

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
THE CROSSING
AN
UNRECORDED PLAT

THIS DECLARATION, made, on the date set forth below by THE CROSSING PARTNERSHIP, a Florida General Partnership, referred to as "Declarant."

Declarant is the owner of certain real property in Leon County, Florida, which is more particularly described in Schedule "A" attached hereto and incorporated herein by reference.

Declarant has, or will construct thereon a total of twenty-nine (29) townhouse single-family living units. The Declarant further intends to impose upon such property mutually beneficial restrictions under a general plan for the benefit of all parcels of the real property and subsequent purchasers thereof. These covenants and restrictions are hereby imposed on all the land described in Schedule "A" hereinafter called the "Property."

Name. The name by which the Property shall be known and identified is "The Crossing."

Submission of Property to Restrictive Covenants. Declarant does hereby impress and impose upon the Property the restrictive covenants, obligations, covenants and conditions set forth and provided for herein which shall run with the land. All reservations, covenants and easements set forth herein shall be binding upon any grantor and grantee, or their assigns and successors in interest and all the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, and liens, all of which shall be enforceable by the Declarant, subsequent owners of lots, parcels, or units in the Property, and the Association.

ARTICLE I

DEFINITIONS

1. "Association" shall mean and refer to The Crossing Homeowners' Association of Tallahassee, Inc., which shall be a Florida non-profit corporation, its successors and assigns.

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

3. "Property" shall mean and refer to that certain real property described in Schedule "A" hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and subjected to these covenants.

4. "Common Area" shall mean all real property (including any improvements thereon) owned by the Association and intended to be used for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described in Schedule "B" attached hereto and made a part hereof by reference.

5. "Lot" shall mean those parcels of land within the Property which have been platted for residential development, are subject to private ownership, and are excluded from the Common Area.

6. "Declarant" shall mean The Crossing Partnership, its successors and assigns.

7. "Rules and Regulations" shall mean the rules and regulations adopted by the Association.

8. "By-Laws" shall mean the by-laws of the Association.

9. "Directors" shall mean the directors of the Association.

10. "Assessment" shall mean that sum of money determined by the Board of Directors of the Association which shall be levied against each Owner for the maintenance, upkeep, and preservation of the Property and Common Area pursuant to these covenants, the By-Laws and the Rules and Regulations adopted by the Association.

11. "Unit" shall mean those structures located within the Property which are the dwelling units located on the Lots and subject to private ownership.

ARTICLE II

USE RESTRICTIONS

1. Residential Use. The Declarant intends for the Properties to be developed as a residential townhouse community. Accordingly, the Lots and any structures thereon shall be used solely for residential purposes. The Declarant may, however, use and develop a Lot or Lots as a model homesite for display and for sales offices.

2. Right to Lease. The Owners shall have the absolute right to lease or rent their Units provided that the lease is made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration and those contained in the Articles of Incorporation, the By-Laws and any rules and regulations of the Association.

3. Conformance with Zoning. All structures constructed on a Lot shall conform to the Tallahassee-Leon County Zoning Code as it exists at the time of construction and shall be placed on the Lot in conformance with its requirements.

4. Temporary Residences Prohibited. No structure of a temporary character, such as, but not limited to, a trailer, mobile home, garage, barn, tent or other outbuilding shall be used on any Lot or on any part of the Common Area at any time as a residence either temporarily or permanently; provided, however, Declarant or its agents or contractors may maintain offices or storage facilities during construction on the Property.

5. Vehicles, Boats, Trailers, Recreation Vehicles, Etc. No boats, trailer, recreation vehicles or out of services automobiles, motorcycles or other power vehicles may be parked or stored upon the Property. No repairs or restoration of any automobile, motor vehicle, motorcycle, boat, engine, camper, trailer or the like such vehicle shall be permitted on the Property except for emergency repairs thereto and then only to the extent necessary to enable movement of such vehicle to a proper repair

facility. No vehicles of any type shall be operated on the Property except on paved roads intended for such vehicular operation.

