

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR FOREST GLEN, A RECORDED SUBDIVISION IN
TALLAHASSEE, LEON COUNTY, FLORIDA

1366-1184

THIS DECLARATION, made on the date hereinafter set forth by the RODRIGUE FAMILY PARTNERSHIP, a Florida general partnership, hereinafter referred to as "Declarant."

Witnesseth:

WHEREAS, the Declarant is the owner of certain property in Leon County, Florida, which is more particularly described on Exhibit A, attached hereto and made a part hereof, and

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.

In addition to the property described on Exhibit A, Declarant, without the consent of the homeowners, may annex to this development additional land from the adjacent acreage, within five (5) years of the date of this instrument. The proposed annexation of additional property, if made, will become subject to assessments for their just share of association expenses. However, this plan of annexation shall not bind the Developer to make the proposed annexation, or to adhere to the plan in any subsequent development. Declarant further reserves the exclusive right to determine the location of all Lots on the annexed property. If subsequent property is annexed, the Developer will at that time grant an easement over that portion of the roadway located adjacent to the annexed property.

ARTICLE I -- DEFINITIONS

1) ASSOCIATION shall mean and refer to F.G.H.A., INC., a corporation not for profit, organized and existing under the laws of the State of Florida.

2) COMMITTEE shall mean and refer to the Architectural Control Committee more particularly outlined in Article VI of this Declaration.

3) 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, including the roadways within the subdivision and any easements for drainage and storm water retention reserved to the

Association. The Common Area to be owned by the Association at the time the first Lot is conveyed, is described on Exhibits A-1 and A-2, attached hereto and made a part hereof. **OR1366#1185**

4) DECLARANT shall mean and refer to the RODRIGUE FAMILY PARTNERSHIP, a Florida general partnership, Owner of the property described on Exhibit A.

5) DECLARATION shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Property, recorded in the Office of the Clerk of the Circuit Court in and for Leon County, Florida.

6) EAISEMENT shall mean the real property described on Exhibits A-1 and A-2, as well as that certain Grant of Easement given to Joyce B. McDowell by the Developer for ingress and egress over the roadway of FOREST GLEN, as recorded November 9, 1988, in Official Records Book 1348, at p. 560, public records of Leon County, Florida.

7) IMPROVEMENT shall mean and refer to all buildings, out-buildings, sheds, driveways, parking areas, fences, swimming pools, tennis courts, lights and utility pole lines and any other structure of any type or kind. Improvements to be placed on any lot require the approval of the Architectural Control Committee.

8) LIVING AREA shall mean those heated and air-conditioned areas which are completely finished as a living area, and shall not include garages, carports, porches, patios or storage areas.

9) LOT shall refer to a subdivided parcel of the real property described on Exhibit A, with the exception of the Common Area, held for sale by Declarant to the general public. The plat of the subdivision either has or will be recorded in the Public Records of Leon County, Florida. Additional residential property and Common Area may be annexed to the Properties, as described herein.

10) MAINTENANCE shall mean and refer to the exercise of reasonable care to keep the roads, landscaping, drainage, storm water retention facilities and other related improvements in good and functioning condition.

11) MEMBER shall mean and refer to every person or entity holding membership in the Association.

12) 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.

13) PROPERTIES shall mean and refer to the entire parcel of real property described on Exhibit A, as divided into lots as shown on the plat recorded in the Public Records of Leon County, Florida.

ARTICLE II
The Operating Entity--HOMEOWNERS' ASSOCIATION
F.G.H.A., INC.

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Section 1. A non-profit Florida corporation shall be established for the purpose of maintaining and administering the Common Area. The name of the operating entity shall be F.G.H.A., INC., a Florida corporation not for profit, hereinafter called the Association.

Section 2. The Association shall be responsible for the following:

1) operation and perpetual maintenance of the Common Area, including but not limited to maintenance of roads, easements and security systems, and including maintenance and upkeep of plants and vegetation on the common area, the fence and masonry wall at the entrance to FOREST GLEN, and utilities for the common area, including street lights, unless or until the City of Tallahassee or County of Leon accepts this responsibility from the Association.

2) administration and enforcement of the covenants and restrictions outlined herein;

3) collection and disbursement of the assessments and special charges hereinafter established;

4) promotion of the common interest of the owners in FOREST GLEN.

The Association shall have all the powers and duties granted to or imposed upon it by this Declaration, the Articles of Incorporation of the Association, a copy of which is attached as Exhibit B, and the Bylaws of the Association, a copy of which is attached as Exhibit C, as they may be amended from time to time. No modification of or amendment to the Bylaws or the Articles of Incorporation of said Association shall be valid unless set forth in or annexed to a duly recorded amendment to this Declaration. The Bylaws and the Articles of Incorporation may be amended in the manner provided for therein, but no amendment to the Articles or Bylaws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Lot or which would change the provisions thereof with respect to institutional mortgagees without written approval of all institutional mortgagees of record.

Section 3. MEMBERSHIP. Each Lot shall be entitled to one vote in all matters related to the operation of F.G.H.A., INC., and this Declaration, except that the Developer shall vote as set forth in Article III, Section 2.

(a) The 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

mortgagees of record. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to assessment by the Association.

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(b) IF a Lot is owned by more than one person, the member entitled to cast the vote appurtenant to said Lot shall be designated by the Owners of a majority interest in the Lot. A Voting Member must be designated by a statement filed with the Secretary of the Association in writing, signed under oath by the owners of a majority interest in a Lot of the persons entitled to cast the vote for all such members. The designation may be revoked and a substitute voting member designated at any time at least five (5) days prior to any meeting. In no event shall more than one vote be cast with respect to any Lot.

Section 4. The Association may adopt rules and regulations restricting the use of the Property. A copy of the original Rules and Regulations is included in the Bylaws, in Article VI, Section 1(a).

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 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 the Class A membership equal the total votes outstanding in the Class B membership; or

(b) On September 1, 1993.

Section 3. No member shall be entitled to vote unless such member has fully paid all assessments as provided for herein as shown by the books of the Association.

