

Prepared by and Return to:
Harvey P. Halprin, Esquire
Anderson, Givens & Fredericks, P.A.
1689 Mahan Center Blvd., Suite B
Tallahassee, FL 32308

CERTIFICATE OF REVIVAL
DECLARATION OF RESTRICTIVE COVENANTS, EASEMENTS AND PARTY WALL
AGREEMENT
FOR FOREST COMMONS

We hereby certify that the attached Revived Declaration of Restrictive Covenants, Easements and Party Walls Agreement (which Covenants and Restrictions were originally recorded at Official Records Book 1254, Page 1175, et seq.) were provided and consented to by a majority of the affected parcel owners as required by Section 720.405, Florida Statutes, and were approved by the Florida Department of Economic Opportunity as evidenced by a letter of approval dated June 24, 2022, which is attached hereto. As required by Section 720.407, Florida Statutes, attached hereto is the full text of the approved Revived Declaration of Restrictive Covenants, Easements and Party Walls Agreement, the subdivision plat, the legal description of each affected parcel, and the Articles of Incorporation and Bylaws of Forest Commons Homeowners Association, Inc.

DATED this 20 day of July 2022

Witnesses:

FOREST COMMONS HOMEOWNERS
ASSOCIATION, INC.

sign [Signature]
print Skylar McBratney

By: [Signature]
Virginia Seymour, President

sign [Signature]
print Emily Sanchez

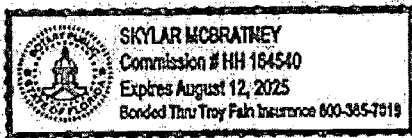
Witnesses:

sign [Signature]
print Skylar McBratney
sign [Signature]
print Emily Sanchez

Attest: [Signature]
Elizabeth Dameron, Secretary

STATE OF FLORIDA
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 20 day of July 2022, by Virginia Seymour as President of Forest Commons Homeowners Association, Inc., on behalf of the corporation. She is personally known to me or has produced FLDL as identification.



NOTARY PUBLIC

sign

print

Skylar McBratney

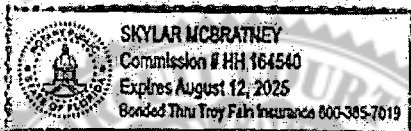
Skylar McBratney

State of Florida at Large (Seal)

My Commission expires:

STATE OF FLORIDA
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 20 day of July 2022, by Elizabeth Dameron as Secretary of Forest Commons Homeowners Association, Inc., on behalf of the corporation. She is personally known to me or has produced FLDL as identification.



NOTARY PUBLIC

sign

print

Skylar McBratney

Skylar McBratney

State of Florida at Large (Seal)

My Commission expires:



Ron DeSantis
GOVERNOR



Dane Eagle
SECRETARY

June 24, 2022

Jeremy V. Anderson, Esq.
Anderson, Givens, & Fredericks
1689 Mahan Center Blvd., Suite B.
Tallahassee, Florida 32308

**Re: Forest Commons Homeowners Association, Inc., Approval;
Determination Number: 22110**

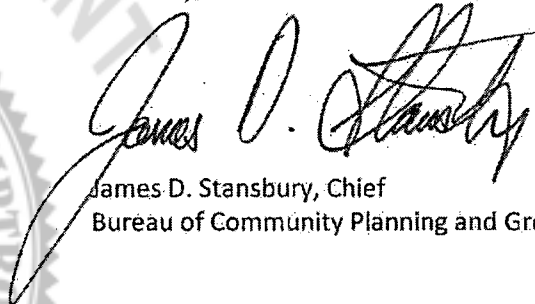
Dear Mr. Anderson:

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the Forest Commons Homeowners Association, Inc. (Association), and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JS/bp/rm

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
(850) 245.7105 | www.FloridaJobs.org | www.Twitter.com/FLDEO | www.Facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Jeremy V. Anderson, Esq.
June 24, 2022
Page 2 of 2

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES, BY FILING A PETITION.

A PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

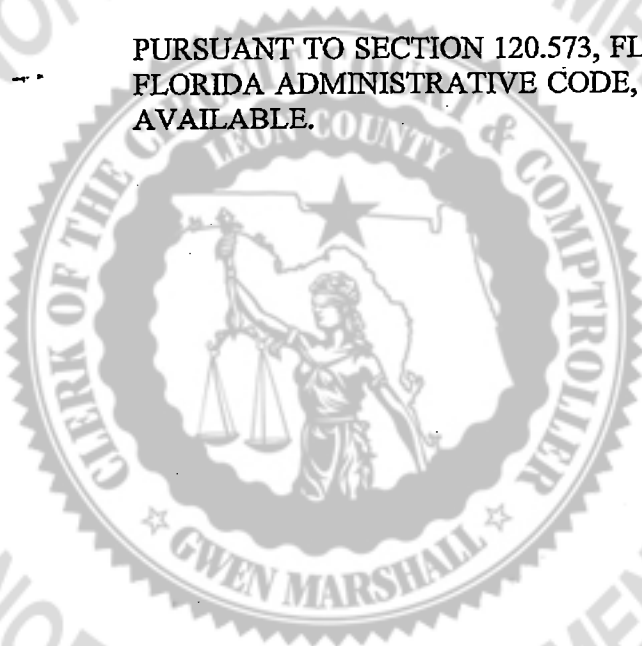
AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230
AGENCY.CLERK@DEO.MYFLORIDA.COM

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, YOU ARE NOTIFIED THAT MEDIATION IS NOT AVAILABLE.



REVIVED

DECLARATION OF RESTRICTIVE COVENANTS,
EASEMENTS AND PARTY WALL AGREEMENT

DA125-461175

THIS DECLARATION, made on this 30th day of March, 1987, by R. FRANK DONALDSON and A. B. HOPKINS, JR., hereinafter referred to as "Declarants," for themselves and their successors, grantees, and assigns,

WITNESSETH THAT:

1. Lands. The Declarants are the owners of certain land located in Leon County, Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof, hereinafter sometimes referred to as "the Property." The Declarants have initially divided the Property into forty (40) lots upon each of which lots the Declarants will construct duplex or triplex or quadruplex townhouse type single-family living units, said lots being substantially in accordance with the map or plat of the Property attached hereto as Exhibit "B" and made a part hereof. The Declarants further intend to impose upon the Property restrictive covenants under a general plan for the benefit of all parcels within the Property and the owners thereof. These covenants and restrictions are hereby imposed on all lands described on the attached Exhibit "A".

2. Name. The name by which the property shall be known and identified is "FOREST COMMONS."

3. Submission of Property to Restrictive Covenants. Declarants do hereby impress and impose upon the Property the restrictive covenants, obligations, covenants, and conditions set forth and provided for herein which shall run with the land. This Declaration shall be binding upon Declarants, their successors, assigns and grantees. All covenants, restrictions, reservations, easements, and cross-easements set forth herein shall be binding upon grantors, grantees, mortgagors and mortgagees of property in FOREST COMMONS regardless of whether recited in any instrument of conveyance or encumbrance.

4. Definitions. The terms used herein and in the By-Laws of the Homeowners' Association shall have meanings as follows:

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(a) "Lot" shall mean the parcels of real property within FOREST COMMONS, as depicted upon Exhibit "B." Until such time as a lot shown on Exhibit "B" is subdivided by the construction thereupon of the townhouse-type residential units, it shall be treated under these covenants and By-Laws as one lot. Upon the construction of a common or party wall between the residences upon a lot, it shall thereafter constitute two, three or four separate lots, as the case may be, being one lot for each residential unit.

(b) "Homeowner" and "lotowner" mean the owner of a lot located in FOREST COMMONS.

(c) "Association" means FOREST COMMONS HOMEOWNERS ASSOCIATION, INC., a nonprofit corporation, and its successors, which association shall be responsible for the operation and management of the common areas, detention or retention ponds, roadways, and easement areas within the subdivision, and such other rights, duties, and obligations as are set forth in this Declaration.

(d) "By-Laws" shall mean such By-laws as are established by the Association from time to time.

(e) "Common Expenses" mean the expenses for which the homeowners are liable to the Association.

(f) "Assessment" means a share of the funds required for the payment of common expenses which, from time to time, is assessed against a homeowner.

(g) "Common Surplus" means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits, and revenues over the amount of common expenses.

(h) The "Property" means and includes the land described on Exhibit "A" (together with any land subsequently incorporated into the subdivision by the Declarants or the Association), and all improvements thereon and hereinafter constructed thereon, together with all easements and rights appurtenant thereto intended for use in connection with the Property, and necessary

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to effectuate the purpose and intent of Declarants as set forth herein.

(1) "Common area" means that portion of the Property owned by the Association.

5. Houses and Boundaries Thereof. Each house built in FOREST COMMONS shall consist of the following:

(a) With regard to common walls (if any) the centerline of said walls shall be the boundary between the respective living units separated by the wall.

(b) Each house shall include a parcel of real property as described in the deed by which said land and house is conveyed by Declarants to third party purchasers.

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

6. Subdivision. No lot shown on the map or plat attached as Exhibit "B" may be divided or subdivided except by the Declarants in accordance with paragraph 4(a) above.

7. Membership in the Association.

(a) Each homeowner shall automatically, upon becoming the owner of a lot, be a member of the Association and shall retain such membership until such time as he no longer owns a lot in FOREST COMMONS, at which time his membership in the Association shall automatically terminate.

(b) The Association shall have two classes of voting members as follows:

✓ CLASS A. Class A members shall be all owners except the Declarants, and each of them shall be entitled to one vote for each lot owned by said owner. When more than one person owns an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

CLASS B. The Class B members shall be the Declarants, who collectively shall be entitled to exercise three (3)

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votes for each lot owned by the Declarants. Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership, or on January 1, 1990, whichever first occurs.

8. Assessments and Liens. Each homeowner(exclusive of the Declarants who are exempt from assessments hereunder until January 1, 1990, at which time lots then owned by the Declarants shall become subject to assessment in accordance with the provisions of this Declaration) by the acceptance of a deed for a house located within the property, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association, commencing on the first day of the month following the month in which the homeowner closes his lot purchase, (a) annual assessments or charges as herein set forth and as initially established by the Declarants, and (b) special assessments for capital or other improvements or acquisitions, which assessments are to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorneys' fees required to collect the same, if any, shall be a lien against the lot or lots owned by the party failing to pay the same; provided however, that any such lien shall be subordinate and inferior to any first mortgage on such lot or lots. Assessments shall be made pursuant to the By-Laws of the Association. No homeowner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common areas or easement areas or by the abandonment of his lot.

9. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote and maintain the recreation, health, safety, and welfare of the members of the Association, and in particular, for the improvement and maintenance in a first class condition and in a good state or repair of the common areas, roadways, roadway lighting, and easement areas of

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the property, and such other areas which are maintained by the Association, whether owned by the Association or by the homeowner.

10. Deposit of Assessments. Any and all sums collected from the assessments or related payments may be commingled with each other in a single account and shall be held and used for the purposes set forth in the Declaration, Articles, By-Laws, or other agreements among the homeowners.

11. Annual Assessments. The initial annual assessment per homeowner shall be \$40.00 per year per home. The annual assessment may be increased only upon the vote of a majority of the votes entitled to a case by the full membership of the Association. The annual assessments shall commence under this Declaration on the first day of January, 1988.

12. Special Assessments. 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 the improvements or easements, or any other area or improvement which is the responsibility of the Association, including improvements, fixtures, and real or personal property related thereto, or for the exercise of the powers granted in Paragraph 18 hereof; provided, however, that any such assessment shall be made in accordance with the By-Laws of the Association.

13. Collection of Assessments. Assessments shall be due and payable on the first day of January in each year, and are delinquent if not paid by the 31st day of that month. No set-offs shall be allowed to any homeowner for repairs or improvements, or services contracted for by any homeowner without the express written authorization of the Board of Directors of the Association. Assessment payment shall be mailed or delivered to the Treasurer of the Association unless the Directors give written notice otherwise. The Association shall be entitled to collect from the homeowner all costs, including a reasonable attorney's fee, incurred by the Association in connection with or

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incident to the collection of such assessment and/or late charges or fees or in connection with the enforcement of the lien resulting therefrom.

14. Service Charge of Delinquent Assessments. In order to encourage prompt and timely payment of assessments, and to defray the cost of additional bookkeeping, billing, and related expenses, all assessments not paid by the 31st of January of the year of the assessment may upon decision of the Board of Directors of the Association bear a late fee-service charge of \$5.00 per month from January 1 of the assessment year.

15. Effective Transfer of Title on Assessment. The sale or transfer of any house shall not affect the assessment lien; provided, however, the sale or transfer of any house pursuant to mortgage foreclosure or any proceedings in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such house from liability for any assessment thereafter becoming due or from the lien thereof. In any voluntary conveyance, grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor up to the time of such voluntary conveyance without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Any such grantee shall be entitled to a statement from the Association setting forth the amount of the unpaid assessments against the grantor in excess of the amount of the statement; provided further, however, the grantee shall be liable for all assessments becoming due after the date of such statement.

16. Bidding at Foreclosure Sale. The Association shall have the power to bid on any house at foreclosure sale thereof and to acquire and hold, lease, mortgage, and convey the same.

17. Architectural Control Committee. The Board of Directors of the Association shall appoint from among themselves and/or the members of the Association an Architectural Control Committee consisting of not less than two nor more than five persons. With

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the exception of the initial members, members of the Committee must be homeowners in FOREST COMMONS. The initial members will serve until January 1, 1990, unless they sooner resign. Thereafter, all members shall serve at the pleasure of the Board of Directors of the Association. The initial members of the Committee are R. Frank Donaldson, A. B. Hopkins, Jr., and Larry Elliott, all being residents of Tallahassee, Florida. All notices or submission requests to be given to the Committee shall be in writing delivered by mail to the principal registered office of the Association as from time to time set forth in the records of the office of the Secretary of State of Florida, Corporate Division. No homeowner shall erect or maintain any building, fence, wall, or other structure nor shall any homeowner commence or make any exterior addition to or change or alteration in the shape, color, or appearance of the exterior of existing improvements or make any material alteration, addition, or deletion to the landscaping of any lot until and unless the plans and specifications showing the nature, kind, shape, height, materials, color, location, and all other details of the same shall have been submitted to and approved in writing by the Architectural Control Committee as to the quality of materials, harmony and external design, and color, and the location in relation to surrounding structures and topography. The effect of the changes, improvements, or alterations on the topography of the land and the environmental impact thereof may also be considered by the Committee in determining whether approval may be given. Such approval may be withheld for any reason, but if no written notice of approval or disapproval is given by the Committee within thirty (30) days after it has received full plans and specifications, approval will not be required and this provision will be deemed to have been complied with. In the event written approval is given, no work shall be commenced until such time as the homeowner or his contractor has obtained all permits required by law. Notwithstanding the foregoing provisions related to the appointment of the Architectural Control Committee

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and the members constituting the same, the Declarants shall have the right to appoint all successor members until January 1, 1990.

18. Additional Duties and Powers of Association. In addition to the duties and powers of the Association, as hereinabove set forth, and in addition to any powers and duties set forth in the Articles of Incorporation and By-Laws of the Association, the Association shall:

(a) Maintain and otherwise manage all the roadways, common areas, and the facilities, improvements, and landscaping thereof, together with all property or facilities or amenities that are owned or built by the Association.

(b) Grant easements where necessary for utilities, cable television, and sewer and drainage facilities over the common areas or easement or cross-easement areas.

(c) Obtain and maintain such policy or policies of insurance as the Association may deem necessary or desirable in protecting the interest of the Association and its members.

(d) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association.

19. Exterior Maintenance of Houses and Other Areas. The Association shall maintain the landscaping, including the trees, shrubs, and grass, within the boundaries of the property owned by the Association. The Association may, by rule duly adopted, reasonably regulate the use of all areas and lands which are to be maintained by the Association; provided, however, that any such rule of the Association may not be less restrictive than any covenant set forth herein. Any item or area not expressly the responsibility of the Association shall be the responsibility of each homeowner; provided, however, that if a homeowner shall fail to maintain or make the repairs or replacements which are the responsibility of such homeowner, then upon vote of a majority of the Association and after not less than thirty (30) days' notice to the owner, the Association shall have the right (but

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not the obligation) to provide such maintenance or make such repairs or replacements and the cost thereof shall be added to the assessments chargeable to such homeowner and shall be payable to the Association by such homeowner under such terms as the Board of Directors of the Association determines. For the purpose solely of performing the work authorized by this paragraph, the Association's agent or employee shall have the right after reasonable notice to the homeowner to go upon any such lot.

20. Easements. The following easements are hereby granted and imposed in favor of all of the owners of lots within FOREST COMMONS (unless the applicability thereof is specifically otherwise limited herein) and shall be deemed to be covenants running with the land:

(a) Easements depicted upon Exhibit "B" attached hereto, including access, utility, drainage, roadway (Sedona Loop), retaining wall, sand filter and tree preservation.

(b) Southerly portions of Lots 2, 3, 4, 5, 6, 7, 8, 9 and 10 of Block "A" of FOREST COMMONS as depicted upon Exhibit "B" attached hereto are subject to storm water detention easements to the extent reflected on said Exhibit "B", said easement areas being designated as "restricted fill area" on Exhibit "B". The grade or elevation of any of the aforesaid lots shall not be changed within the restricted fill areas by fill or otherwise, nor shall any construction which displaces water volume holding capacity be made upon such areas.

(c) The Association shall be responsible for the maintenance and repair of the roadway, the drainage easements, and the retaining wall and said filter area depicted upon Exhibit "B" attached hereto, and in that regard may send its contractors or agents upon the easement areas to undertake such maintenance and/or repairs.

(d) If any house or appendage thereto shall encroach upon any easement area or other lot by reason of original construction thereof by the Declarants, then an easement appurtenant to such encroaching house or appendage, to the extent of such

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encroachment, shall exist so long as such encroachment shall exist.

(e) If any utilities equipment, roadway, driveway or paved parking pad or area constructed by the Declarants shall encroach upon any easement area or any lot within FOREST COMMONS, then an easement appurtenant to such encroachment, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

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

21. Land Use and Building Type. No house shall be occupied or used except for residential purposes by the homeowners, their tenants, or social guests, except that Declarants may use houses owned by them for model homesites and for display and sales offices.

22. Party Walls.

A. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Property and placed on the dividing line between the lots shall

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constitute a party wall, and to the extent not inconsistent with the provisions of this section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

B. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who made use of the wall in proportion to such use.

C. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter made use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

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

E. Right to Contribution Runs With Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

F. Resolution of Disputes. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the matter shall be referred to the Board of Directors of the Association and the decision of a majority vote by that board shall be determinative of the matter and binding upon the parties.

23. Nuisances. No noxious or offensive activities shall be carried on, in, upon, or around any house or in or upon any common areas, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the remaining homeowners or any of them which shall in any way interfere with the quiet

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enjoyment of each of the homeowners of his respective house or which shall in any way increase the rate of insurance for the property.

24. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other building shall be used on any property at any time as a residence either temporarily or permanently; provided, however, Declarants may maintain offices or storage facilities during construction. The Association may maintain a storage and maintenance building in such areas as may be agreed upon.

25. Signs. No sign or billboard of any kind shall be displayed to the public view on any house or any portion of the easement areas except one sign of customary and reasonable dimension advertising the house for sale or rent, or except signs used by Declarants to advertise the property or houses during the construction and sale.

26. Garbage Disposal. All rubbish, trash, and garbage shall be regularly removed from the property and shall not be allowed to accumulate thereon. All trash, garbage, and other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be maintained in a clean and sanitary condition, and shall be kept out of the sight of neighbors and other residents in the subdivision.

27. Radio and Television Antennas. No homeowner may construct or use or operate an external radio or television antenna without the prior written consent of the Architectural Control Committee.

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

29. Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of the property or any part of it.

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30. Regulations. Reasonable regulations concerning the use of the property (including common areas and easement areas and all other areas which the Association owns or maintains) may be made and amended from time to time by the Association. Copies of such regulations and amendments shall be furnished by the Association to all homeowners and residents of the houses upon request.

31. Pets. Household pets such as dogs or cats are permitted but no dog or cat shall be permitted to run free, and it must be leashed or under the direct control of its owner when it is anywhere on the property other than upon the owner's lot.

32. Boats, Trailers, and Recreation Vehicles. Boats and/or boat trailers may not be parked or stored upon the Property except within the confines of the owner's garage.

33. Miscellaneous.

(a) No laundry, mattresses, bedding materials or clothing shall be hung on or over patio rails or fences of any home. Clotheslines are prohibited except inside a fenced-in patio and not substantially visible to neighbors.