6. Nuisances. Except for activities of Declarant during construction, no noxious or offensive activities shall be carried on any Lot, the Common Areas or in any Unit, nor shall anything be done that may be or may become an annoyance or nuisance to the Owners, or occupants of the Units or any of them, or in any way interfere with the quiet enjoyment of the Owners, their licensees or invitees. No lumber, building materials of any type, bulk materials, machinery, tools, or other items may be stored outside of any Unit, except in an enclosed storage area as approved by the Architectural Control Committee. Burning of trash and waste is prohibited.

7. Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot or in any Unit except that dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes; no dog, cat or other household pet shall be permitted to run free, and it must be leashed or under the direct control of its Owner when it is anywhere on the Property. The Association may adopt and implement regulations and rules governing pets within the Properties.

8. Signs. The only kind of sign that shall be displayed to the public view on any Lot or Unit except as provided by rule of the Association is one sign of not more than six (6) square feet in total area advertising the property for sale or rent, provided the Declarant or its agents may use any size or type of sign to advertise the Property for sale or rent during and after construction.

9. Landscaping. No alteration, additions, or changes shall be made to the plants, trees, shrubs, landscaping, grass or lawns located on any Lot, after sale of said Lot by the Declarant or the Common Area without the express written approval of the Architectural Control Committee. Maintaining landscaping, includ-

ing trees, shrubery and grass within the boundaries of each Lot and in the Common Area shall be the responsibility of the Association.

10. Antennas. Prior to installation, exterior radio and television and any other type of antenna installations must be approved in writing by the Architectural Control Committee.

11. Window Units. The location of all exterior heating and/or air conditioning compressors, window units or other machinery or equipment installed after sale of any Lot by the Declarant shall be submitted for written approval by the Architectural Control Committee prior to installation.

12. Garbage Disposal. All rubbish, trash and garbage shall be regularly removed from the Property and shall not be allowed to accumulate thereon. All trash, garbage and other waste shall be kept in sanitary containers as provided for by the rules and regulations of the Association.

13. Miscellaneous. No laundry, mattresses, bedding materials, etc., or clothing shall be hung on or over patio fences of any Unit. Clotheslines are prohibited except inside a fenced-in patio and not visible to neighbors.

14. Lawful Use and Indemnity for Damage. Nothing shall be done on or kept in any Unit or on the Common Area, or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of the Common Area, or any part thereof or improvements thereof of the exterior of any Unit shall be committed by any Owner or any invitee of any Owner, and each such Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees to the Association or other Owners.

15. Regulations. Reasonable regulations concerning the use of the Property (including but not limited to Common Area and all other areas which the Association maintains, regardless of fee

ownership) may be made and amended from time to time by the Association. Copies of such regulations and amendments shall be furnished by the Association to all Owners and residents of the Units upon request.

ARTICLE III

PROPERTY RIGHTS AND OBLIGATIONS

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 suspend the voting rights and right to use of the Common Area or any part thereof by an Owner or any of its tenants for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of the Association's published Rules and Regulations or these Covenants and Restrictions;

(b) 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 signed by two-thirds (2/3) of each class of members has been recorded in the public records of Leon County, Florida.

2. Reservation of Easement. The Declarant hereby reserves and there is hereby granted unto its successors and assigns, an easement for ingress and egress and for the installation, repair and maintenance of sewer, water, electricity, gas, telephone, cable television and similar facilities over, along, across, and under the land described in Schedule "A" attached hereto and made a part hereof, and for completion of construction of Units on Lots. Such easement shall also include the right to use all roadways and walkways on the Property.

3. Subdivision and Partition Prohibited. No Lot may be divided or subdivided. No action at law or equity may be brought to partition any Lot. The Common Area may not be partitioned or further divided or subdivided, nor may any action at law or equity be brought to partition any of the Common Area. All easements and other rights herein given to Owners, including the right to be members in the Association, are hereby declared to be appurtenant to such Lots and shall not be separately conveyed, encumbered or otherwise dealt with separately from the Lots. Any instrument, whether a deed, mortgage, or otherwise, which purports to transfer or convey a Lot, shall also transfer and convey all of the Owner's rights and easements hereunder, whether specifically mentioned or not.