Covenant for Maintenance Assessments

Section 1. CREATION OF 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 to the Lot is deemed to covenant and agree to pay to the Association:

(1) annual assessments or charges;

(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 a reasonable attorney fee, shall be a charge on the land and shall be a continuing lien upon the Property, against which each assessment is made. Each such assessment, together with interest, costs and a reasonable attorney fee, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became 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 of FOREST GLEN and for the improvement and maintenance of the Common Area, including, but not limited to, the payment of taxes, insurance, replacement, maintenance, and for the cost of labor, equipment, materials, management and supervision.

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 \$300.00 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 fifteen percent (15%) 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 fifteen percent (15%) 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. The Association, in addition to the annual assessments authorized above, 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 Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 60 percent of all of the votes of each class of membership shall constitute a quorum. If the required 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 on which there is a single family residence ready for occupancy. Each of the lot owners shall pay 1/30 of the assessment for roadway maintenance, with 4/30 of said assessment being contributed by the four (4) lots presently owned by SOUTHLAND COMMERCIAL & DEVELOPMENT CORPORATION, a Florida corporation, pursuant to that certain agreement between Joyce B. McDowell and the Rodrigue Family Partnership, dated September 23, 1988, given in consideration of the Grant of Easement given to Joyce B. McDowell for ingress and egress over the roadway of FOREST GLEN, which is described on Exhibit A-1.

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. Lots owned by the Declarant shall not be subject to assessments until the sale of the first unit is closed. 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 30 days in advance of each annual assessment. 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 dues shall be payable semiannually, in advance, on January 1 and June 1, of each year. The first semiannual payment of dues shall be payable at closing.

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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 30 days after the due date shall bear interest from the due date at the maximum rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for in this Declaration 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 in this Declaration 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 of foreclosure 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 becoming due after foreclosure or from the lien thereof.

Section 10. Right of Declarant. Declarant shall be exempt from the payment of assessments against Lots owned by Declarant and held for sale in the normal course of business; provided, however, that this exemption shall not apply to lots owned by Declarant upon which a dwelling has been constructed, when the Certificate of Occupancy is issued, and provided, further, that Declarant's exemption from payment of assessments shall terminate upon termination of Class B membership in the Association or upon Declarant's written waiver of this exemption, whichever shall be first. Declarant covenants and agrees that so long as this exemption is in effect, Declarant shall pay on behalf of, or reimburse the Association, all expenses incurred by the Association in performance of duties hereunder, exclusive of reserves, in excess of the amount of assessments levied against owners other than Declarant; provided, however, that in no event shall Declarant be liable for payment of an amount in excess of the amount Declarant would be obligated to pay if this exemption from payment of assessments had not been in effect.

ARTICLE V

Common Easement -- Mutual Easement

Section 1. The Declarant hereby grants to each Lot, a

DECLARATION -- FOREST GLEN
PAGE 7 OF 18

non-exclusive perpetual easement of ingress and egress over and to the portion of the roadway which lies in front of the Lot. Within the easement described in the public records, no structure, plant or other object shall be placed or permitted to remain which may damage or interfere or change the direction or flow of drainage within the easement or interfere with the installation and maintenance of utilities or the safe passage of automobile traffic.

Section 2. The easement shall not be subject to transfer or conveyance except as an appurtenance to the Lots in FOREST GLEN.

Section 3. The Declarant specifically reserves an easement for the installation and maintenance of the roadway, water, sewer, telephone, drainage facilities, cable television and utilities. Any attempt to separate the easement from the title to the Lots shall be null and void.

Section 4. Utilities Easement. Declarant reserves unto itself a perpetual and alienable easement and right, on, over and under each lot to erect, maintain and use pipes, wires, cables, conduits, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water drainage facilities or other public conveniences or utilities on, in or over those portions of each lot or the common areas as may be reasonably required for utility line purposes; provided, however, that no such easement shall be applicable to any portion of such lot as may (1) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to this Declaration; or (2) such portion of a lot as may be designated as the site for a building on a plot plan for erection of a building which has been approved in writing. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of Declarant, but this reservation shall not be considered an obligation of Declarant to provide or maintain any such utility or service.

The City of Tallahassee shall not be responsible for utility trench lines or trench line failure.

ARTICLE VI

Architectural Control Committee

Section 1. 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 control 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 60 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.

Section 2. Membership. Until Declarant has completed the construction on all lots upon the described Property, the Declarant shall name the members of the Architectural Control Committee. When all single family residences have been completed, the Board of Directors of the Association shall then appoint successor members of the Architectural Control Committee.

Section 3. Procedures. Any approval requested of the Committee shall be made in writing and shall be submitted to the Committee at the principal office of the Association. Before any construction is undertaken, the lot owner or his representative shall lay out the dimensions of the structure on the site. This specific site plan, including a proposed landscaping plan, must be approved in writing by the Committee.

Within 10 days after the completion of construction of any improvement within FOREST GLEN, the owner, builder or other agent for the owner, shall give written notice to the Committee that the improvement is complete and ready for inspection. Within 30 days after receipt of said notification, the Committee shall inspect the improvement and shall notify the owner in writing as to any defects or deficiencies which are found. This response from the Committee shall include a statement as to the corrections which should be made to cure any such deficiencies so as to render the improvement in compliance with the approved plans and specifications. The owner shall be given a reasonable period within which to correct such deficiencies. After being given a reasonable opportunity to do so, the Committee shall make such recommendations to the Board as it deems necessary in enforcing compliance with the approved plans and specifications. In the event the Committee fails to inspect the improvement and notify the owner in writing as to the defects within 20 days after receiving notification from the owner, the improvement will be deemed in compliance with the plans and specifications previously approved.

