

Grider

BYLAWS OF

ARTICLE I.

Name and Location

The name of the corporation is \_\_\_\_\_  
HARTSFIELD WOODS HOMEOWNERS ASSOCIATION, INC.

hereinafter referred to as the "Association". The principal office of the corporation shall be located at 3000 Tower Court, Tallahassee, Florida, but meetings of members and directors may be held at such places within the State of Florida, County of Leon, as may be designated by the Board of Directors.

ARTICLE II.

Definitions

Section 1. "Association" shall mean and refer to \_\_\_\_\_  
HARTSFIELD WOODS HOMEOWNERS ASSOCIATION, INC., a Florida corporation  
its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Areas, or in the event said subdivision is unrecorded, each plot of land described as a Lot and described in the Declaration of Covenants, Conditions and Restrictions.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to \_\_\_\_\_  
EQUITY RESOURCES, INC., a Florida corporation  
its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Clerk of Circuit Court, Leon County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

Meeting of Members

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock P. M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

Board of Directors: Selection: Term of Office

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

Nomination and Election of Directors

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from

the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

#### ARTICLE VI

##### Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

#### ARTICLE VII

##### Powers and Duties of the Board of Directors

Section 1. Powers. The Board of Directors shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, if any, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights and right to use of the recreational facilities, if any, of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

Page Five - BYLAWS

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

1. Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

2. Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

3. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Area to be maintained.

ARTICLE VIII

Officers and Their Duties

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualify to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

President

(A) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

Committees

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

Assessments

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 12 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fee of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XII

Corporate Seal

The Association shall have a seal in circular form having within its circumference the words:

HARTSFIELD WOODS HOMEOWNERS ASSOCIATION, INC.

Corporation Not for Profit.

ARTICLE XIII

Amendments

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.



ARTICLE XIV

Miscellaneous

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the HARTSFIELD WOODS HOMEOWNERS ASSOCIATION, INC.

have hereunto set our hands this 11th day of June, 19 83.

Signed, sealed and delivered in our presence as witnesses:

Dana Saunders  
Mary R. Kasser

Richard L. Pelham  
Richard L. Pelham

Ed Hanney  
Ed Hanney

Kay Saunders  
Kay Saunders

Gary Puett  
Gary Puett

Angela G. Sexton  
Angela G. Sexton

Bruce Pelham  
Bruce Pelham

John Futch  
John Futch

Elizabeth Yarbrough  
Elizabeth Yarbrough

Rhonda S. Mills  
Rhonda S. Mills

STATE OF FLORIDA )  
COUNTY OF LEON )

The foregoing instrument was acknowledged before me by RICHARD L. PELHAM, ED HANNEY, KAY SAUNDERS, GARY PUETT, ANGELA G. SEXTON, BRUCE PELHAM, JOHN FUTCH, ELIZABETH YARBROUGH and RHONDA S. MILLS, this 11th day of June, 1983.

Mary R. Kasser  
Notary Public

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAY 25 1985  
BOSTON - MAR. GENERAL INS. UNDERWRITERS


CERTIFICATION

I, the undersigned, do hereby certify:

THAT, I am the duly elected and acting secretary of the  
HARTSFIELD WOODS HOMEOWNERS ASSOCIATION, INC.  
a Florida corporation, and,

THAT the foregoing Bylaws constitute the original Bylaws of said  
Association, as duly adopted at a meeting of the Board of Directors  
thereof, held on the 11th day of June, 19 83.

IN WITNESS WHEREOF, I have hereunto subscribed my name and  
affixed the seal of said Association this 11th day of June, 19 83.

  
Secretary

Amendments to the Bylaws of  
Hartsfield Woods Homeowners Association, Inc.

As adopted on May 9, 1991

Received Apr-22-99 17:11  
FILES/DDD

From 850 488 6182 → KRM MANAGEMENT INC  
Fax:850-488-6182  
Apr 22 '99 17:15

Changes to the Bylaws as adopted by the members of Hartsfield Woods Homeowners Association, Inc. at the Special Meeting held May 9, 1991.

Changes to read as follows:

**Page 2, Article III, Section 4. Quorum.**

The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-fourth (1/4) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

**Page 7, Article VIII, Section 7. Multiple Offices.**

..... Treasurer, Item (d)

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; complete an annual audit of the Association books at the completion of each fiscal year, which shall be reviewed by at least three (3) additional members of the Board of Directors, and a statement completed and signed by said directors as to the validity of the books; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the members.