4. Parking Rights. Ownership of each Lot shall entitle the Owner or Owners thereof to the use of not more than two (2) automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right to ingress and egress into and upon said parking area. The Association shall permanently assign two (2) automobile parking spaces for each dwelling and shall provide for regulation of parking upon the Property through its rules and regulations.

6. Exterior Maintenance.

(a) Units constructed on Lots within the Property shall be maintained by the Owner not only in a good state of repair but also in an aesthetically pleasing manner consistent with the character and setting of the Units and Property as originally developed. Specifically the following items are hereby determined and declared to be items which must be kept in a proper state of maintenance and repair by the individual Lot Owner, provided however, this list is not intended to be an all-inclusive list of such items: the roof, windows, painting or staining of exterior walls and trim, steps, and porches located on the Lot, and all exterior heating and air conditioning units.

(b) The Association shall, notwithstanding anything to the contrary contained in this Declaration and notwithstanding

the ownership of any particular parcel of land, maintain all Common Area and improvements and landscaping thereon and shall maintain the landscaping including the trees, shrubs and grass within the boundaries of each Lot. The Association may, by rule duly adopted, reasonably regulate the use of all areas and lands which are to be maintained by the Association; provided, however, that any such rule of the Association may not be less restrictive than any covenant set forth herein. Any item or area not expressly the responsibility of the Association shall be the responsibility of the Owner.

(c) In the event any Owner of a Lot within the Property shall fail to properly maintain the Lot and any improvements thereon, then the Association's Board of Directors, (or its agent) after two-thirds (2/3) vote, shall have the right to enter said Lot to repair, and maintain the premises. The cost of such repairs, and maintenance shall be added to and become part of the assessment to which said Lot is subject pursuant to Article V. If necessary, any such assessment may exceed the maximum annual assessment described in Section 3 of Article V.

6. Units and Boundaries Thereof. Each Unit shall consist of the following:

(a) With regard to common walls (if any) the center-line of said walls shall be the boundary.

(b) Each Unit shall be included on a parcel of real property as described in the deed by which said land and Unit is conveyed by Declarant.

(c) Bearing walls, columns and wiring and other utility installations serving more than one (1) Unit (if any) shall be commonly owned by the Units being served thereby.

7. Party Walls.

(a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Units upon the Property and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this section, the general rules of law regarding

party walls and liability for property damages due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

(c) Weatherproofing. Notwithstanding any other provision of this Article, any Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(d) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

(e) Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. This decision shall be final and binding upon the Unit Owners.

8. Easements. The following easements shall be deemed to be covenants running with the land with relation to Units, Lots and the Property. These easements are not in limitation of any other easement defined, imposed and created herein, but are supplemental thereto:

(a) Non-exclusive perpetual roadway, driveway and walkway easement for ingress and egress to and from the Units within The Crossing, granting to such owners and their respective licensees and invitees the right to pass and repass along the roadways, driveways and walkways within the Property, subject to the rules and regulations of the Association.

(b) Perpetual drainage easement in favor of all Lots and Common Area included within The Crossing for the purpose of creating and establishing a retention area to hold surface water which may drain from any and all Lots and/or restrictive areas within the Property.

(c) Utility easements are reserved through the Property for utility services in order to properly and adequately serve all areas of the Property; provided, however, that such easements through any Unit shall be only according to the plans and specifications or as the building is actually constructed unless approved in writing by the Unit owner. Utilities as used in this paragraph shall be given a broad meaning and shall include but not be limited to an easement for the installation, repair and maintenance of electric, telephone, water, cable television and sanitary sewer lines and facilities, and drainage facilities.