Section 4 Administration. The Committee shall have the power to adopt rules and establish procedures not inconsistent

with the provisions of this Declaration, including, but not limited to construction and development standards as may be deemed necessary by the Committee to insure a quality development and to insure preservation of the discriminating qualities of the subdivision. The rules adopted by the Committee shall, among other requirements, require Classical style dwellings, painted the appropriate colors of the Classical fashion. The written request and submittal of plans and specifications required pursuant to Section 3 hereof, shall include, but not be limited to, a specific site plan, floor plans with elevations; accessory structures and features, including pool, deck plans, screen enclosures, mailboxes, fences and other pertinent structures; driveway and sidewalk locations; specific grading and clearing and landscaping plan, color scheme designating the precise color of all exterior surfaces, and exterior materials to be used. The Committee may disapprove a plan for lack of artistic style or discriminating quality. For example, the Committee may disapprove a plan because it is too square or "box-like", because the roof is too flat, because there is insufficient landscaping, or for any other reason that the Committee in its sole discretion, may deem appropriate. In addition to the basic roof and wall colors, the rendering or color scheme shall include, but not be limited to, the color of the trim, gutters, windows, shutters, decks, porches and all other exposed surfaces. The Committee, in its sole discretion, may disapprove a color scheme on the grounds that it is not in conformity with the discriminating character of the development. The Committee shall also disapprove any aluminum windows, doors or similar structures using aluminum. No pipes, wires or other appurtenances underneath or adjoining a structure shall be exposed, but shall be encased or housed as part of the overall construction project.

ARTICLE VII

Use of Lots

Section 1. The Property shall be subdivided into no more than 29 lots. Declarant reserves the exclusive right to determine the location of all lots in the development, which includes the right to alter the location of the lots described on the exhibits attached hereto.

Section 2. In addition to the other obligations and duties set out in this Declaration, no Lot Owner shall:

1) Use or permit the use of his single family residence for any purpose other than as a residence.

2) Permit or suffer anything to be done or kept in his single family residence which will increase the insurance rates of his single family residence or the Common Area, or which

or commit, permit or suffer any nuisance or illegal act in his single family residence or on the Common Area. **TR1366P1194**

3) Fail to conform to and abide by the Bylaws and Rules and Regulations with regard to use of the Common Area which may be adopted in writing from time to time by the Association and to see that all persons using a Lot Owner's property by, through or under him do likewise.

4) Attempt to exempt himself from liability for his contribution toward the Common Expenses by waiver of the use and enjoyment of the Common Area, or by the abandonment of his Lot.

5) Allow his tenants, if any, to conduct themselves in a manner deemed obnoxious or a nuisance to the adjoining property owners or their tenants. If the Lot Owner shall allow such conduct from his tenants, then the adjoining Lot Owner shall so inform the Lot Owner or the property manager and the Lot Owner or the property manager shall immediately remove from the premises the tenant creating the nuisance or obnoxious activity.

6) Allow any noxious or offensive trade or activity to be carried on upon any Lot or allow anything be done which may be or may become an annoyance or nuisance to the owners of the Lots in FOREST GLEN.

7) Allow livestock, animals or poultry to be raised, bred or kept on any Lot, except dogs, cats and other household pets, provided that they are not kept, bred or maintained for any commercial purposes. Dogs must be kept on a leash at all times. Any animal creating a nuisance or annoyance in the neighborhood shall constitute a nuisance and shall result in the Association taking whatever action is appropriate to remove such nuisance.

8) Allow his Lot to be used as a business or business office open to the general public. The Declarant, however, may operate a sales office on the premises until all lots are sold.

The subdivision shall be occupied and the lots within the subdivision shall be used only as follows:

1) All dwellings must be of the Classical style of architecture.

2) No mobile homes shall be allowed on the property.

3) No building shall be erected within 25 feet of the front property line or 25 feet of the rear lot line, or within 5 feet of either side of the property line. Declarant or the Committee shall have the right in their discretion to vary these setback restrictions where strict enforcement will result in unnecessary burden.

4) No dwelling shall be constructed that contains less than 1,600 square feet of living area, exclusive of porches and garages. Once construction starts, work shall be pursued diligently until completed.

5) Each dwelling shall have a functional carport or garage. DR1366P1195

6) No trailer, travel trailer, motor home, basement, tent, shack, garage, barn or other outbuilding shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be located on any building site at any time. Boats, trailers, campers or other vehicles shall be parked or stored within the garage or placed behind the residence; however, in no event shall the vehicles be visible from the street which runs in front of the property.

7) All driveways shall be constructed of concrete.

8) The size, location, design and type of materials for all mail boxes, paper boxes or other receptacles, must be approved by the Committee.

9) No on-street parking of vehicles shall be allowed, including, but not limited to, boats, motor homes, automobiles or trailers, unless such parking is necessary under unusual circumstances, such as a large party or reception.

10) All personal property kept on a lot shall be either kept and maintained in a proper storage facility or shall be stored at the rear of the home. However, nowhere on the property shall this provision be construed to permit junk cars, old appliances, or the like from being kept anywhere on the property, including in the front, on the side or to the rear of the property. Any personal property, if it is to be stored on the lot, is to be stored in a completely enclosed structure approved by the Committee. Among other remedies and after 30 days notice to owner, the Association may come upon the lot to remove the property being stored in violation of this provision, all at the expense of the owner, which shall constitute a lien against said property. An automobile or other vehicle shall be considered "junk car" under this provision if it is immobile for a period of 30 days or longer or does not have a current license tag.

ARTICLE VIII

Property Rights

Section 1. Owner's 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:

(1) the right of the Association to dedicate, transfer or mortgage 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, transfer or mortgage shall be effective unless an instrument agreeing to such dedication or transfer, signed by

two-thirds (2/3) 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 to the members of his family, his tenants, or contract purchasers who reside on the property.

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ARTICLE IX

Common Expenses

The following expenses are expressly declared to be expenses of the Association:

- 1) Maintenance and upkeep of the roadway;
- 2) Maintenance and upkeep of plants and vegetation on the common area, including maintenance of the fence and masonry wall at the entrance to FOREST GLEN;
- 3) Maintenance and upkeep of drainage facilities serving more than one Lot;
- 4) Payment of utilities for common areas, including utilities for street lights;
- 5) Any other expenses approved by the Board of Directors which shall be incurred for the exclusive purpose of promoting the health, safety and welfare of the owners of the Lots. Any expense approved by the Directors which is rejected by an affirmative vote of two-thirds (2/3) of the voting members present or by proxy, at a duly-noticed meeting attended by a quorum of the voting members, a quorum meaning a majority of the members of the Association, shall not be paid as a common expense of the Association.