Grider

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS **OR1086PC2312**

THIS DECLARATION, made on the date hereinafter set forth by  
EQUITY RESOURCES, INC., a Florida corporation  
hereinafter referred to as "Declarant."

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in  
Leon County, State of Florida, which is more particularly  
described as:

HARTSFIELD WOODS, unrecorded, more particularly described  
on Exhibit "A" attached hereto and by reference made a  
part hereof;

61883  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

NOW, THEREFORE, Declarant hereby declares that all of the  
properties 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

HARTSFIELD WOODS HOMEOWNERS ASSOCIATION, INC., a Florida corporation,  
its successors and assigns.

Section 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 Properties, including  
contract sellers, but excluding those having such interest merely  
as security for the performance of an obligation.

DR1086PC2313

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean and refer to all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners, or covered by a grant of easement to the "Association" for that same purpose. The Common Area to be covered by a grant of easement to the Association at the time of conveyance of the first lot is described in Exhibit "B" attached hereto and by reference made a part hereof.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Areas, or in the event said subdivision is unrecorded, any parcel, plot or lot shown or depicted on that certain plat of the herein described property prepared by Matthews, Shoaf & Associates.

Section 6. "Declarant" shall mean and refer to EQUITY RESOURCES, INC., a Florida corporation  
its successor and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## 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 charge reasonable admission and other fees for the use of any recreational facility, if any, situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities, if any, by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) 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 right 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.

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 member(s) 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:

(a) When the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership; or

(b) On January 1, 1985.

*No more*

DR1086PC2315

ARTICLE IV

Covenant for Maintenance Assessments

Section 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 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 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, 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 Properties and for the improvement and maintenance of the Common Area.

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

ONE HUNDRED AND NO/100----- dollars (\$ 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. Special Assessments for Capital Improvements.

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 5. Notice and Quorum for Any Action Authorized Under Sections 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 a majority 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 one-half (1/2) of the required quorum at the preceding meeting. 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 must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

DR1086PC2317

Section 7. Date of Commencement of Annual Assessments:

Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. 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 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.

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 12 percent 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 any assessments thereafter becoming due or from the lien thereof.

OK1086PG2318

ARTICLE V

Land Use and Building Type

No lot shall be used except for residential purposes.

ARTICLE VI

Dwelling Size

No dwelling shall be permitted on any lot unless it is  
at least 600 square feet.

ARTICLE VII

Building Location

No building shall be located on any lot nearer to the  
front lot line or nearer to the side street than the minimum  
setback lines determined by the Leon County Building Codes.

ARTICLE VIII

Nuisances

*We define*  
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.

ARTICLE IX

Signs

*No Campaign  
signs*  
No sign of any kind shall be displayed to the public view  
on any lot except one sign of not more than ten square feet  
to advertise the property for sale or lease.

ARTICLE X

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  
household pets may be kept, provided they are not kept, bred or  
maintained for any commercial purpose.

DR1086PG2319

ARTICLE XI

Architectural Control

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE XII

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 in no wise 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 during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) 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 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 or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

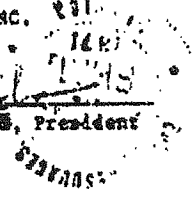
IN WITNESS WHEREOF, the undersigned, being the Declarant, herein, has hereunto set its hand and seal this 11th day of June, 1983.

Signed, sealed and delivered in our presence as witnesses:

Dona Hassfurter  
Mary R. Kuhn

EQUITY RESOURCES, INC.

By: Richard L. Pelham  
Richard L. Pelham, President



STATE OF FLORIDA ]  
COUNTY OF LEON ]

The foregoing instrument was acknowledged before me by RICHARD L. PELHAM, as President of EQUITY RESOURCES, INC., a Florida corporation, this 11th day of June, 1983.