(d) If any Unit shall encroach upon any easement or Common Area or other Lot by reason of original construction, then an easement appurtenant to such encroaching Unit, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

(e) Whenever sanitary sewer, water, electricity, cable television, telephone lines or connections are installed within the Property, which connections or lines or any portions thereof lie in or upon Units or Lots owned by other than the owner of a Unit served by said lines or connections, the owner of any Unit served by said connections shall have the right and is hereby granted an easement to the full extent necessary therefor to enter upon such Unit or Units and Lot or to have the utility companies enter upon the Units or Lots on the Property in or upon which said connection or lines or any portions thereof lie or are located, to repair, replace and generally maintain said connections as and when the same may be necessary. Whenever sanitary sewer, water, electricity, cable television or telephone lines or connections are installed within the Property, which connection or lines serve more than one Unit, the Owner of each such Unit served by said connection and lines shall be entitled to the full use and enjoyment of such portions of said connections and lines as services his Unit and such Owners shall be jointly and equally responsible for the maintenance or repair of any jointly used connections aforementioned.

(f) An easement or easements in favor of Leon County, or the City of Tallahassee, Florida, or any agency thereof, or any franchised private or public utility thereof, for access and for providing and maintaining of any municipal services to the Property, including but not limited to, garbage and trash collection, police and fire protection, and the like. This easement shall not permit the public to come upon the Property and shall be used only for the purpose of furnishing such services by the duly designated employees of those governmental authorities or other suppliers providing such services.

(g) An easement or easements in favor of the Association or its agents to enter in and upon the Units and Lots as may be necessary to perform its responsibilities, duties, or rights of maintaining, repairing, or improving such Units or Lots as set forth herein.

9. Enforcement of Obligations. Each Owner shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation of the Association, the By-Laws of the Association and any Regulations adopted by the Association. Upon failure of an Owner to so comply, the Declarant, the Association, any Mortgagees having a first lien on a Unit, and other Owners shall have the right to institute legal proceedings to enforce compliance, and the prevailing party shall be entitled to recover its or his legal costs including a reasonable attorney's fee. The failure of any of the foregoing named entities or persons to enforce any right, requirement, restriction, covenant or other provisions of the hereinabove documents shall not be deemed to be a waiver of the right to seek judicial redress against subsequent noncompliance therewith.

10. Insurance.

(a) Maintenance of Insurance by Association. It is hereby declared to be reasonably desirable, and necessary for the proper preservation and enforcement of the values and amenities of The Crossing, that proper insurance is carried and maintained at all times as hereinafter stated. In other provisions of this

Declaration, the Association is charged with the obligation and duty of maintaining, repairing, and replacing the Common Area and under certain circumstances the Units, and it is proper and acceptable that the Association own and maintain insurance covering not only the improvements on the Common Area but also the Units themselves. The Association shall therefore obtain fire and extended coverage insurance and vandalism and malicious mischief insurance with a reputable insurance company authorized to do business in the State of Florida and acceptable to holders of institutional first mortgages on the Units, insuring all the insurable improvements erected within The Crossing, thereby including both improvements owned by the Association and all Units which may be owned by Owners. Such insurance premium for such coverage and all other insurance deemed desirable by the Association shall be assessed against the Owners of such Units as part of the annual assessment. The Association shall annually make a survey and thereby determine replacement costs for insurance purposes for all then existing improvements for the ensuing year. On the basis of said survey, or if none is made, then on the basis of the preceding year's insurance coverage, increased or decreased as the case may be by inflation or deflation and other criteria, the Association shall continue to maintain the necessary fire and extended coverage and vandalism and malicious mischief insurance to assure complete replacement or repair to damaged improvements as herein set forth. The original policy of insurance shall be held by the Association, with holders of institutional first mortgages to be named in the policy as their interests may appear, and certification of such insurance shall be furnished to them.

(b) Occurrence of Loss. In the event a loss occurs to any improvements within any of the Units alone, or in the event that a loss occurs to improvements within the Units and Common Area or to improvements within the Common Area alone, payments under the policy shall be made jointly to the Association and to the holders of institutional first mortgages on Units. Said proceeds shall be expended or disbursed as follows:

(i) All Association officers and employees handling funds shall be bonded at least to the full extent of the insurance proceeds and other funds on hand, and all payees on the insurance check shall endorse the same over to the Association, and the Association will promptly contract for the necessary repairs to the improvements within the Common Area and within the damaged Lot.