ARTICLE X

Maintenance and Alterations

Section 1. Each Lot Owner agrees as follows:

- 1) To maintain his single family residence and the entire interior of the single family residence, in good and tenantable condition.

- 2) To maintain the surrounding area of his Lot, and the landscaping within his Lot, in good and tenantable condition.

Section 2. In the event the Lot owner fails to maintain his single family residence or Lot as required in this Declaration, or otherwise violates or threatens to violate the provisions of this Declaration, the Association shall have the right to:

- 1) proceed in a Court of Equity for an injunction to seek compliance, or
- 2) in lieu of litigation, or in addition to litigation, to levy an Assessment against the Lot owner and the Lot for such necessary sums as to remove any unauthorized addition or alteration, and to restore the property to good addition or alteration, and to restore the property to good

condition and repair, or

3) after approval by two-thirds (2/3) vote of the Board of Directors to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. **¶1366¶1197**

Section 3. The Association shall be responsible for the maintenance, repair and replacement of the Common Area, provided that if any repairs or replacements are made necessary because of abuse or negligent use of the easement by a Lot owner, the cost of such repair or replacement may be assessed against such Lot owner. Any Assessment made pursuant to this Section or pursuant to Section 2 of this Article shall be enforceable in the same manner as provided for the enforcement of Assessments in Article IV of this Declaration.

ARTICLE XI

Insurance

Section 1. The Association shall maintain comprehensive public liability insurance and property damage insurance covering all of the Common Area and insuring the Association in such amounts as the Association determines necessary. Premiums for such insurance shall be paid for by the Association.

Section 2. The Association must have a blanket fidelity bond for anyone who either handles or is responsible for funds held or administered by the Association. Premiums are paid as a common expense by the Association.

Section 3. The fidelity bond should cover the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in force. The fidelity bond coverage must at least equal the sum of three months assessments on all Lots in the development. The bonds must include a provision that calls for 10 days written notice to the Association or insurance trustee before the bond can be canceled or substantially modified for any reason.

ARTICLE XII

Reconstruction and Repair

Section 1. Reconstruction or Repair After Casualty. In the event the Common Area or single family residences are damaged by any casualty, whether such damage is insured against or not, the Common Area shall be repaired or reconstructed by the Association, and the single family residence shall be repaired or reconstructed by the Lot Owner who has record title to the single family residence.

Section 2. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Classical style

dwelling, according to plans and specifications approved by the Board of Directors of the Association, and by not less than two-thirds (2/3) of the voting members present or by proxy, at a duly-noticed meeting attended by a quorum of the voting members, a quorum meaning a majority of the members of the Association, including the owners of all damaged single family residences, which approval shall not be unreasonably withheld.

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ARTICLE XIII
DECLARANT'S DEVELOPMENT RIGHTS

Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, his transferees, or his or their contractors or subcontractors from doing or performing on all or any part of FOREST GLEN actually owned or controlled by Declarant or his transferees or upon the common areas, whatever it determines to be reasonably necessary or advisable in connection with the completion of the development of the property, including, without limitation:

- 1) Erecting, constructing and maintaining thereon such structures and vehicles as may be reasonably necessary for the conduct of Declarant's business of completing and establishing the property as a residential community and disposing of the same in lots by sale, lease or otherwise.
- 2) Conducting thereon his business of completing and establishing the property as a residential community and disposing of the property in lots.
- 3) Maintaining such signs thereon as may be reasonably necessary in connection with the sale of the lots.
- 4) Provided, however, that operations being conducted under Paragraphs (1), (2), and (3), above, shall be permitted upon only those parts of FOREST GLEN owned or controlled by the party causing or conducting said operations, and the common areas.

ARTICLE XIV
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 contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability of Provisions. If any term, covenant, provision, phase or other element of this Declaration is held invalid by judgment or court order, such holding shall not be deemed to effect, alter, modify or impair in any manner

whatsoever any other term, provision, covenant, or element of this Declaration, and said other provisions shall remain in full force and effect.

Section 3. Provisions of Declaration--Binding Effect. All provisions of this Declaration are intended to be and shall be construed as covenants running with the land and of every part of the land, including, but not limited to, every Lot and the appurtenances to every Lot; and, every Lot Owner and claimant of the Property or any part of the Property, or of any interest in the Property, and his heirs, executors, administrators, successors and assigns, whether he has acquired his ownership by purchase, gift, conveyance or transfer by operation of law or otherwise, shall be bound by all of the provisions of this Declaration.

Section 4. Attorney Fees. Should the Association find it necessary to employ an attorney to enforce any obligation of a Lot Owner under this Declaration, the offending Lot Owner shall reimburse the Association for reasonable attorney fees incurred by it in connection with such default.

Section 5. Notices.

1) Lot Owners. Whenever notices are required to be sent to Lot Owners, such notices may be delivered either personally or by mail, addressed to such Lot Owner's address, unless the Lot Owner has, by written notice duly received, specified a different address. Proof of such mailing or personal delivery by the Association shall be given by Affidavit of the person mailing or personally delivering said notices.

2) Association. Notices to the Association shall be delivered by mail to the Secretary of the Association or at the Secretary's single family residence, or in the event of the Secretary's absence, then to the President of the Association at his single family residence, and in his absence, any member of the Board of Directors of the Association.

3) Mail. All notices shall be deemed and considered to have been given when deposited in the United States Mail, postage prepaid, and addressed as aforesaid. Any party may change his or its mailing address by written notice. Notices required to be given the personal representative of a deceased owner or devisee when there is no personal representative, may be delivered either personally or by mail to such party at his or its address appearing in the records of the estate of such deceased Owner is being administered.

Section 6. Gender. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the

Property.

13661200

Section 7. Captions. The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration.

Section 8. Acceptance by Association. The Association by its execution of this Declaration, approves the foregoing and all of the covenants, terms and conditions, duties and obligations of this Declaration and attached Exhibits. The Lot Owners, by virtue of their acceptance of the Deed of Conveyance as to their Lot, and other parties by virtue of their occupancy of Lots, approve the foregoing and all of the terms and conditions, duties and obligations set forth in this Declaration.