Mary R. Kuhn  
Notary Public

My Commission expires:

5/28/85  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAY 25, 1985  
BOND \$10,000 GENERAL AND UNDERWRITER

Prepared by:  
Bruce Pelham, Esq.  
3000 Tower Court  
Tallahassee, Florida

Prepared by: Bruce Pelham, Esq.  
3000 Tower Court  
Tallahassee, Florida 32303

DR1086PE2321

EXHIBIT "A"

HARTSFIELD WOODS, unrecorded, more particularly described as follows:

Begin at an old concrete monument marking the Northeast corner of Lot 126 of said Plantation of the Florida Pecan Endowment Company and run thence South 00 degrees 24 minutes 18 seconds East along the East boundary of Lots 126 and 111 of said Plantation of the Florida Pecan Endowment Company a distance of 1461.26 feet to a concrete monument on the North boundary of the 66.00 foot right of way of Hartsfield Road, thence South 89 degrees 36 minutes 48 seconds West along said North right of way boundary 888.27 feet to a concrete monument on the West boundary of Lot 113 of said Plantation of the Florida Pecan Endowment Company, thence North 00 degrees 37 minutes 36 seconds West along the West boundary of said Lot 113 a distance of 714.90 feet to an old concrete monument marking the Northwest corner of said Lot 113 (also the Southeast corner of Lot 123 of the Plantation of the Florida Pecan Endowment Company), thence South 89 degrees 53 minutes 24 seconds West along the South boundary of Lots 121 and 122 of said Plantation of the Florida Pecan Endowment Company 584.42 feet to a concrete monument marking the Southwest corner of said Lot 122, thence North 00 degrees 27 minutes 56 seconds West along the West boundary of said Lot 122 a distance of 738.47 feet to a concrete monument marking the Northwest corner of said Lot 122, thence North 89 degrees 30 minutes 50 seconds East along the North boundary of Lots 122, 123, 124 and 125 of said Plantation of the Florida Pecan Endowment Company 1181.88 feet to a concrete monument marking the Northwest corner of said Lot 126 (also the northwest corner of Lot 126) of said Plantation of the Florida Pecan Endowment Company, thence North 89 degrees 01 minute 32 seconds East along the North boundary of said Lot 126 a distance of 294.56 feet to the Point of Beginning; containing 39.75 acres, more or less, and being situate in Section 21, Township 1 North, Range 1 West, Leon County, Florida.

[Hartsfield Woods  
60' easement (roadway)]

DM1086PC2322

EXHIBIT "B"