(b) No window air-conditioning units shall be permitted which would be exposed to the exterior of any building.

34. Limitation of Liability of Association. Notwithstanding the duties of the Association, specifically including, but not limited to, its duty to maintain and repair portions of the property, the Association shall not be liable to homeowners, their invitees, or guests for injury or damage caused by any latent effect or condition of the property owned, or to be maintained and repaired, by the Association or caused by acts of God or by third parties.

35. Estimates of Cost of Repairs and Reconstruction. Within a reasonable time after casualty or loss to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reasonably accurate estimates of the cost of repairing or replacing said damaged property. The Association shall diligently repair or replace the same unless a majority of the homeowners vote to the contrary.

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

37. Insurance and Homeowner's Obligation to Rebuild.

(a) Each homeowner shall maintain fire and extended coverage insurance on his house and improvements in an amount equal to the maximum insurance replacement value. The Association may require the homeowner to provide written evidence of such coverage annually. In the event of loss, subject to the consent and approval of any mortgagees named as a loss payee, all insurance proceeds shall be used to promptly repair or replace the damaged property unless the Board of Directors or the Association shall otherwise agree.

(b) If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within thirty (30) days after the damage occurs, and shall be completed within one hundred eighty (180) days after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

38. Amendments to Declaration. Except as may be otherwise specifically provided herein, this Declaration may be amended by the affirmative vote of two-thirds (2/3) of the voting interest of the association and may be

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terminated only by the unanimous written consent, in a recordable form, signed by all homeowners and all mortgagees of record.

39. Development by Declarants. No provisions contained herein shall prevent Declarants, their contractors or subcontractors, from performing such work and activities as are reasonably necessary or advisable in connection with the construction of any houses or other improvements upon the property, nor shall said provisions in any way prevent the Declarants from maintaining such signs on the property as they think to be helpful for the sale, lease, or other disposition of houses.

40. Election of Board of Directors. In addition to all other rights and privileges granted to the Declarants under this Declaration, and notwithstanding any provisions of the Articles of Incorporation and By-Laws to the contrary, the Declarants shall, subject to the following limitations, be entitled to appoint all of the members of the Board of Directors of the Association. This right shall continue until the sooner occurrence of: (1) January 1, 1990; or (2) the date on which the Declarants have sold the last of the houses in FOREST COMMONS.

41. Termination of Responsibility of Declarants. At such time as the Declarants have conveyed all of their ownership interest in and to all of the property in FOREST COMMONS, the Declarants are automatically relieved of the performance of any duty or obligation hereunder, except, however, for covenants applicable to them or either of them in their capacity as a FOREST COMMONS homeowner, if such is the case.

42. Variances. Variances for minor deviations from this Declaration may be granted by Declarants or the Architectural Control Committee at any time to Declarants or any property owner owing a lot within the Property.

43. Titles. The titles of each of the paragraphs or subdivisions thereof contained herein are for convenience only and shall be deemed to have no legal effect.

44. Severability. The invalidity in whole or in part of any covenant, condition, restriction, agreement, provision, section,

EX-107-1100

subsection, sentence, clause, phrase, or word contained in this Declaration or in the Articles of Incorporation, By-Laws, and Regulations of the Association shall not affect the validity of the remaining portions.

45. Duration. Unless sooner terminated by the unanimous vote of all homeowners and all first mortgagees of record, these covenants and restrictions shall be binding until December 31, 2017, after which date they shall be automatically extended for successive periods of five (5) years each unless an instrument signed by at least a majority of the then homeowners and mortgagees of record has been recorded agreeing to terminate said covenants and restrictions.

IN WITNESS WHEREOF, the Declarants have caused this Declaration to be executed the day and year first above written.

Witnesses:

William Proctor
Courtney Furrow

R. Frank Donaldson
R. FRANK DONALDSON
A. B. Hopkins, Jr.
A. B. HOPKINS, JR.

STATE OF FLORIDA

COUNTY OF LEON

The foregoing Declaration of Restrictive Covenants was acknowledged before me on this 30th day of March, 1987, by R. FRANK DONALDSON and A. B. HOPKINS, JR.

Courtney Furrow
NOTARY PUBLIC, State of Florida
at Large

My Commission Expires:

Notary Public, State of Florida
My Commission Expires June 30, 1990
Bonded Three Thousand Dollars

00125401191

Commence at the Northwest corner of Section 22, Township 1 North, Range 1 East, Leon County, Florida, and run thence South 89 degrees 42 minutes 24 seconds East along the Section Line 2257.70 feet to the Easterly boundary of Fleischman Road for the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 89 degrees 42 minutes 24 seconds East along the Section Line 782.34 feet to a concrete monument, thence South 00 degrees 52 minutes 01 seconds East 436.0 feet to the Northerly right of way boundary of State Road No. 146 (Miccosukee Road), thence South 66 degrees 43 minutes 28 seconds West along said Northerly right of way boundary 775.03 feet to a concrete monument on the Easterly boundary of said Fleischman Road, thence North 04 degrees 32 minutes 26 seconds West along said Easterly boundary 609.59 feet to a point of curve to the left, thence along said curve with a radius of 566.57 feet, through a central angle of 14 degrees 20 minutes 43 seconds, for an arc distance of 141.85 feet to the POINT OF BEGINNING; containing 10.15 acres, more or less.



EXHIBIT "A"

Forest Commons/Declar. Restr. Cops.

DR1265701236

FIRST AMENDMENT

TO

DECLARATION OF RESTRICTIVE COVENANTS,
EASEMENTS AND PARTY WALL AGREEMENTRECORDED IN THE PUBLIC
RECORDS OF LEON COUNTY
JUN 5 3 48 PM '87
CLERK OF CIRCUIT COURT

THIS FIRST AMENDMENT, made on this 24 day of June, 1987, by R. FRANK DONALDSON and A. B. HOPKINS, JR., referred to herein as "the Declarants",

W I T N E S S E T H :

WHEREAS, the Declarants did impose upon an unrecorded subdivision in Leon County, Florida, known as "FOREST COMMONS" certain covenants, restrictions and easements as set forth in the Declaration of Restrictive Covenants, Easements and Party Wall Agreement dated March 30, 1987, and recorded in Official Records Book 1254 at Page 1175, Public Records of Leon County, Florida (referred to herein as "the Declaration"); and

WHEREAS, the said Declaration authorizes the amendment thereof by the owners of all of the lots located within Forest Commons Subdivision, joined by all mortgagees of record holding mortgages encumbering land located within said subdivision; and

WHEREAS, the Declarants are the sole and only owners of all of the land located within Forest Commons Subdivision, and Barnett Bank of Tallahassee, N.A., is the sole and only mortgagee owning and holding a mortgage constituting a lien on land within said subdivision; and

WHEREAS, the Declarants wish to amend the Declaration in certain particulars as hereinafter set forth.

NOW, THEREFORE, the Declarants do by this instrument amend the Declaration as follows:

1. Provision numbered 9 of the Declaration is amended to read as follows:

"9. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote and maintain the recreation, health,

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safety, and welfare of the members of the Association, and in particular, for the improvement and maintenance in a first class condition and in a good state of repair of the common areas, roadways, roadway lighting, and easement areas of the property, and such other areas which are maintained by the Association, whether owned by the Association or by the homeowner. The aforesaid roadways located within Forest Commons Subdivision are private roadways which are or will be owned by the Forest Commons Homeowners Association, Inc., which Association shall have the sole and absolute responsibility for the maintenance and repair of such private roadways. Located beneath the roadways within the subdivision are certain conduits or lines for utilities services, including water, sewer and electricity. The Association shall be responsible for the maintenance and repair of such utility lines or conduits, and for the maintenance and repair of any damage caused to the roadways in Forest Commons as a result of or in connection with the installation and/or the existence of such utilities beneath said roadways. The City of Tallahassee will not have any responsibility or liability for maintenance or repair of the roadways located within Forest Commons, including repair for any damage caused in connection with the installation and/or existence of utilities lines or conduits located beneath such roadways."

2. Provision numbered 20(b) of the Declaration is amended to read as follows:

"(b) Southerly portions of Lots 2, 3, 4, 5, 6, 7, 8, 9 and 10 of Block "A" of FOREST COMMONS as depicted upon Exhibit "B" attached hereto are subject to storm water detention easements to the extent reflected on said Exhibit "B", said easement areas being designated as "restricted fill area" on Exhibit "B". Except for

OR12657C1238

construction and site work done upon said lots by the
Declarants, the grade or elevation of any of the
aforesaid lots shall not be changed within the restricted
fill areas by fill or otherwise, nor shall any construc-
tion which displaces water volume holding capacity be
made upon such areas."

EXCEPT as specifically modified by this instrument the
aforesaid Declaration remains in full force and effect in accord-
ance with its original terms and provisions.

DONE AND EXECUTED at Tallahassee, Leon County, Florida, the
day and year first above written.

Witnesses:

Vergie B. Murphy
Frank W. Donaldson

R. Frank Donaldson
R. FRANK DONALDSON

Vergie B. Murphy
Frank W. Donaldson

A. B. Hopkins, Jr.
A. B. HOPKINS, JR.

"Declarants"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing First Amendment to Declaration of Restrictive
Covenants, Easements, and Party Wall Agreement was acknowledged
before me on this 5th day of June, 1987, by R. FRANK DONALDSON.

Vergie B. Murphy
NOTARY PUBLIC, State of Florida
at Large.

My Commission Expires: 9-30-90
Notary Public, State of Florida
My Commission Expires Sept. 30, 1990
Bonded thru First State Insurance Inc.

STATE OF FLORIDA
COUNTY OF LEON

The foregoing First Amendment to Declaration of Restrictive
Covenants, Easements, and Party Wall Agreement was acknowledged
before me on this 5th day of June, 1987, by A. B. HOPKINS, JR.

Vergie B. Murphy
NOTARY PUBLIC, State of Florida
at Large.

My Commission Expires: 9-30-90
Notary Public, State of Florida
My Commission Expires Sept. 30, 1990
Bonded thru First State Insurance Inc.

OR126501239

CONSENT TO AMENDMENT

BARNETT BANK OF TALLAHASSEE, N.A., the owner and holder of a mortgage encumbering the property known as "FOREST COMMONS SUBDIVISION", does hereby evidence its consent to the foregoing Amendment to the Declaration of Restrictive Covenants, Easements and Party Wall Agreement, recorded March 30, 1987, in Official Records Book 1254, Page 1175, Public Records of Leon County, Florida.