Section 9. Annexation. Additional residential property and Common Area may be annexed to the Properties pursuant to p. 1, Paragraph (1), of this Declaration.

Section 10. 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 this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first 20-year period by an instrument signed by not less than 75 percent of the Lot owners, and subsequently, by an instrument signed by not less than 60 percent of the Lot Owners. Any amendment must be recorded in the public records of Leon County, Florida.

Section 11. 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 set its hand and seal on this 9th day of March, 1989.

SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE AS WITNESSES:

Mark C. Rodrigue

Shelly Wise

RODRIGUE FAMILY PARTNERSHIP,
a Florida general partnership

Mark C. Rodrigue
MARK C. RODRIGUE
Managing Partner

Sara A. Rodrigue
SARA A. RODRIGUE
Managing Partner

THE ASSOCIATION:

F.G.H.A., INC., a Florida
corporation

By: 
MARK C. RODRIGUE
PRESIDENT

Attest: 
SARA A. RODRIGUE
SECRETARY-TREASURER

STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME personally came and appeared MARK C. RODRIGUE and SARA A. RODRIGUE, as Managing Partners of the RODRIGUE FAMILY PARTNERSHIP, a Florida general partnership, the Developer, and MARK C. RODRIGUE and SARA A. RODRIGUE, as President and Secretary-Treasurer, respectively, of F.G.H.A., INC., a Florida corporation to me well known and known to me to be the persons described in and who executed the foregoing instrument on behalf of the Association, and they acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and seal on this 27 day of March,

1989.


NOTARY PUBLIC

Notary Public, State of Florida
My Commission Expires Oct. 3, 1989
Bonded thru Troy Fain - Insurance Inc.



A 7.09 ACRE PARCEL

IN

SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 EAST
LEON COUNTY, FLORIDA

IR1366PM1202

All that certain piece or parcel of land situate, lying and being in Township 1 North, Range 1 East, in said County of Leon and described as follows: Commence at a nail in terra cotta and concrete post on the North boundary line of property owned by J. Frank Johnson, deceased, during his life time, approximately 2804.8 feet North and 1621.0 feet East of the Southwest corner of Section 19, of said township and range, which point shall be the POINT OF BEGINNING of the property herein conveyed; run thence South approximately 1371.0 feet to a stake; thence West along the South boundary line of property owned by J. Frank Johnson, deceased, 150.00 feet to a stake; thence North approximately 235.00 feet to an iron pipe; thence run West 164.00 feet to an iron pipe; thence run North 1136.00 feet to a stake on the Northern boundary line of the property owned by J. Frank Johnson; thence East along said boundary 314.00 feet to the POINT OF BEGINNING; containing 9.0 acres, more or less.

LESS AND EXCEPT the following described property, to-wit: Begin at monument 2811.84 feet North of and 1622.15 feet, more or less, East of Southwest corner of Section 19, Township 1 North, Range 1 East and run South 417.5 feet to iron pipe, West 208.75 feet to iron pipe, North 417.5 feet to iron pipe, East 208.75 feet to POINT OF BEGINNING; containing 2.0 acres as described in Official Record Books 223, Page 335 and Book 250, Page 239 of the Public Records of Leon County, Florida; being more particularly described as a product of recent survey as follows:

Commence at a terra cotta and concrete post, said post being the Northwest corner of Lot 16, Block "A" Glendale Subdivision as per map or plat thereof recorded in Plat Book 2, Page 63 of the Public Records of Leon County, Florida said point also being 2804.8 feet North and 1621.0 feet East of the Southwest corner of Section 19, Township 1 North, Range 1 East, Leon County Florida and thence run South 00 degrees 17 minutes 30 seconds East along the Westerly boundary line of said subdivision 417.50 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 00 degrees 17 minutes 30 seconds East 937.15 feet along said subdivision to a point on the North right-of-way of Bradford Road; thence along said right-of-way South 89 degrees 30 minutes 11 seconds West 149.82 feet to a point, said point being the Southeast corner of property described in O.R. Book 295, Page 153; thence leaving said right-of-way run North 00 degrees 27 minutes 25 seconds West along the Easterly boundary line of said property 234.98 feet to a concrete monument marking the Northeast corner of said property; thence South 89 degrees 36 minutes 51 seconds West 163.44 feet to a concrete monument on the Eastern boundary of property described in O.R. Book 1150, Page 1387; thence North 00 degrees 24 minutes 58 seconds West 481.51 feet along said property to a concrete monument; thence North 00 degrees 33 minutes 58 seconds West 31.64 feet to a concrete monument marking the Southeast corner of the property described in O.R. Book 1071, Page 936; thence North 00 degrees 27 minutes 12 seconds West 609.70 feet along said property to a concrete monument marking the Northeast corner of said property; thence South 89 degrees 51 minutes 48 seconds East 108.12 feet; thence South 00 degrees 17 minutes 30 seconds East 417.06 feet along property described in O.R. Book 223, Page 335; thence North 89 degrees 42 minutes 30 seconds East 208.75 feet along properties described in O.R. Book 223, Page 335 and O.R. Book 250, Page 239 to the POINT OF BEGINNING; containing 6.92 acres, more or less.

DESCRIPTION OF OVERLAP

Commence at a terra cotta and concrete post, said post being the Northwest corner of Lot 16, Block "A" Glendale Subdivision as per map or plat thereof recorded in Plat Book 2, Page 63 of the Public Records of Leon County, Florida, said point also being 2804.8 feet North and 1621.0 feet East of the Southwest corner of Section 19, Township 1 North, Range 1 East Leon County, Florida and thence run South 00 degrees 17 minutes 30 seconds East 1354.65 feet along the Western boundary of said Glendale Subdivision to a concrete monument on the Northern right-of-way of Bradford Road; thence along said right-of-way South 88 degrees 30 minutes 11 seconds West 149.82 feet; thence leaving said right-of-way North 00 degrees 27 minutes 25 seconds West 211.66 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 27 minutes 25 seconds West 23.32 feet; thence South 89 degrees 36 minutes 51 seconds West 163.44 feet; thence South 00 degrees 25 minutes 31 seconds East 20.58 feet; thence South 89 degrees 25 minutes 40 seconds East 163.48 feet to the POINT OF BEGINNING; containing .08 acre, more or less.