Commence at an Old Concrete monument marking the Northwest corner Lot 113 of the Plantation of the Florida Pecan Endowment Company as per plat recorded in Plat Book 1 at Page 4 of the Public Records of Leon County, Florida and run South 00 degrees 37 minutes 36 seconds along the West boundary of said Lot 113 a distance of 714.90 feet to a concrete monument on the North boundary line for Hartsfield Road, then North 89 degrees 42 minutes 09 seconds East along said North boundary line 88.20 feet to the Point of Curvature for a curve to the left and being the Point of Beginning. From said Point of Beginning run Northeasterly along said curve concave to the Northwest having a radius of 30.00 feet and a central angle of 90 degrees 06 minutes 27 seconds an arc distance of 47.18 feet to the Point of Tangency, then North 00 degrees 24 minutes 18 seconds West 789.27 feet to the Point of Curvature for a curve to the left, then Northwesterly along said curve concave to the Southwest having a radius of 30.00 feet and a central angle of 90 degrees 00 minutes 00 seconds an arc distance of 47.12 feet to the Point of Tangency, then South 89 degrees 35 minutes 45 seconds West 675.58 feet, then North 00 degrees 27 minutes 56 seconds West 60.00 feet, then North 89 degrees 35 minutes 42 seconds East 93.64 feet to the Point of Curvature for a curve to the left, then Northeasterly along said curve concave to the Northwest having a radius of 30.00 feet and a central angle of 90 degrees 00 minutes 00 seconds an arc distance of 47.12 feet to the Point of Tangency, then North 00 degrees 24 minutes 18 seconds West 324.00 feet to a point on a curve concave to the Southeast, then Northerly and Easterly along said curve having a radius of 50.00 feet and a central angle of 196 degrees 15 minutes 35 seconds an arc distance of 171.28 feet (chord of said arc bears North 44 degrees 35 minutes 42 seconds East 99.00 feet), then North 89 degrees 35 minutes 42 seconds East 727.00 feet, then South 00 degrees 24 minutes 18 seconds East 60.00 feet, then South 89 degrees 35 minutes 42 seconds West 400.00 feet to the Point of Curvature for a curve to the left, then Southwesterly along said curve concave to the Southeast having a radius of 30.00 feet and a central angle of 90 degrees 00 minutes 00 seconds an arc distance of 47.12 feet to the Point of Tangency, then South 00 degrees 24 minutes 18 seconds East 20.00 feet to a point on a curve concave to the North, then Southerly, Westerly and Northerly along said curve having a radius of 50.00 feet and a central angle of 286 degrees 15 minutes 37 seconds an arc distance of 249.81 feet (chord of said arc bears South 89 degrees 35 minutes 42 seconds West 60.00 feet), then North 00 degrees 24 minutes 18 seconds West 20.00 feet to the Point of Curvature for a curve to the left, then Northwesterly along said curve concave to the Southwest having a radius of 30.00 feet and a central angle of 90 degrees 00 minutes 00 seconds an arc distance of 47.12 feet to the Point of Tangency, then South 89 degrees 35 minutes 42 seconds West 187.00 feet to the Point of Curvature for a curve to the left, then Southwesterly along said curve concave to the Southeast having a radius of 30.00 feet and a central angle of 90 degrees 00 minutes 00 seconds an arc distance of 47.12 feet to the Point of Tangency, then South 00 degrees 24 minutes 18 seconds East 304.00 feet to the Point of Curvature for a curve to the left, then Southeasterly along said curve concave to the Northeast having a radius of 30.00 feet and a central angle of 90 degrees 00 minutes 00 seconds an arc distance of 47.12 feet to the Point of Tangency, then North 89 degrees 35 minutes 42 seconds East 462.00 feet to the Point of Curvature for a curve to the left, then Northeasterly along said curve concave to the Northwest, having a radius of 30.00 feet and a central angle of 90 degrees 00 minutes 00 seconds an arc distance of 47.12 feet to the Point of Tangency, then North 00 degrees 24 minutes 18 seconds West 40.00 feet to a point on a curve concave to the South, then northerly, easterly, and southerly along said curve having a radius of 50.00 feet and a central angle of 286 degrees 15 minutes 37 seconds an arc distance of 249.81 feet (chord of said arc bears North 89 degrees 35 minutes 42 seconds East 60.00 feet), then South 00 degrees 24 minutes 18 seconds East 949.49 feet to the Point of Curvature for a curve to the left, then Southeasterly along said curve concave to the Northeast having a radius of 30.00 feet and a central angle of 89 degrees 53 minutes 33 seconds an arc distance of 47.07 feet to the Point of Tangency, then South 89 degrees 42 minutes 09 seconds West 120.00 feet to the Point of Beginning.

# State of Florida



Department of State

*I certify that the attached is a true and correct copy of the Articles of Incorporation of HARTSFIELD WOODS HOMEOWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on October 19, 1983, as shown by the records of this office.*

*The charter number for this corporation is 770859.*

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
20th day of October, 1983.



CER-101

George Firestone  
Secretary of State



ARTICLES OF INCORPORATION  
OF

77(657)

HARTSFIELD WOODS HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, all of whom are residents of Leon County, Florida, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

SECRETARY OF STATE  
APR 13 3 11 PM '93

FILED

ARTICLE I

Name

The name of the corporation is  
HARTSFIELD WOODS HOMEOWNERS ASSOCIATION, INC.

hereinafter called the "Association."

ARTICLE II

Address

The principal office of the Association is located at  
3000 Tower Court, Tallahassee, Florida

ARTICLE III

Resident Agent

The initial resident agent of this Association is  
Richard L. Pelham whose address is 3000 Tower Court  
Tallahassee, Florida

ARTICLE IV

Purpose and Powers of the Association

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

HARTSFIELD WOODS, more particularly described on Exhibit "A" attached hereto and by reference made a part hereof.

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration," applicable to the property and recorded or to be recorded in the Office of the Clerk of Circuit Court, Leon County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed-in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell 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 has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer.

(f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

#### ARTICLE V

##### Membership

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

#### ARTICLE VI

##### Voting Rights

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 member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes of 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:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) On January 1, 1985.