Witnesses:

Kathy H. Bailey
James H. George

BARNETT BANK OF TALLAHASSEE, N.A.

By: *Charles Watson*
CHARLES WATSON
As its Senior Vice President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF LEON

The foregoing Consent to Amendment was acknowledged before me on this 5th day of June, 1987, by CHARLES WATSON as Senior Vice President of BARNETT BANK OF TALLAHASSEE, N.A., a Florida banking corporation, on behalf of said corporation.

Daniel L. Davidson
NOTARY PUBLIC, State of Florida
at Large.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC. 3, 1988
BONDED THRU GENERAL INS. ASS.



REVIVED **DR129280398**
 SECOND AMENDMENT

TO

DECLARATION OF RESTRICTIVE COVENANTS,
EASEMENTS AND PARTY WALL AGREEMENT

854827
 RECORDED IN THE PUBLIC
 RECORDS OF LEON CO. FLA.
 NOV 24 12 29 PM '87
 PAUL F. HANISFIELD
 CLERK OF CIRCUIT COURT

THIS FIRST AMENDMENT, made on this 23rd day of November,
 1987, by R. FRANK DONALDSON and A. B. HOPKINS, JR., referred to
 herein as "the Declarants",

W I T N E S S E T H :

WHEREAS, the Declarants did impose upon an unrecorded subdivi-
 sion in Leon County, Florida, known as "FOREST COMMONS" certain
 covenants, restrictions and easements as set forth in the Declara-
 tion of Restrictive Covenants, Easements and Party Wall Agreement
 dated March 30, 1987, and recorded in Official Records Book 1254
 at Page 1175, Public Records of Leon County, Florida (referred to
 herein as "the Declaration"); and

WHEREAS, the Declaration was amended by the Declarants by a
 First Amendment dated June 5, 1987, recorded in Official Records
 Book 1265 at Page 1236, Public Records of Leon County, Florida,
 and the Declarants wish to further amend the Declaration in the
 particulars hereinafter specified.

NOW, THEREFORE, the Declarants do by this instrument amend
 the Declaration as follows:

Provision numbered 9 of the Declaration is amended to
 read as follows:

"9. Purpose of Assessments. The assessments levied by
 the Association shall be used exclusively to promote and
 maintain the recreation, health, safety, and welfare of the
 members of the Association, and in particular, for the
 improvement and maintenance in a first class condition and in
 a good state of repair of the common areas, roadways,
 roadway lighting, and easement areas of the property; and
 such other areas which are maintained by the Association,
 whether owned by the Association or by the homeowner. The

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This instrument prepared by
 H. PALMER PROCTOR, ESQ.
 P. O. Box 391
 Tallahassee, Florida 32302

0129210399

aforesaid roadways located within Forest Commons Subdivision are private roadways which are or will be owned by the Forest Commons Homeowners Association, Inc., which Association shall have the sole and absolute responsibility for the maintenance and repair of such private roadways. Located beneath the roadways within the subdivision are certain conduits or lines for utilities services, including water, sewer and electricity. The City of Tallahassee will not have any responsibility or liability for maintenance or repair of the roadways located within Forest Commons, except, however, the City of Tallahassee shall be responsible for repairing any damage caused to the roadways in Forest Commons as a result of or in connection with any installations and/or repairs undertaken by the City of Tallahassee upon the aforesaid utilities lines or conduits.

EXCEPT as specifically modified by this instrument the aforesaid Declaration remains in full force and effect in accordance with its original terms and provisions.

DONE AND EXECUTED at Tallahassee, Leon County, Florida, the day and year first above written.

Witnesses:

Christina Mann
George B. Murphy
Christina Mann
George B. Murphy

R. Frank Donaldson
 R. FRANK DONALDSON

A. B. Hopkins, Jr.
 A. B. HOPKINS, JR.

"Declarants"

STATE OF FLORIDA
 COUNTY OF LEON

The foregoing Second Amendment to Declaration of Restrictive Covenants, Easements and Party Wall Agreement was acknowledged before me on this 23rd day of November, 1987, by R. FRANK DONALDSON.

George B. Murphy
 NOTARY PUBLIC, State of Florida
 at Large.

My Commission Expires: 9-30-90

2

Notary Public, State of Florida
 My Commission Expires: Sept. 30, 1990

00129200400

STATE OF FLORIDA
COUNTY OF LEON

The foregoing Second Amendment to Declaration of Restrictive Covenants, Easements and Party Wall Agreement was acknowledged before me on this 23rd day of November, 1987, by A. B. HOPKINS, JR.



Vergie B. Murphy
NOTARY PUBLIC, State of Florida
at Large.

My Commission Expires: 9-30-90

Notary Public, State of Florida
My Commission Expires Sept. 30, 1990
Bundled Your True Time - Signature, Inc.



iv:hpy:docent:coment:amend:declas

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles
of Incorporation of FOREST COMMONS HOMEOWNERS ASSOCIATION, INC.

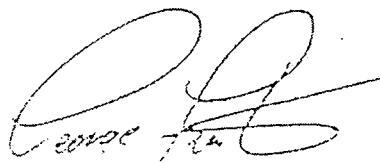
a corporation organized under the Laws of the State of Florida,
filed on MARCH 31, 1987

The document number of this corporation is N19891

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
31 day of MARCH, 1987



CR2E022 (10-85)

A handwritten signature in dark ink, appearing to read "George Firestone".

George Firestone
Secretary of State

CR2E040 (4-84)



ARTICLES OF INCORPORATION OF
FOREST COMMONS 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 legal age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I.
Name

The name of this Corporation shall be FOREST COMMONS HOMEOWNERS ASSOCIATION, INC., hereafter called the "Association".

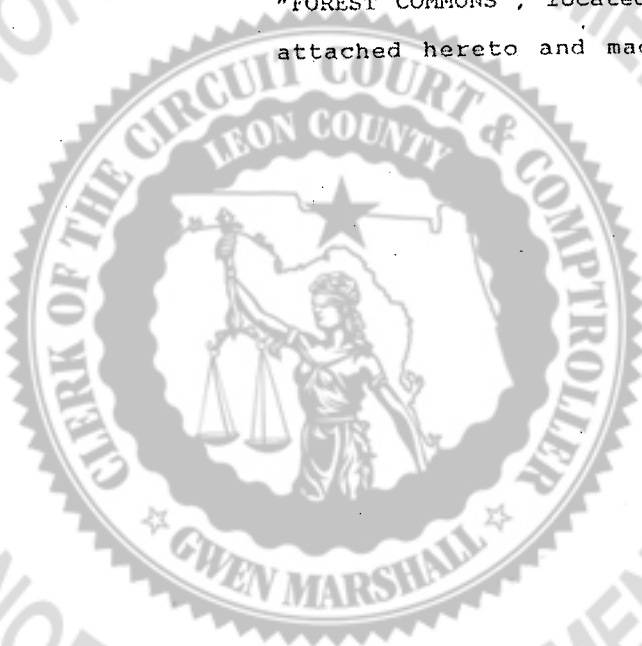
ARTICLE II.
Registered Office and Agent

The initial registered office of the Association is located at 2822 Remington Green Circle, Tallahassee, Florida 32308, and the initial registered agent thereat is A. B. HOPKINS, JR.

ARTICLE III.
Purpose and Powers of the Association

This Association does not contemplate pecuniary gain or profit to the members thereof, and the purposes for which it is formed are to provide for maintenance, repair, preservation, improvement, and architectural control of any common areas, easement areas, roadways and Association property within that certain unrecorded subdivision in Tallahassee, Florida, known as "FOREST COMMONS", located upon the land described on Exhibit "A" attached hereto and made a part hereof, and to promote the

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TALLAHASSEE, FLORIDA



general welfare of the residents within said subdivision and for these purposes 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 Restrictive Covenants, Easements and Party Wall Agreement (hereinafter called "Declaration"), applicable to the subdivision, said Declaration being 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;

(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 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 and maintain real or personal property in connection with the affairs of the Association;

(d) dedicate, sell, or transfer all or any part of property owned by the Association to any grantee, including public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed to by at least a two-thirds (2/3) vote of the members of the Association.

(e) participate in mergers and consolidations with



other nonprofit corporations organized for the same purposes or annex additional residential property into the subdivision, provided that any such merger, consolidation, or annexation shall have the assent of two-thirds (2/3) of the members of the Association.

(f) borrow money and mortgage or pledge any Association property as security for borrowed money, provided, however, that no such loan or mortgage transaction shall be entered into without the prior approval of at least two-thirds (2/3) vote of the members of the Association.

(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 IV.
Membership

Every person or entity who is a record owner of a fee or undivided fee interest in any lot in FOREST COMMONS 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 and voting rights shall be appurtenant to and may not be separated from ownership of any lot in FOREST COMMONS. The original owners and developers of FOREST COMMONS are R. FRANK DONALDSON and A. B. HOPKINS, JR., both being residents of Leon County, Florida, who are sometimes hereinafter referred to as the "Declarants".



ARTICLE V.
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 Declarants, 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, but the vote for such lot shall be exercised as they determine, and in no event shall more than one vote be cast with respect to any lot.

CLASS B. The Class B members shall be the Declarants, and they jointly shall be entitled to three (3) votes for each lot owned by them. 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, 1990.

ARTICLE VI.
Officers

The following officers shall serve in their respective capacities until January 1, 1990, unless they sooner resign or are replaced by the Board of Directors.

President R. FRANK DONALDSON
Vice President A. B. HOPKINS, JR.



Secretary A. B. HOPKINS, JR.

Treasurer A. B. HOPKINS, JR.

Directors

The corporation shall initially be managed by a Board of Directors consisting of three (3) members, who will serve until January 1, 1990, unless they sooner resign. On January 1, 1990 (unless said initial Board elects to do so sooner), the initial Board shall appoint a successor Board of Directors consisting of five (5) members who shall serve until the 1991 annual meeting, at which meeting the members of the Association shall elect two (2) directors for a term of three (3) years; and (1) director for a term of two (2) years; and one (1) director for a term of one (1) year. As those directors' terms expire and at each annual meeting thereafter, directors shall be elected by the members of the Association for terms of two (2) years. With the exception of the initial Board, all Board members shall be homeowners in FOREST COMMONS. A person may be elected to serve as many terms as director as the members choose.