Commence at a terra cotta and concrete post, said post being the Northwest corner of Lot 16, Block "A" Glendale Subdivision as per map or plat thereof recorded in Plat Book 2, Page 63 of the Public Records of Leon County, Florida, said point also being 2804.8 feet North and 1621.0 feet East of the Southwest corner of Section 19, Township 1 North, Range 1 East, Leon County, Florida and thence run South 00 degrees 17 minutes 30 seconds East along the Westerly boundary line of said subdivision 1223.10 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 00 degrees 17 minutes 29 seconds East 131.55 feet to a point on the North right-of-way of Bradford road; thence South 89 degrees 30 minutes 10 seconds West along said right-of-way 65.00; thence leaving said right-of-way North 00 degrees 17 minutes 30 seconds West 131.75 feet to a point of curve to the left; thence along said curve with a radius of 20.00 feet through a central angle of 57 degrees 04 minutes 27 seconds for an arc distance of 19.92 feet (chord of said arc being North 28 degrees 49 minutes 41 seconds West 19.11 feet); thence North 57 degrees 21 minutes 50 seconds East 102.79 feet; thence North 00 degrees 27 minutes 26 seconds West 6.90 feet; thence North 89 degrees 26 minutes 32 seconds West 7.04 feet to a point on a curve concave to the Northeast; thence along said curve with a radius of 80.00 feet through a central angle of 44 degrees 04 minutes 57 seconds for an arc length of 61.55 feet (chord of said arc being North 22 degrees 19 minutes 59 seconds West 60.04 feet); thence North 00 degrees 17 minutes 30 seconds West 419.58 feet to a point of curve to the left; thence along said curve with a radius of 170.00 feet through a central angle of 06 degrees 06 minutes 56 seconds for an arc length of 18.16 feet; thence North 06 degrees 24 minutes 25 seconds West 84.85 feet to a point of curve to the left with a radius of 45.00 feet through a central angle of 47 degrees 00 minutes 50 seconds for an arc length of 36.92 feet (chord of said arc being North 29 degrees 54 minutes 53 seconds West 35.90 feet) to a point of reverse curve; thence along said curve with a radius of 65.00 feet through a central of 105 degrees 08 minutes 59 seconds for an arc length of 119.29 feet (chord of said arc being North 00 degrees 50 minutes 48 seconds East 103.18 feet); thence North 00 degrees 17 minutes 30 seconds West 13.76 feet; thence North 89 degrees 42 minutes 34 seconds East 58.18 feet; thence South 06 degrees 24 minutes 26 seconds East 8.16 feet to a point on a curve concave to the West; thence along said curve with a radius of 60.00 feet through a central angle of 112 degrees 23 minutes 27 seconds for an arc length of 117.70 feet (chord of said arc being South 15 degrees 36 minutes 17 seconds East 99.71 feet) to a point of reverse curve; thence along said curve with a radius of 50.00 feet through a central angle of 47 degrees 00 minutes 50 seconds for an arc length of 41.03 feet (chord of said arc being South 17 degrees 05 minutes 58 seconds West 39.98 feet); thence South 06 degrees 24 minutes 25 seconds East 84.85 feet to a point of curve to the right; thence along said curve with a radius of 225.00 feet through a central angle of 06 degrees 06 minutes 56 seconds for an arc length of 24.02 feet (chord of said arc being South 03 degrees 20 minutes 58 seconds East 2400 feet); thence South 00 degrees 17 minutes 30 seconds East 419.58 feet to a point of curve to the left; thence along said curve with a radius of 25.00 feet through a central angle of 57 degrees 04 minutes 12 seconds for an arc length of 24.90 feet (chord of said arc being South 28 degrees 49 minutes 42 seconds East 23.89 feet); thence South 57 degrees 21 minutes 50 seconds East 94.55 feet to a point of curve to the right; thence along said curve with a radius of 75.00 feet through a central angle of 57 degrees 04 minutes 18 seconds for an arc length of 74.71 feet (chord of said arc being South 28 degrees 49 minutes 40 seconds East 71.66 feet) to the POINT OF BEGINNING.

FOREST GLEN SUBDIVISION

(UNRECORDED)

15-FOOT UTILITY BASEMENT

IR1366ff1204

COMMENCE at a terra cotta and concrete post, said post being the Northwest corner of Lot 16, Block "A" Glendale Subdivision as per map or plat thereof recorded in Plat Book 2, Page 63, of the Public Records of Leon County, Florida, said point also being 2804.8 feet North and 1621.0 feet East of the Southwest corner of Section 19, Township 1 North, Range 1 East, Leon County, Florida and thence run South 00 degrees 17 minutes 30 seconds East along the Westerly boundary line of said subdivision 1354.65 feet to a point on the North right-of-way of Bradford road; thence South 89 degrees 30 minutes 12 seconds West 134.82 feet along said right-of-way to the Point of Beginning. From said Point of Beginning continue along said right-of-way South 89 degrees 30 minutes 12 seconds West 15.00 feet; thence leaving said right-of-way North 00 degrees 27 minutes 26 seconds West 204.75 feet; thence South 00 51 degrees 21 minutes 50 seconds East 17.90 feet; thence South 00 51 degrees 27 minutes 26 seconds East 194.97 feet to the Point of Beginning.