(ii) The improvements shall be completely restored and repaired. The Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis and shall disburse the insurance proceeds and other funds in accordance with the progress payments contained in the contract between the Association and the contractor, which construction contract shall be subject to written approval of the holders of institutional first mortgages when such mortgages encumber any damaged individual Unit or Units. Under all circumstances the Association shall have the authority to act as the agent for all Owners of Units for the purpose of compromising or settling insurance claims or damage to improvements within the Lots, the Units themselves, or the Common Area.

ARTICLE IV

HOMEOWNERS' ASSOCIATION

1. Creation. There shall be created a non-profit Florida corporation to be known as The Crossing Homeowners' Association of Tallahassee, Inc.

2. Membership. Every Lot Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

3. Classification of Membership in Association.

Class A. Class A members shall be all Owners other than the Declarant. Class A members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons may be members, but all of the Owners thereof shall be collectively entitled to one vote assigned to such Lot. The vote for such Lot shall be exercised as the Owners

determine, but in no event shall more than one vote be cast with respect to any single Lot, regardless of the number of persons owning the Lot. Such Owners shall, in writing, designate an individual who shall be entitled to cast the vote for Owners of the Lot.

Class B. Class B membership shall be the Declarant or its successor. The Class B member shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever first occurs:

(a) One hundred twenty (120) days after ninety percent (90%) of the Lots have been conveyed to individual Lot Owners;

or

(b) January 1, 1987.

3. Powers and Duties of Association. The Association, in addition to the powers and duties set forth elsewhere in these covenants, the By-Laws and Rules and Regulations established by the Association, shall have the following powers, duties and responsibilities:

(a) It shall own in fee simple, maintain and otherwise manage all Common Area and all facilities, improvements and landscaping thereon.

(b) It may grant easements, where necessary across Common Area for the location of utilities, accessways, and roadways.

(c) It shall maintain such policy or policies of insurance as the Board of Directors of the Association deems necessary, desirable or advisable in protecting the interests of the Association and its members, on and to any improvements located on Common Area and maintain such other policies of insurance as required otherwise herein.

(d) It shall have the authority to employ a manager or other person and to contract with independent contractors or business entities to perform all or any part of its duties and responsibilities.

determine, but in no event shall more than one vote be cast with respect to any single Lot, regardless of the number of persons owning the Lot. Such Owners shall, in writing, designate an individual who shall be entitled to cast the vote for Owners of the Lot.

Class B. Class B membership shall be the Declarant or its successor. The Class B member shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever first occurs:

(a) One hundred twenty (120) days after ninety percent (90%) of the Lots have been conveyed to individual Lot Owners;

or

(b) January 1, 1987.

3. Powers and Duties of Association. The Association, in addition to the powers and duties set forth elsewhere in these covenants, the By-Laws and Rules and Regulations established by the Association, shall have the following powers, duties and responsibilities:

(a) It shall own in fee simple, maintain and otherwise manage all Common Area and all facilities, improvements and landscaping thereon.

(b) It may grant easements, where necessary across Common Area for the location of utilities, accessways, and roadways.

(c) It shall maintain such policy or policies of insurance as the Board of Directors of the Association deems necessary, desirable or advisable in protecting the interests of the Association and its members, on and to any improvements located on Common Area and maintain such other policies of insurance as required otherwise herein.

(d) It shall have the authority to employ a manager or other person and to contract with independent contractors or business entities to perform all or any part of its duties and responsibilities.

(e) It may beautify access ways, streets, and Common Area;

(f) It shall maintain, improve, and operate drainage easements and systems;

(g) It shall manage, maintain, improve, and beautify the Common Area and all common open spaces, including the landscaping and maintenance thereof in a neat and orderly fashion;

(h) It shall repay funds and interest thereon borrowed by the Association, if any;

(i) It shall pay real and tangible personal property taxes, if any, assessed against property, title or control to which is owned and held by the Association; and

