLC  
a Florida limited liability company

By: Evergreen Communities, Inc., a Florida corporation, its Managing Member

Kathryn A. Head  
KATHRYN A. HEAD

BY: Gary Zins  
Gary Zins, Its President

STATE OF FLORIDA  
COUNTY OF LEON

Gary Zins, known to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: Known to me and that an oath was/ was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this 12<sup>th</sup> day of February, 2009.

Stacy Boutwell  
NOTARY PUBLIC