The initial Directors and their respective addresses are:

- | | |
|------------------------|--|
| (a) R. FRANK DONALDSON | Post Office Box 12243
Tallahassee, FL 32308 |
| (b) A. B. HOPKINS, JR. | 2822 Remington Green Circle
Tallahassee, FL 32308 |
| (c) LARRY ELLIOTT | 2822 Remington Green Circle
Tallahassee, FL 32308 |



ARTICLE VII.
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.

ARTICLE VIII.
Duration

The corporation shall exist perpetually unless sooner dissolved.

ARTICLE IX
Amendments

Amendment of these Articles shall require the assent of two-thirds (2/3) of the total number of votes authorized under these Articles. Amendments to the By-Laws shall be made by the majority vote of the members of the Association. The initial By-Laws shall be adopted by the initial Board of Directors.

ARTICLE X
Subscribers

The names and addresses of the subscribers are:

R. FRANK DONALDSON

Post Office Box 12243
Tallahassee, FL 32308
Subscriber



A. B. HOPKINS, JR.

2855 Remington Green Circle
Tallahassee, FL 32308
Subscriber & Resident Agent

ARTICLE XI
FHA-VA Approval

As long as there is a Class "B" membership, the following actions by the corporation 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.

EXECUTED on this 30th day of March, 1987.

R. Frank Donaldson
R. FRANK DONALDSON
Subscriber

A. B. Hopkins, Jr.
A. B. HOPKINS, JR.
Subscriber and Resident Agent

FILED
MAR 31 1987
TALLAHASSEE, FLORIDA
(SEAL)

STATE OF FLORIDA
COUNTY OF LEON

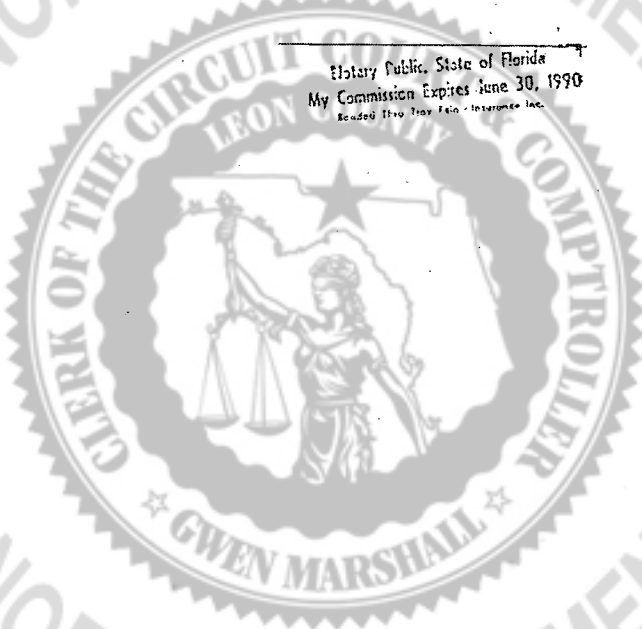
I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, R. FRANK DONALDSON and A. B. HOPKINS, JR., to me well known and known to me to be the persons who executed the foregoing instrument and acknowledged before me that they executed the same freely and voluntarily for the uses and purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 30th day of March, 1987.

My Commission Expires:

Courtenay Ann
NOTARY PUBLIC, State of Florida
at Large.

Notary Public, State of Florida
My Commission Expires June 30, 1990
Bonded thru First Fidelity Insurance Inc.



Commence at the Northwest corner of Section 22, Township 1 North, Range 1 East, Leon County, Florida, and run thence South 89 degrees 42 minutes 24 seconds East along the Section Line 2257.70 feet to the Easterly boundary of Fleischman Road for the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 89 degrees 42 minutes 24 seconds East along the Section Line 782.34 feet to a concrete monument, thence South 00 degrees 52 minutes 01 seconds East 436.0 feet to the Northerly right of way boundary of State Road No. 146 (Miccosukee Road), thence South 66 degrees 43 minutes 28 seconds West along said Northerly right of way boundary 775.03 feet to a concrete monument on the Easterly boundary of said Fleischman Road, thence North 04 degrees 32 minutes 26 seconds West along said Easterly boundary 609.59 feet to a point of curve to the left, thence along said curve with a radius of 566.57 feet, through a central angle of 14 degrees 20 minutes 43 seconds, for an arc distance of 141.85 feet to the POINT OF BEGINNING; containing 10.15 acres, more or less.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT A



BY-LAWS
OF
FOREST COMMONS HOMEOWNERS ASSOCIATION, INC.

A Corporation Not for Profit
Under the Laws of the
State of Florida

The following are the By-Laws of FOREST COMMONS HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association," a corporation not for profit, organized and existing under the laws of the State of Florida, which By-Laws have been duly adopted by the Board of Directors of the Association. All terms used herein which may be defined in the FOREST COMMONS Declaration of Restrictive Covenants, Easements, and Party Wall Agreement (hereinafter referred to as "the Declaration"), as recorded among the Official Public Records of Leon County, Florida, shall be deemed to have the same definition herein.

1. Seal. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not For Profit," and the year of incorporation.

2. Members' Meetings.

(a) The annual members' meeting will be held at such location in Tallahassee, Florida, as is selected by the Board of Directors of the Association, at 7:30 p.m., Eastern Standard Time, on the second Tuesday (or such other day during that week if the Board of Directors so determines) in the month of January of each year beginning 1991, for the purpose of electing Directors and/or transaction any other business authorized to be transacted by the members.



(b) Special meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-fifth (1/5) of the votes of the entire membership.

(c) Notice of all members' meetings, stating the time and place and the objects for which the meeting is called, shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than five (5) days nor more than thirty (30) days prior to the date of the meeting. Notice of meeting may be waived before, at, or after meetings.

(d) A quorum at such meetings shall consist of persons entitled to cast at least one-third (1/3) of the votes of the entire membership.

(e) In any such meeting, each member shall be entitled to cast one vote for each lot owned by said member (subject, however, to any special voting feature provided in the Articles of Incorporation of the Association). If a lot is owned by more than one person, or is under lease, the person entitled to cast the vote for the lot shall be designated by a certificate signed by all of the record owners of the lot and filed with the Secretary of the Association. If a lot is owned by a corporation, the person entitled to cast the vote for the lot shall be designated by a certificate of appointment signed by the President or Vice



President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked, or until superseded by a subsequent certificate, or until the Association has been duly notified in writing of a change of ownership. A certificate designating the person entitled to cast the vote of a homeowner may be revoked in writing by any owner thereof.

(f) Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the Secretary before the appointed time of the meeting.

(g) The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:

- (i) election of chairman
- (ii) calling of the roll and certifying of proxies;
- (iii) proof of notice of meeting or waiver of notice;
- (iv) reading and approval of prior minutes;
- (v) reports of officers;
- (vi) reports of committees;
- (vii) election of directors (if necessary);
- (viii) unfinished business;
- (ix) additional new business; and
- (x) adjournment.

3. Directors.

(a) The affairs of the Association shall be managed by an initial Board of three (3) Directors who shall serve until



January 2, 1990, at or before which time they shall appoint a successor Board of not less than five (5) members, said successor Board not to include any person who does not own a lot in FOREST COMMONS.

(b) Commencing with the 1991 annual meeting, the election of Directors shall be conducted at the annual meeting of members. A nominating committee of three (3) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual meeting. The committee shall nominate one person to fill the position of each Director whose term is expiring. Additional nominations for Directorships and Directors may be made from the floor. The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each voter being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(c) Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by remaining Directors.

(d) Any Director elected by the members may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.



(e) Until the Declarants (as defined in the Declaration) have completed and sold all of the lots in FOREST COMMONS, or until January 2, 1990, or until the Declarants elect to terminate their control of the development, whichever shall first occur, the initial Board of Directors of the Association shall continue to serve, and in the event of vacancies, the remaining Directors shall fill the vacancies, and if there are no remaining Directors, the vacancies shall be filled by the Declarants.

(f) Unless otherwise provided herein, the term of each Director's service shall extend until the next annual meeting of the members, and thereafter until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

4. Directors' Meetings.

(a) Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least semi-annually, and notice of regular meetings shall be given to each Director at least three (3) days prior to the day named for such meeting.

(b) Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of a majority of the Directors. Notice of the meeting shall be given at least three (3) days prior to the day named for such meeting, which notice shall state the time, place and purpose of the meeting.



(c) Any Director may waive notice of a meeting before at or after the meeting and such waive shall be deemed equivalent to the giving of notice.

(d) A quorum at Director's meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of Directors is required by the Declaration of Restrictive Covenants, Articles of Incorporation, or these By-Laws. If at any meeting of the Board of Directors less than a quorum is present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meetings as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purposes of determining a quorum.

(f) The presiding officer of Directors' meetings shall be the President. In the absence of the presiding officer, the Vice-President shall preside.

(g) The order of business at Directors' meetings shall be:

- (i) calling of roll;
- (ii) proof of due notice of meeting;
- (iii) reading and approval of minutes of the prior meeting;



- (iv) reports of officers and committees;
- (v) election of officers;
- (vi) unfinished business;
- (vii) new business; and
- (viii) adjournment.

5. Power and Duties of the Board of Directors. All of the power and duties of the Association existing under the Declaration, the Articles of Incorporation, and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by homeowners when such is specifically required. Compensation of employees of the association shall be fixed by the Directors. A Director may be an employee of the Association, and a contract for management of the Association may be entered into with a Director.

6. Officers.

(a) The executive officers of the Association shall be a President, who shall be a Director, a Vice-President, a Secretary, and a Treasurer, all of whom shall be elected annually by the Board of Directors and who may be removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors may from time to time elect other officers to exercise such powers and duties as the Board shall find to be required to manage the affairs of the Association.