(j) It may do any other thing necessary or desirable in the judgment of said Association, to keep The Crossing neat and attractive or to preserve or enhance the value of the Property therein, or to eliminate fire, health, or safety hazards, or, which in the judgment of said Association, may be of general benefit to the Owners or occupants of land included in the Property.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, 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 and 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 for enforcing same, 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 person for delinquent assessments shall not pass to successors, unless expressly assumed by them, but shall remain a lien on said property. Such assessments shall not apply to Declarant or its assigns until after completion of construction of Units on Lots to which it holds title.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Common Area, including, but not limited to, the payment for the maintenance, management, repair and replacement of roadways, walkways, parking areas, landscaping and lawncare of the Common Area and the Lots street lights, maintenance of the entranceway, maintenance of policies of insurance, reasonable costs of the Association, and such other uses as may be determined by vote of the Association.

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 \$33.60 per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the Board may increase the maximum annual assessment each year by not more than 10% 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 10% 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 of the Association may fix the annual assessment at an amount not in excess of the maximum.

4. Special Assessments for Capital Improvements. In addition to the annual assessments described 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.

5. Notice and Quorum for Any Action Authorized Under Paragraphs 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 fifteen (15) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of a majority of each class of Owners (or written proxies therefrom) shall constitute a quorum.

6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots upon which buildings have been constructed and may be collected no more frequently than monthly.

7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence January 1, 1983. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each assessment period. Written notice of the annual assessment shall be sent to every Lot Owner. The due dates shall be established by the Board of Directors. The due date for Special Assessments shall be fixed in the resolution authorizing such assessment.

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 a Lot.

such amendments must be approved by at least seventy-five percent (75%) of the Directors of the Association.

Notwithstanding any of the above provisions, no amendment shall be adopted to these covenants which discriminates against any Lot Owner or group of Lot Owners without their express consent. No amendment shall change or increase the percentage of any individual Lot Owner's contribution to assessments.

4. Development by Declarant. No provisions contained herein shall prevent Declarant, its contractors, subcontractors or agents from performing such work and activities as are reasonably necessary or advisable in connection with the construction of any Units or other improvements upon the Property, nor shall said provisions in any way prevent the Declarant from maintaining such sign or signs or sales promotions, or other activities on the Property as may be necessary for the sale, lease or other disposition thereof.

5. Additional Covenants and Restrictions. No Unit Owners, other than the Declarant, without the prior written approval of the Declarant or the Association may impose any additional covenants and restrictions upon any portion of the Property.

6. Section Headings. The section headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

7. Construction and Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose and intent of creating a planned community. Whenever the context requires or permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

8. Termination of Responsibility of Declarant. At such times as the Declarant sells, conveys or otherwise disposes of its interest in and to all of the Units, the Declarant shall be relieved of the performance of any duty or obligation hereunder.

9. Variances. Variances for minor deviations from this Declaration may be granted by Declarant or the Architectural

Control Committee at any time to Declarant or any Property Owner within the Property. Variances for such minor deviations, if any, are discretionary.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Restrictive Covenants to be executed this 21st day of January, 1983.

Witnesses as to Sta-Clay, Inc.

Declarant: The Crossing Partnership

By Kay W. Eubanks (L.S.)
Kay W. Eubanks, President
Sta-Clay, Inc., a Florida
Corporation, Partner

Attest:

Jean Matthews
Secretary
(Corporate Seal)

Witnesses as to One Tallahassee, Inc.

By Robert A. Pierce (L.S.)
Robert A. Pierce, President,
One Tallahassee, Inc., a
Florida corporation, Partner

Attest:

Carol E. Pierce
Secretary
(Corporate Seal)

STATE OF FLORIDA

COUNTY OF LEON

The foregoing Declaration of Restrictive Covenants pertaining to The Crossing were acknowledged before me this the 21st day of January, 1983, by Kay W. Eubanks, President of

Sta-Clay, Inc., a Flo. Ja corporation and Robert .. Pierce,
President of One Tallahassee, Inc., a Florida corporation, both
corporations being partners of The Crossing Partnership, on behalf
of said Partnership, as Declarant herein.

Joan Matthews
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Nov. 13, 1935
Issued thru Tray Film Insurance, Inc.