FOREST GLEN SUBDIVISION

(UNRECORDED)

20-FOOT DRAINAGE EASEMENT

COMMENCE at a terra cotta and concrete post, said post being the Northwest corner of Lot 16, Block "A" Glendale Subdivision as per map or plat thereof recorded in Plat Book 2, Page 63, of the Public Records of Leon County, Florida, said point also being 2804.80 feet North and 1621.0 feet East of the Southwest corner of Section 19, Township 1 North, Range 1 East, Leon County, Florida and thence run South 00 degrees 17 minutes 30 seconds East along the Westerly boundary line of said subdivision 743.60 feet to the Point of Beginning. From said Point of Beginning run thence South 89 degrees 42 minutes 30 seconds West 20.00 feet; thence South 00 degrees 17 minutes 30 seconds East 692.61 feet to a point on a curve concave to the Northwest; thence Southwesterly along said curve with a radius of 75.00 feet through a central angle of 42 degrees 60 minutes 03 seconds for an arc length of 56.07 feet (chord of said arc being South 21 degrees 42 minutes 32 seconds East 54.77 feet); thence North 00 degrees 17 minutes 30 seconds West 743.60 feet to the Point of Beginning.

EXHIBIT A-2

COMMON AREA

State of Florida



36611205

Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of F.G.H.A., INC., a corporation organized under the Laws of the State of Florida, filed on March 10, 1989, as shown by the records of this office.

The document number of this corporation is N31111.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 10th day of March, 1989.



Jim Smith
Secretary of State



CR2E022 (8-87)

ARTICLES OF INCORPORATION

OF

F.G.H.A., INC.

136611206

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is F.G.H.A., INC., hereinafter called the "Association".

ARTICLE II

The principal office of the Association is 710 Richmond Street, Tallahassee, Florida.

ARTICLE III

Mark C. Rodrigue, whose address is 710 Richmond Street, Tallahassee, Florida, is the initial registered agent of this Association.

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 named FOREST GLEN, located in Tallahassee, Leon County, Florida, 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 the Circuit Court of 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 semiannually, and in advance at closing, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office or 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 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 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 non-profit 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 Laws of the State of Florida by law may now or hereafter have or exercise;

(h) file all applicable federal income tax returns.

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 a 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 shall be the Declarant (as defined in the Declaration), who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(1) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(2) On August 1, 1993.

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 the common area, dedication of Common Area, and amendment of these Articles of Incorporation.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) 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:

Mark C. Rodrigue
710 Richmond Street
Tallahassee, FL 32301

TR1366#1208

Sara A. Rodrigue
710 Richmond Street
Tallahassee, FL 32301

Michael Rodrigue
710 Richmond Street
Tallahassee, FL 32301

At the first annual meeting the members shall elect three (3) directors for a term of one year.

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 non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX
DURATION

The corporation shall exist perpetually.

ARTICLE X
AMENDMENTS

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

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 on the 9th day of March, 1989.

136611209

Mark C. Rodrigue
MARK C. RODRIGUE

Sara A. Rodrigue
SARA A. RODRIGUE

Michael Rodrigue
MICHAEL RODRIGUE

RECEIVED
CLERK OF STATE
STATE OF FLORIDA
TALLAHASSEE, FLORIDA
MAY 10 1989
27

FILED

STATE OF FLORIDA

COUNTY OF LEON

BEFORE ME personally appeared MARK C. RODRIGUE, SARA A. RODRIGUE, and MICHAEL RODRIGUE, to me well known and known to me to be the persons outlined in the foregoing instrument and they acknowledged to and before me that they executed said instrument for the purposes therein expressed.

March WITNESS my hand and official seal on this 9th day of 1989.

Shirley Wise
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Oct. 3, 1989
Bonded thru Troy Fair - Insurance Inc.

ACCEPTANCE AS REGISTERED AGENT

I HEREBY CONSENT TO SERVE AS REGISTERED AGENT OF F.G.H.A., INC., FOR THE PURPOSE OF ACCEPTING SERVICE OF PROCESS.

Mark C. Rodrigue
MARK C. RODRIGUE

BYLAWS OF
F.G.H.A., INC.

ARTICLE I

NAME AND LOCATION

IR1366M1210

The name of the corporation is F.G.H.A., INC., hereinafter called "Association." The principal office of the corporation shall be 710 Richmond Street, Tallahassee, Florida, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. Association shall mean and refer to F.G.H.A., INC., a Florida corporation.

Section 2. Common Area shall mean all of the real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners.

Section 3. Declarant shall mean and refer to the RODRIGUE FAMILY PARTNERSHIP, a Florida general partnership, 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 4. Lot shall mean and refer to a building site, with the exception of the Common Area, as shown on Exhibit A of the Declaration, not to exceed 29 building sites.

Section 5. 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.

Section 6. 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 7. Declaration shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of FOREST GLEN, applicable to the Properties recorded in the Office of the Clerk of the Circuit Court in and for Leon County, Florida.

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

ARTICLE III

BOARD OF DIRECTORS: SELECTION, TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three (3) directors to serve for the ensuing year.

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, the director's successor shall be selected by the remaining members of the Board and shall serve for the unexpired term.

1366PM1211
Section 4. Compensation. Directors shall receive no compensation for any services rendered to the Association. However, directors may be reimbursed for their actual expenses incurred in the performance of their 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 IV

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 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 V

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held annually 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, 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 done or decision made by a majority of the directors present at a duly-noticed meeting at which a quorum is present, shall be regarded as the act of the Board.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

OR1366P1212

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

(a) propose rules and regulations governing the use of the Common Easement and facilities and the personal conduct of the members and their guests, and to establish penalties for the infraction of these rules and regulations. A two thirds (2/3) affirmative vote of the voting members present or by proxy, at a duly-noticed meeting attended by a quorum of the voting members, a quorum meaning a majority of the members of the Association, shall be required to adopt the rules and regulations proposed by the Board of Directors. The initial rules and regulations for FOREST GLEN are as follows:

1. The Lots shall be used only for residential purposes. Use of the Lot shall be consistent, and in compliance with existing laws. Each Lot Owner shall comply with and abide by all rules and regulations hereafter adopted from time to time by the various boards and/or committees of the Association.
2. Lot Owners shall not use or permit the use of their premises in a manner to create excessive noise, excessive vibration, or other result which may be deemed to be obnoxious activity. No Lot Owner shall do or permit anything done by himself, his family, servants, employees, agents, guests, and licensees that will interfere with the rights, comforts or conveniences of the Lot Owners. No Lot Owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated, a phonograph, television, radio or sound amplifier, in such manner as to disturb or annoy other occupants of the Property. All parties shall lower the volume of all of the foregoing or any similar device as of 10:00 p.m., of each day.
3. All guests and permitted lessees must follow all Lot Owner rules and regulations and it will be up to the Lot Owners to see that their guests and permitted lessees abide by the same.
4. The Common Area shall not be obstructed, littered, defaced, or misused in any manner.
5. No structural changes or alterations shall be made in any Lot, or to any of the Common Area except as provided in the Declaration of Covenants, Conditions and Restrictions of FOREST GLEN.
6. All of the restrictions, limitations, and obligations of members as provided in the Declaration of Covenants, Conditions and Restrictions of FOREST GLEN are incorporated herein by reference and apply to all members of the Association.
7. Nothing shall be hung or displayed on the outside of the walls of the building, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof, or any other part of the Property thereof, except with the approval of the Board of Directors.
8. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, or upon any Lot, or the Property by any Lot Owner or occupant without written permission of the

Association. The foregoing includes signs within a Lot which are visible from outside the Lot.

9. The Common Area of the Property shall be kept free and clear of rubbish, debris, and other unsightly material.

10. No Lot Owner shall allow anything whatsoever to fall from the windows, porches, patios, entry ways or doors, nor shall he sweep or throw any dirt or other substance from his Lot onto the Common Area of the Property.

11. No Lot Owner shall store or leave boats or trailers on the Common Area.

12. Complaints regarding maintenance shall be made in writing to the Board of Directors.

13. There shall not be kept in any Lot any inflammable, combustible, or explosive fluid, material, chemical or substance except for normal residential use.

14. In case of any emergency originating in or threatening any of the Lots, the Board of Directors of the Association or any other person authorized by it, shall have the right to enter such Lot for the purpose of remedying or abating the cause of such emergency, and such right of entry in the event of any such emergency, shall be immediate.

15. No Lot Owner shall use or allow any Lots to be used for any type activity which would allow animals to be housed or cared for, temporarily or permanently, in a commercial operation.

16. Dogs and cats must be leashed or hand carried at all times when they are outside the owner's Lot, and shall be led or carried to the walk area. If said animal defecates within the Common Area, the owner shall clean up such deposits and place them in the rubbish disposal units. In no event shall the animal cause a nuisance or disturbance of any kind. This provision shall be strictly enforced.

17. No vehicle which cannot operate on its own power shall remain on any Lot for more than twenty-four (24) hours, and no repair of vehicles shall be made on the Property. There will be no washing or hosing of automobiles in Common Area.

18. Employees of the Association or management firm shall not be sent off the Property by any Lot Owner at any time for any purpose. No Lot Owner or resident shall direct, supervise, or in any manner attempt to assert any control over the employees of the Association or any management company.

(b) 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;

(c) 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

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

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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 of these actions 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 to assessment, 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;

(h) upon written request F.G.H.A., Inc., identifying the name and address of the holder, insurer or guarantor and the unit number or address, furnish notice to any mortgage holder, insurer or guarantor within 15 days of notification to the Board of Directors of the following:

(1) any condemnation or casualty loss that affects either a material portion of the development or the lot securing its mortgage;

(2) any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage;

(3) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by F.G.H.A., Inc.;

(4) any proposed action that requires the consent of a specified percentage of mortgage holders.

ARTICLE VII

OFFICERS AND THEIR DUTIES

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Section 1. Enumeration of Offices. 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 the Association shall be elected annually by the Board, and each shall hold office for one (1) year unless the officer shall sooner resign or shall be removed or become otherwise disqualified 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 in the notice, and unless otherwise specified in the notice, 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 person appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

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 by Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

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 the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of the Vice-President 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.

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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 VIII

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 IX

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members of the association shall be held on March 1, or within 15 days of March 1, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each subsequent year. 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.

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 the written request of 25 percent of the members who are entitled to vote.

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 thirty (30) days before such meeting to each member entitled to vote, addressed to each member at the 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, of at least 51 percent of the 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 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 the member's Lot.

ARTICLE X

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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 Lot against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the maximum rate allowed by law, 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 a reasonable attorney fee of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for any assessments made by the Association by nonuse of the Common Easement or abandonment of the Owner's Lot.

At closing, the Buyer of a lot must pay an initial one-time assessment of \$250.00. In addition, the Buyer must pay the prorated balance of the annual assessment due for the current year on the lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: F.G.H.A., INC.

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 a Class B membership.

Section 2. In 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 PROVISIONS

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December each year, except that the first fiscal year shall begin on the date of incorporation.

THESE BYLAWS ARE ADOPTED BY THE ASSOCIATION ON THE 9th DAY OF March, 1989.

Mark C. Rodrigue
MARK C. RODRIGUE, DIRECTOR

Sara A. Rodrigue
SARA A. RODRIGUE, DIRECTOR

Michael S. Rodrigue
MICHAEL RODRIGUE, DIRECTOR

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STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME personally appeared MARK C. RODRIGUE, SARA A. RODRIGUE and MICHAEL RODRIGUE, to me well known and known to me to be the persons outlined in the foregoing instrument and they acknowledged to and before me that they executed said instrument for the purposes therein expressed.

Mark WITNESS my hand and official seal on this 9th day of March, 1989.

Shirley W. Wise
NOTARY PUBLIC

My Commission Expires:
Notary Public State of Florida
My Commission Expires Oct. 3, 1989
Bonded Thru Troy Fain - Insurance Inc.

RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
MAR 14 10 45 AM '89
PAUL F. GARISFIELD
CLERK OF CIRCUIT COURT

930852

CERTIFICATION

I, the undersigned, do hereby certify:

(1) I AM the duly-elected and acting secretary of F.G.H.A., INC., a Florida corporation, and,

(2) 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 9 day of March, 1989.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 9 day of March, 1989.

Sara A. Rodrigue
SARA A. RODRIGUE
Secretary-Treasurer

EXHIBIT C, PAGE 9 OF 9
BYLAWS OF F.G.H.A., INC.