(b) The President shall be the Chief Executive Officer of the Association. He shall have all of the power and



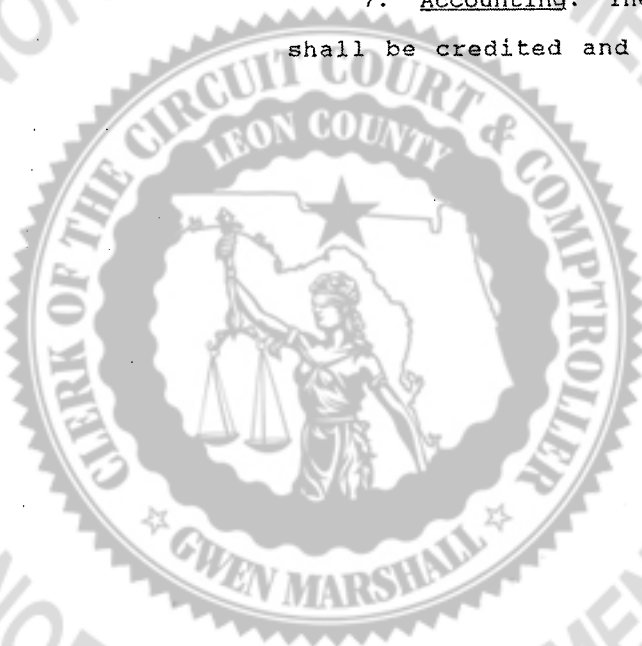
duties which are usually vested in the Office of President of an Association, including but not limited to the power to appoint committees from among the members from time to time as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association.

(c) The Vice-President shall, in the absence of disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

(d) The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the Office of Secretary of an Association and as may be required by the Directors or the President.

(e) The Treasurer shall have custody of all property of the Association; including funds, securities, and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practice and shall perform all other duties incident to the Office of Treasurer.

7. Accounting. The funds and expenditures of the Association shall be credited and charged to accounts under the following



classifications as shall be appropriate, all of which expenditures shall be common expenses:

(a) "Current Expenses," which shall include all funds and expenditures to be made within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements, or to operations, the balance in this fund at the end of such year shall be applied to reduce the assessments for current expenses for the succeeding year.

(b) "Reserve for replacement and additional improvement" which shall include funds for maintenance items which occur less frequently than annually, funds for repair or replacement required because of damage, depreciation or obsolescence, and funds to be used for capital expenditures for additional improvements or additional personal property which will be a part of the common elements and areas.

8. Budget. The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray common expenses and to provide funds for the accounts listed in Section 7 of these By-Laws.

9. Assessments.

(a) As more fully provided in the Declaration, each member (with the exception of the "Declarants", as defined in the Declaration) is obligated to pay to the Association annual and special assessments which are secured by a continuing lien on the property against which such assessments are made. Any assess-



ments not paid when due are considered delinquent.

(b) The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawals of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors, which shall not be less than two (2).

(c) Fidelity Bonds may be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors.

10. Amendments. The By-Laws may be amended in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

(b) A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by any ten (10) members of the Association. The same must be approved by a majority of the members of the Board of Directors and by at least a majority of the votes of the members of the Association.



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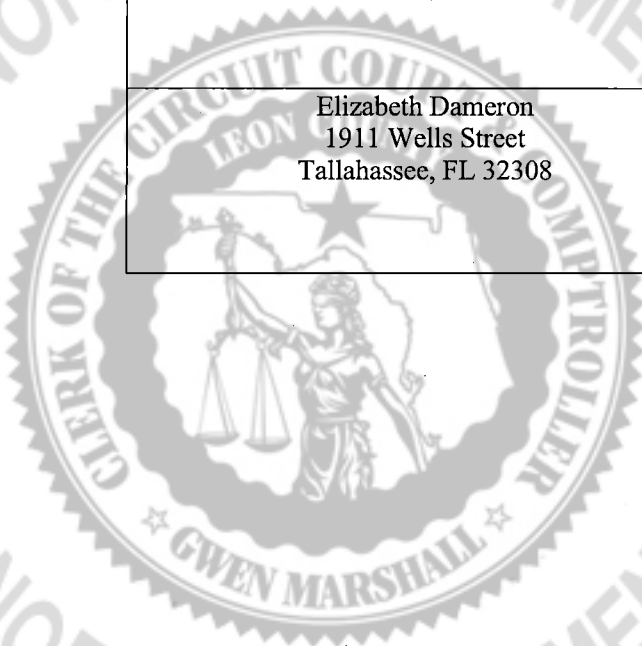
Commence at the Northwest corner of Section 22, Township 1 North, Range 1 East, Leon County, Florida, and run thence South 89 degrees 42 minutes 24 seconds East along the Section Line 2257.70 feet to the Easterly boundary of Fleischman Road for the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 89 degrees 42 minutes 24 seconds East along the Section Line 782.34 feet to a concrete monument, thence South 00 degrees 52 minutes 01 seconds East 436.0 feet to the Northerly right of way boundary of State Road No. 146 (Miccosukee Road), thence South 66 degrees 43 minutes 28 seconds West along said Northerly right of way boundary 775.03 feet to a concrete monument on the Easterly boundary of said Fleischman Road, thence North 04 degrees 32 minutes 26 seconds West along said Easterly boundary 609.59 feet to a point of curve to the left, thence along said curve with a radius of 566.57 feet, through a central angle of 14 degrees 20 minutes 43 seconds, for an arc distance of 141.85 feet to the POINT OF BEGINNING; containing 10.15 acres, more or less.



EXHIBIT "A"

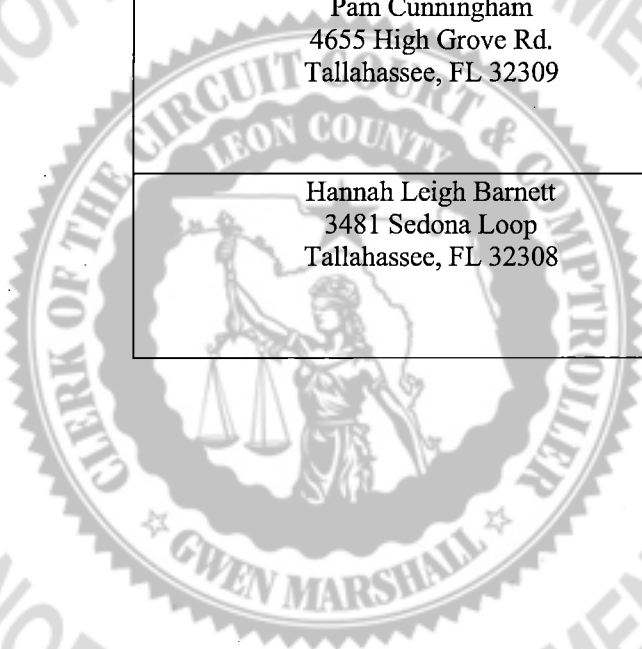
Forest Commons/Declara. Restr. Covs.

Name and Mailing Address	Lot and Property Address FOREST COMMONS
Scott and Bryan Strickland 3401 Sedona Loop Tallahassee, FL 32308	Lot 1 Unit A (West Unit) Block A 3401 Sedona Loop Tallahassee, FL 32308
Andrea Curro 3403 Sedona Loop Tallahassee, FL 32308	Lot 1 Unit B (East Unit) Block A 3403 Sedona Loop Tallahassee, FL 32308
Bonnie Tindall & Jennifer Degloma 3409 Sedona Loop Tallahassee, FL 32308	Lot 2 Unit A (West Unit) Block A 3409 Sedona Loop Tallahassee, FL 32308
Donald P. McCardle Jr. 288 Lois Ln Quincy, FL 32351	Lot 2 Unit B (East Unit) Block A 3411 Sedona Loop Tallahassee, FL 32308
MNN INC 1960 C Buford Blvd Tallahassee, FL 32308	Lot 3 Unit A (West Unit) Block A 3417 Sedona Loop Tallahassee, FL 32308
Voravat Pimora 3419 Sedona Loop Tallahassee, FL 32308	Lot 3 Unit B (East Unit) Block A 3419 Sedona Loop Tallahassee, FL 32308
Elizabeth Dameron 1911 Wells Street Tallahassee, FL 32308	Lot 4 Unit A (West Unit) Block A 3425 Sedona Loop Tallahassee, FL 32308

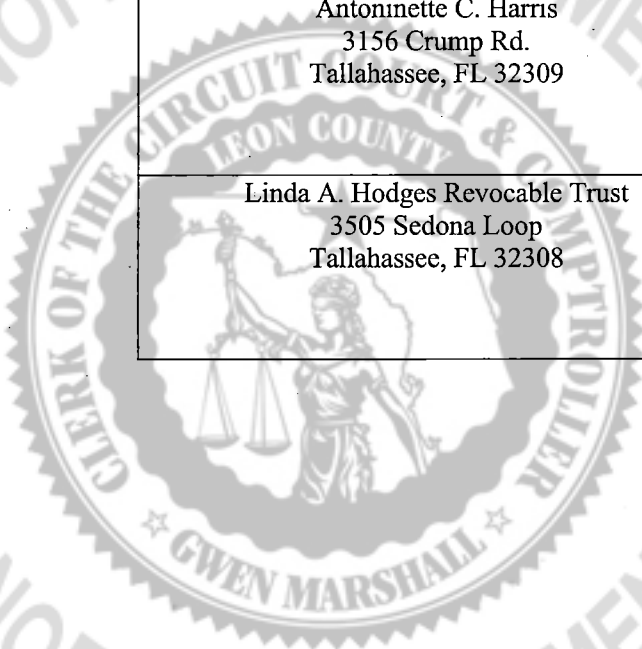


Davlev Properties LLC 1689 Kindra Ct. Brentwood, TN 37027	Lot 4 Unit B (East Unit) Block A 3427 Sedona Loop Tallahassee, FL 32308
Mary Phillips 3433 Sedona Loop Tallahassee, FL 32308	Lot 5 Unit A (West Unit) Block A 3433 Sedona Loop Tallahassee, FL 32308
Marjorie Reese 3435 Sedona Loop Tallahassee, FL 32308	Lot 5 Unit B (East Unit) Block A 3435 Sedona Loop Tallahassee, FL 32308
James Lee Thompson III and Donna Burch Thompson 3537 Lakeshore Dr. Tallahassee, FL 32312	Lot 6 Unit A (West Unit) Block A 3441 Sedona Loop Tallahassee, FL 32308
Carol B. Newman Trustee of the Newman Family Revocable Trust 3443 Sedona Loop Tallahassee, FL 32308	Lot 6 Unit B (East Unit) Block A 3443 Sedona Loop Tallahassee, FL 32308
Abigail Hallett 3449 Sedona Loop Tallahassee, FL 32308	Lot 7 Unit A (West Unit) Block A 3449 Sedona Loop Tallahassee, FL 32308
Heather Michelle Richardson 3451 Sedona Loop Tallahassee, FL 32308	Lot 7 Unit B (East Unit) Block A 3451 Sedona Loop Tallahassee, FL 32308
El Cid Parmar & Jenny E. Parmar 1746 San Damian Rd. Tallahassee, FL 32303	Lot 8 Unit A (West Unit) Block A 3457 Sedona Loop Tallahassee, FL 32308