ARTICLE VII

Board of Directors

The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Richard L. Pelham	Post Office Box 3286 Tallahassee, Florida 32315
Ed Banney	2211 Yaupon Drive Tallahassee, Florida
Gary Puett	Post Office Box 1248 Quincy, Florida
Kay Saunders	2419 Tamarack Drive Tallahassee, Florida
Bruce Pelham	3000 Tower Court Tallahassee, Florida
John Futch	3000 Tower Court Tallahassee, Florida
Angela G. Sexton	4507 Cascade Drive Tallahassee, Florida
Rhonda S. Mills	2855 Apalachee Parkway, Apt #-230 Tallahassee, Florida
Elizabeth Yarbrough	1504 Willow Wick Drive Tallahassee, Florida 32303

At the first annual meeting the members shall elect three Directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

ARTICLE VIII

Dissolution

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes. This procedure shall be subject to Court approval on dissolution pursuant to F.S. 617.05.

ARTICLE IX

Duration

The corporation shall exist perpetually.

ARTICLE X

Amendments

Amendment of these Articles shall require the assent of 75 percent (75%) of the entire membership.

ARTICLE XI

Bylaws

The Bylaws may be amended, altered or rescinded at a regular or special meeting of the members, by a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

In the case of any conflict between these Articles and the Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and the Bylaws, the Declaration shall control.

ARTICLE XII

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 or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

SECRETARY OF STATE  
JUN 31 1983

FILED

ARTICLE XIII

Subscribers and Officers

The subscribers, who shall also serve as officers of this corporation are as follows:

<u>Name</u>	<u>Office</u>	<u>Address</u>
Richard L. Pelham	President	Post Office Box 3286 Tallahassee, Florida
Ed Hanney	Vice President	2211 Yaupon Drive Tallahassee, Florida
Kay Saunders	Secretary-Treasurer	2419 Tamarack Drive Tallahassee, Florida

IN WITNESS WHEREOF, for the purpose of forming this corporation, under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation, this 11th day of June, 1983.

Signed, sealed and delivered in our presence as witnesses:

*[Handwritten signatures of witnesses]*

*[Signature: Richard L. Pelham]* (SEAL)  
 RICHARD L. PELHAM  
*[Signature: Ed Hanney]* (SEAL)  
 ED HANNEY  
*[Signature: Kay Saunders]* (SEAL)  
 KAY SAUNDERS

STATE OF FLORIDA }  
COUNTY OF LEON }

The foregoing Articles of Incorporation were acknowledged before me by RICHARD L. PELHAM, ED HANNEY and KAY SAUNDERS,

this 11th day of June, 1983.

Notary Public  
My Commission expires: \_\_\_\_\_

EXHIBIT "A"

HARTSFIELD WOODS, unrecorded, more particularly described as follows:

Begin at an old concrete monument marking the Northeast corner of Lot 126 of said Plantation of the Florida Pecan Endowment Company and run thence South 00 degrees 24 minutes 18 seconds East along the West boundary of Lots 120 and 111 of said Plantation of the Florida Pecan Endowment Company a distance of 1461.26 feet to a concrete monument on the North boundary of the 66.00 foot right of way of Hartsfield Road, thence South 89 degrees 36 minutes 48 seconds West along said North right of way boundary 888.27 feet to a concrete monument on the West boundary of Lot 113 of said Plantation of the Florida Pecan Endowment Company, thence North 00 degrees 37 minutes 36 seconds West along the West boundary of said Lot 113 a distance of 714.90 feet to an old concrete monument marking the Northwest corner of said Lot 113 (also the Southeast corner of Lot 123 of the Plantation of the Florida Pecan Endowment Company), thence South 89 degrees 53 minutes 24 seconds West along the South boundary of Lots 123 and 122 of said Plantation of the Florida Pecan Endowment Company 584.42 feet to a concrete monument marking the Southwest corner of said Lot 122, thence North 00 degrees 27 minutes 56 seconds West along the West boundary of said Lot 122 a distance of 738.47 feet to a concrete monument marking the Northwest corner of said Lot 122, thence North 89 degrees 30 minutes 50 seconds East along the North boundary of Lots 122, 123, 124 and 125 of said Plantation of the Florida Pecan Endowment Company 1181.68 feet to a concrete monument marking the Northeast corner of Lot 125 (also the Northwest corner of Lot 126) of said Plantation of the Florida Pecan Endowment Company, thence North 89 degrees 01 minute 32 seconds East along the North boundary of said Lot 126 a distance of 294.56 feet to the point of beginning; containing 39.75 acres, more or less, and being situate in Section 21, Township 1 North, Range 1 West, Leon County, Florida.

SECRETARY OF STATE

OCT 17 3 1 1903

FILED