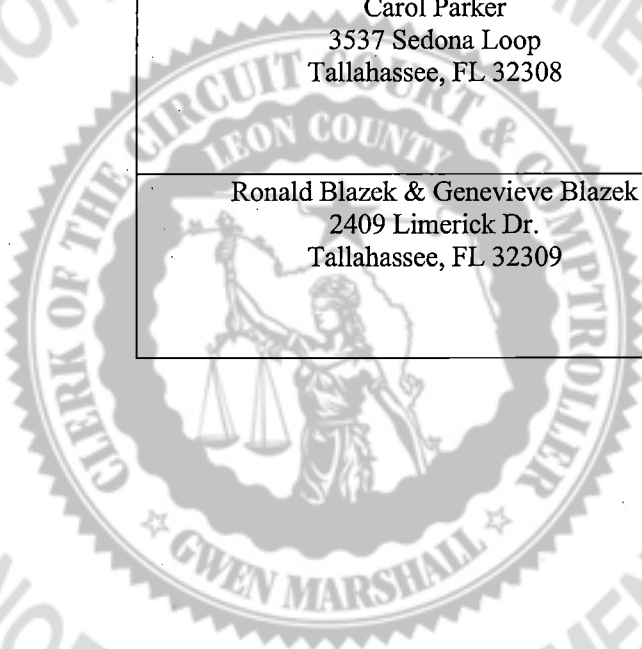
Travis O. Dorn 3459 Sedona Loop Tallahassee, FL 32308	Lot 8 Unit B (East Unit) Block A 3459 Sedona Loop Tallahassee, FL 32308
Alan L. Strickland & Pamela J. Strickland 12292 73 rd Ct. N West Palm Beach, FL 33412	Lot 9 Unit A (West Unit) Block A 3465 Sedona Loop Tallahassee, FL 32308
Angie M. Strickland 3467 Sedona Loop Tallahassee, FL 32308	Lot 9 Unit B (East Unit) Block A 3467 Sedona Loop Tallahassee, FL 32308
Anthony R Mordica Sr. & Beverly H. Mordica 5641 Countryside Dr. Tallahassee, FL 32317	Lot 10 Unit A (West Unit) Block A 3473 Sedona Loop Tallahassee, FL 32308
Hampton E Hendry 3475 Sedona Loop Tallahassee, FL 32308	Lot 10 Unit B (Middle Unit) Block A 3475 Sedona Loop Tallahassee, FL 32308
Leila C. Jett 3477 Sedona Loop Tallahassee, FL 32308	Lot 10 Unit C (East Unit) Block A 3477 Sedona Loop Tallahassee, FL 32308
Pam Cunningham 4655 High Grove Rd. Tallahassee, FL 32309	Lot 11 Unit A (South Unit) Block A 3483 Sedona Loop Tallahassee, FL 32308
Hannah Leigh Barnett 3481 Sedona Loop Tallahassee, FL 32308	Lot 11 Unit B (North Unit) Block A 3481 Sedona Loop Tallahassee, FL 32308



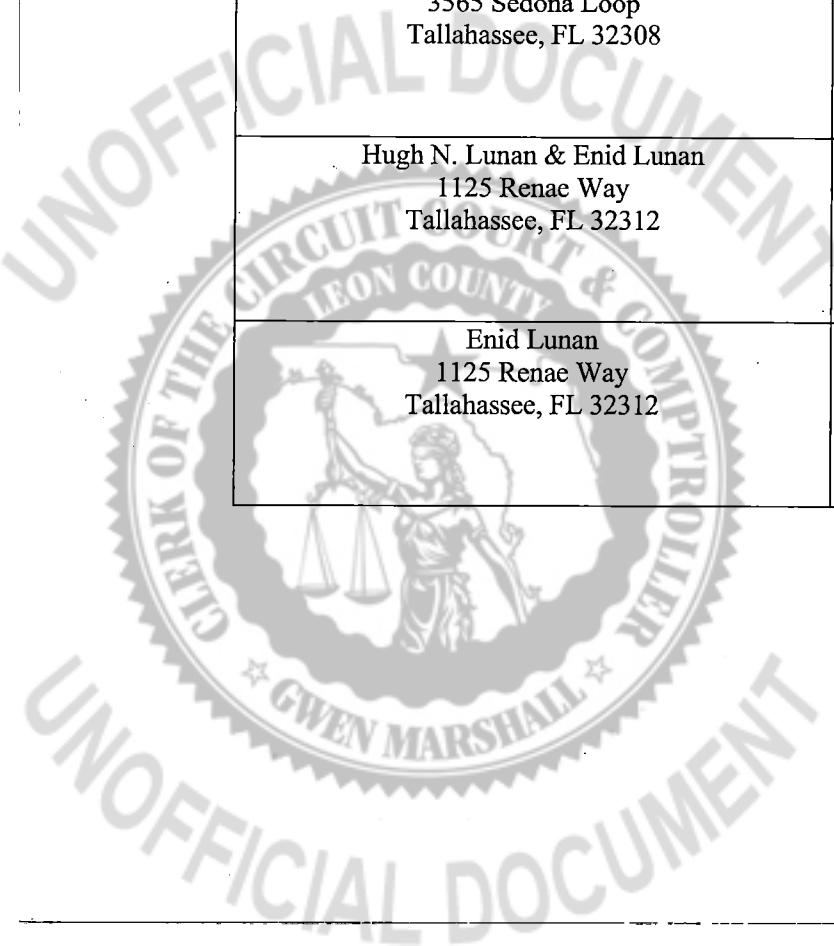
Tenprop Holdings LLC 1413 Maclay Commerce Dr. Tallahassee, FL 32312	Lot 12 Unit A (South Unit) Block A 3489 Sedona Loop Tallahassee, FL 32308
Burt Griffin & Lanette Griffin 119 Birdnest Rd. # 1920 Sapphire, NC 28774-7689	Lot 12 Unit B (Middle Unit) Block A 3491 Sedona Loop Tallahassee, FL 32308
Francine Persampieri 3493 Sedona Loop Tallahassee, FL 32308	Lot 12 Unit C (North Unit) Block A 3493 Sedona Loop Tallahassee, FL 32308
Marcia Richardson 3497 Sedona Loop Tallahassee, FL 32308	Lot 13 Unit A (East Unit) Block A 3497 Sedona Loop Tallahassee, FL 32308
Deborah A Lesperance & Lauren Lesperance 3499 Sedona Loop Tallahassee, FL 32308	Lot 13 Unit B (Middle Unit) Block A 3499 Sedona Loop Tallahassee, FL 32308
John G. Mullins 4008 Brandon Hill Dr. Tallahassee, FL 32309	Lot 13 Unit C (West Unit) Block A 3501 Sedona Loop Tallahassee, FL 32308
Antoninette C. Harris 3156 Crump Rd. Tallahassee, FL 32309	Lot 14 Unit A (West Unit) Block A 3507 Sedona Loop Tallahassee, FL 32308
Linda A. Hodges Revocable Trust 3505 Sedona Loop Tallahassee, FL 32308	Lot 14 Unit B (East Unit) Block A 3505 Sedona Loop Tallahassee, FL 32308



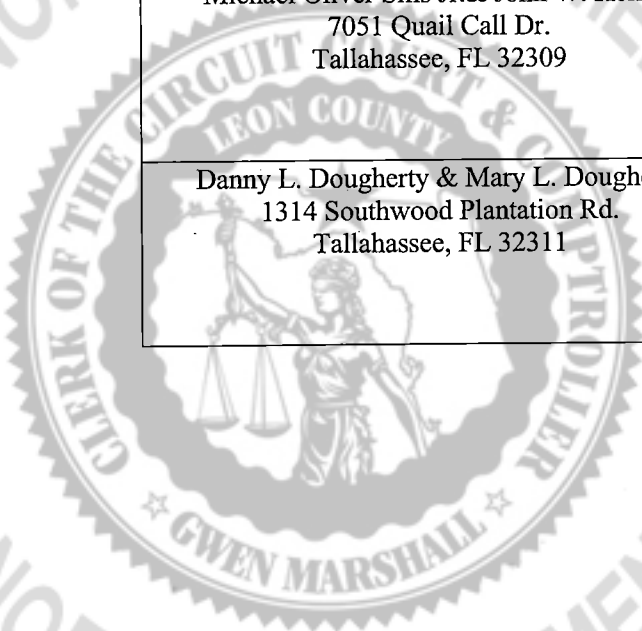
Jared Thomas Smith 3513 Sedona Loop Tallahassee, FL 32308	Lot 15 Unit A (East Unit) Block A 3513 Sedona Loop Tallahassee, FL 32308
Laura Beth Pavelka 3515 Sedona Loop Tallahassee, FL 32308	Lot 15 Unit B (West Unit) Block A 3515 Sedona Loop Tallahassee, FL 32308
Brian Fitzpatrick & Suzanne Fitzpatrick 3521 Sedona Loop Tallahassee, FL 32308	Lot 16 Unit A (East Unit) Block A 3521 Sedona Loop Tallahassee, FL 32308
Chika L. Okoro 3523 Sedona Loop Tallahassee, FL 32308	Lot 16 Unit B (West Unit) Block A 3523 Sedona Loop Tallahassee, FL 32308
Tiffany Stuart & Mary Parker 3529 Sedona Loop Tallahassee, FL 32308	Lot 17 Unit A (East Unit) Block A 3529 Sedona Loop Tallahassee, FL 32308
Christine Manuri & Jason Brooks 5726 Doonesbury Way Tallahassee, FL 32303	Lot 17 Unit B (West Unit) Block A 3531 Sedona Loop Tallahassee, FL 32308
Carol Parker 3537 Sedona Loop Tallahassee, FL 32308	Lot 18 Unit A (East Unit) Block A 3537 Sedona Loop Tallahassee, FL 32308
Ronald Blazek & Genevieve Blazek 2409 Limerick Dr. Tallahassee, FL 32309	Lot 18 Unit B (West Unit) Block A 3539 Sedona Loop Tallahassee, FL 32308



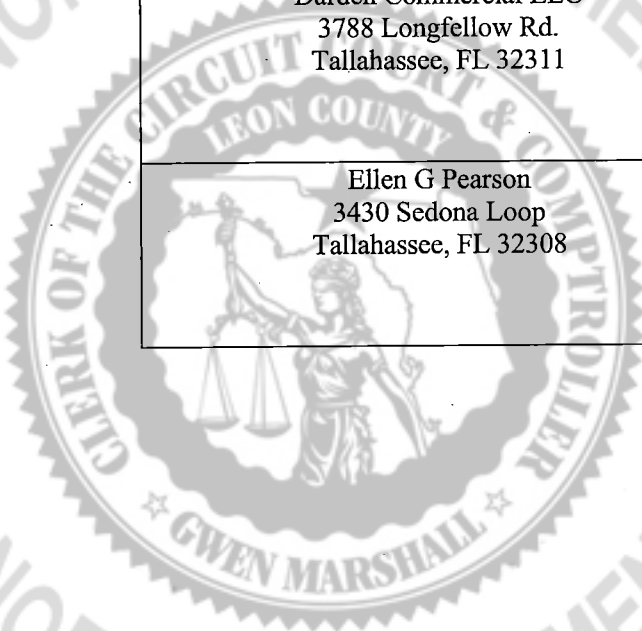
Lucia R. O'Connell 3547 Sedona Loop Tallahassee, FL 32308	Lot 19 Unit A (West Unit) Block A 3547 Sedona Loop Tallahassee, FL 32308
Virginia M. Williams 3545 Sedona Loop Tallahassee, FL 32308	Lot 19 Unit B (East Unit) Block A 3545 Sedona Loop Tallahassee, FL 32308
Elizabeth Kushner & Kenneth B. Kushner 3020 Tisha Dr. Tallahassee, FL 32309	Lot 20 Unit A (East Unit) Block A 3553 Sedona Loop Tallahassee, FL 32308
Darden Commercial LLC 3788 Longfellow Rd. Tallahassee, FL 32311	Lot 20 Unit B (Middle Unit) Block A 3555 Sedona Loop Tallahassee, FL 32308
Sandra L. Stevens 263B S Villas Ct. Tallahassee, FL 32303	Lot 20 Unit C (West Unit) Block A 3557 Sedona Loop Tallahassee, FL 32308
Gale F. Cook 3565 Sedona Loop Tallahassee, FL 32308	Lot 21 Unit A (SW Unit) Block A 3565 Sedona Loop Tallahassee, FL 32308
Hugh N. Lunan & Enid Lunan 1125 Renae Way Tallahassee, FL 32312	Lot 21 Unit B (Middle Unit) Block A 3563 Sedona Loop Tallahassee, FL 32308
Enid Lunan 1125 Renae Way Tallahassee, FL 32312	Lot 21 Unit C (NE Unit) Block A 3561 Sedona Loop Tallahassee, FL 32308



Kathryn Lee Hock 1771 Woodgate Way Tallahassee, FL 32308	Lot 22 Unit A (North Unit) Block A 3569 Sedona Loop Tallahassee, FL 32308
Kathryn Lee Hock 1771 Woodgate Way Tallahassee, FL 32308	Lot 22 Unit B (South Unit) Block A 3569 Sedona Loop Tallahassee, FL 32308
Richard L. Stephens & Janet S. Stephens 2412 Monaco Dr. Tallahassee, FL 32308	Lot 23 Unit A (North Unit) Block A 3577 Sedona Loop Tallahassee, FL 32308
Alan L. Strickland & Pamela J. Strickland 12292 73 RD Ct. NW West Palm Beach, FL 33412	Lot 23 Unit B (South Unit) Block A 3579 Sedona Loop Tallahassee, FL 33412
Brandy L Davis 3587 Sedona Loop Tallahassee, FL 32308	Lot 24 Unit B (South Unit) Block A 3587 Sedona Loop Tallahassee, FL 32308
Randolph Pridgeon & Lisa Pridgeon 3585 Sedon Loop Tallahassee, FL 32308	Lot 24 Unit A (North Unit) Block A 3585 Sedona Loop Tallahassee, FL 32308
Michael Oliver Sills Jr. & John W. Keillor 7051 Quail Call Dr. Tallahassee, FL 32309	Lot 25 Unit A (North Unit) Block A 3593 Sedona Loop Tallahassee, FL 32308
Danny L. Dougherty & Mary L. Dougherty 1314 Southwood Plantation Rd. Tallahassee, FL 32311	Lot 25 Unit B (South Unit) Block A 3595 Sedona Loop Tallahassee, FL 32308



Danny L. Dougherty & Mary L. Dougherty 1314 Southwood Plantation Rd. Tallahassee, FL 32311	Lot 26 Unit A (North Unit) Block A 3601 Sedona Loop Tallahassee, FL 32308
Danny L. Dougherty & Mary L. Dougherty 1314 Southwood Plantation Rd. Tallahassee, FL 32311	Lot 26 Unit B (South Unit) Block A 3603 Sedona Loop Tallahassee, FL 32308
Sarah Anne Paulson 3609 Sedona Loop Tallahassee, FL 32308	Lot 27 Unit A (North Unit) Block A 3609 Sedona Loop Tallahassee, FL 32308
Linda G. Buchanan 3611 Sedona Loop Tallahassee, FL 32308	Lot 27 Unit B (South Unit) Block A 3611 Sedona Loop Tallahassee, FL 32308
Sedona Loop LLC 1330 Thomasville Rd. Tallahassee, FL 32303	Lot 1 Unit A (North Unit) Block B 3604 Sedona Loop Tallahassee, FL 32308
Faith Dupins 3606 Sedona Loop Tallahassee, FL 32308	Lot 1 Unit B (Middle Unit) Block B 3606 Sedona Loop Tallahassee, FL 32308
Darden Commercial LLC 3788 Longfellow Rd. Tallahassee, FL 32311	Lot 2 Unit A (West Unit) Block B 3428 Sedona Loop Tallahassee, FL 32308
Ellen G Pearson 3430 Sedona Loop Tallahassee, FL 32308	Lot 2 Unit B (East Unit) Block B 3430 Sedona Loop Tallahassee, FL 32308



Virginia Ann Seymour 3436 Sedona Loop Tallahassee, FL 32308	Lot 3 Unit A (West Unit) Block B 3436 Sedona Loop Tallahassee, FL 32308
Samadhi D. Jones 3438 Sedona Loop Tallahassee, FL 32308	Lot 3 Unit B (East Unit) Block B 3438 Sedona Loop Tallahassee, FL 32308
Kathy L. Treadway 1005 Piedmont Dr. Tallahassee, FL 32312	Lot 4 Unit A (East Unit) Block B 3446 Sedona Loop Tallahassee, FL 32308
Meridian Planning Inc 2651 Shiloh Way Tallahassee, FL 32308	Lot 4 Unit B (West Unit) Block B 3444 Sedona Loop Tallahassee, FL 32308
AAVL Investments LLC 2772 Laurelwood Ln. Tallahassee, FL 32317	Lot 5 Unit A (East Unit) Block B 3468 Sedona Loop Tallahassee, FL 32308
Teresa J Nichols & Michael Nichols 3466 Sedona Loop Tallahassee, FL 32308	Lot 5 Unit B (West Unit) Block B 3466 Sedona Loop Tallahassee, FL 32308
Mark E. Purvis 3488 Sedona Loop Tallahassee, FL 32308	Lot 6 Unit A (East Unit) Block B 3488 Sedona Loop Tallahassee, FL 32308
Dorothy A. Tyndall 3490 Sedona Loop Tallahassee, FL 32308	Lot 6 Unit B (West Unit) Block B 3490 Sedona Loop Tallahassee, FL 32308

Emily E. Generes 3510 Sedona Loop Tallahassee, FL 32308	Lot 7 Unit A (East Unit) Block B 3510 Sedona Loop Tallahassee, FL 32308
William Dawkins & Tammie D. Dawkins 7133 Atascadero Ln. Tallahassee, FL 32317	Lot 7 Unit B (West Unit) Block B 3512 Sedona Loop Tallahassee, FL 32308
Jane M. Patterson 3520 Sedona Loop Tallahassee, FL 32308	Lot 8 Unit A (West Unit) Block B 3520 Sedona Loop Tallahassee, FL 32308
Randal G Hock 1771 Woodgate Way Tallahassee, FL 32308	Lot 8 Unit B (East Unit) Block B 3518 Sedona Loop Tallahassee, FL 32308
Michael Santos 3528 Sedona Loop Tallahassee, FL 32308	Lot 9 Unit A (West Unit) Block B 3528 Sedona Loop Tallahassee, FL
Aspen L Bogan 3526 Sedona Loop Tallahassee, FL 32308	Lot 9 Unit B (East Unit) Block B 3526 Sedona Loop Tallahassee, FL 32308
Hugh N. Lunan & Enid Lunan 1125 Renae Way Tallahassee, FL 32312	Lot 10 Unit A (West Unit) Block B 3536 Sedona Loop Tallahassee, FL 32308
Hannah Wilson & Young Kang 3534 Sedona Loop Tallahassee, FL 32308	Lot 10 Unit B (East Unit) Block B 3534 Sedona Loop Tallahassee, FL 32308

Tracy L. Abanin 2810 Tipperary Dr. Tallahassee, FL 32309	Lot 11 Unit A (East Unit) Block B 3556 Sedona Loop Tallahassee, FL 32308
Darden Commercial LLC 3788 Long Fellow Rd. Tallahassee, FL 32311	Lot 11 Unit B (Middle Unit) Block B 3558 Sedona Loop Tallahassee, FL 32308
Christie A. Stanton 3560 Sedona Loop Tallahassee, FL 32308	Lot 11 Unit C (West Unit) Block B 3560 Sedona Loop Tallahassee, FL 32308
Penney Properties Too LLC 5726 Quarterman Rd. Hahira, GA 31632	Lot 12 Unit A (North Unit) Block B 3578 Sedona Loop Tallahassee, FL 32308
June Victoria Fountain Weaver & Toria Tate 3580 Sedona Loop Tallahassee, FL 32308	Lot 12 Unit B (South Unit) Block B 3580 Sedona Loop Tallahassee, FL 32308
Eric J. Swearingen 12460 Windtree Blvd. Seminole, FL 33772	Lot 13 Unit A (South Unit) Block B 3592 Sedona Loop Tallahassee, FL 32308
David S. Strazulla 3590 Sedona Loop Tallahassee, FL 32308	Lot 13 Unit B (North Unit) Block B 3590 Sedona Loop Tallahassee, FL 32308

