

DECLARATION OF COVENANTS, CONDITIONS

AND RESTRICTIONS

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

W I T N E S S E T H :

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

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

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

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to

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

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

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RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
NOV 21 3 45 PM 1984
PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT

641883
RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
OCT 19 4 03 PM 1983
PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT

UNOFFICIAL DOCUMENT
CLERK OF THE CIRCUIT COURT
LEON COUNTY, FLORIDA
JOHN MARSHALL
UNOFFICIAL DOCUMENT

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

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

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

Section 6. "Declarant" shall mean and refer to
EQUITY RESOURCES, INC., a Florida corporation

its successor and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

Property Rights

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

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility, if any, situated upon the Common Area;

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

**Rerecorded to include Exhibit "C".

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

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

ARTICLE III

Membership and Voting Rights

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

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

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

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

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

(b) On January 1, 1985.

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ARTICLE IV

Covenant for Maintenance Assessments

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Section 1. Creation of the Lien and Personal Obligation

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

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

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

ONE HUNDRED AND NO/100----- dollars (\$ 100.00) per Lot.

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

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

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

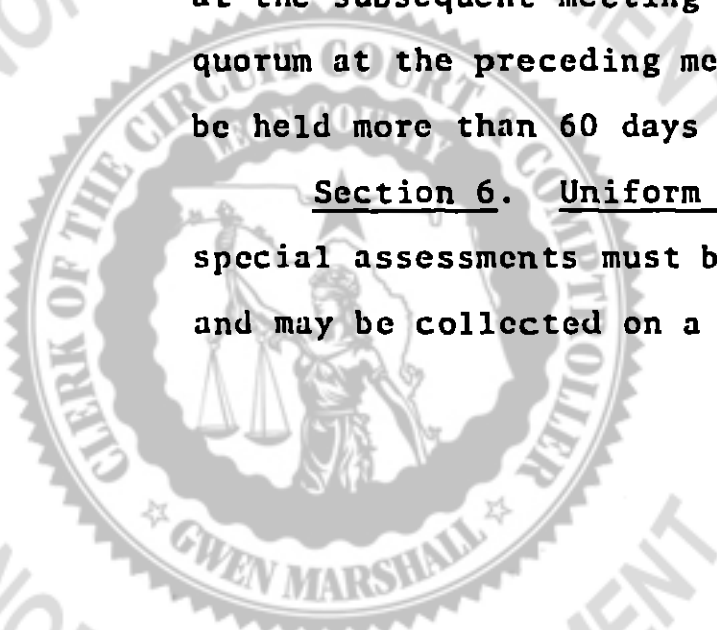
Section 4. Special Assessments for Capital Improvements.

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

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

If a quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.



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Section 7. Date of Commencement of Annual Assessments:

Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

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ARTICLE V

Land Use and Building Type

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No lot shall be used except for residential purposes.

ARTICLE VI

Dwelling Size

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

ARTICLE VII

Building Location

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

ARTICLE VIII

Nuisances

No noxious or offensive activity shall be carried on upon
any Lot, nor shall anything be done thereon which may be or may
become an annoyance or nuisance to the neighborhood.

ARTICLE IX

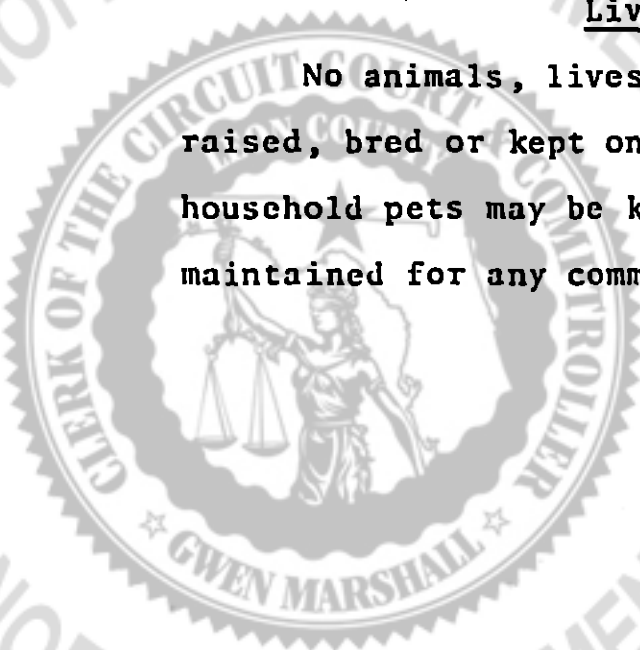
Signs

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

ARTICLE X

Livestock and Poultry

No animals, livestock, or poultry of any kind shall be
raised, bred or kept on any lot, except that dogs, cats or other
household pets may be kept, provided they are not kept, bred or
maintained for any commercial purpose.



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ARTICLE XI

Architectural Control

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

ARTICLE XII

General Provisions

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date of this Declaration recordation, after which time they shall be automatically extended for

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CONDITIONS & RESTRICTIONS:

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successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. Any amendment must be recorded.

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

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

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

Signed, sealed and delivered
in our presence as witnesses:

Dana Hassfurther
Mary R. Kreece

EQUITY RESOURCES, INC.

By:

Richard L. Pelham, President

STATE OF FLORIDA]
COUNTY OF LEON]

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

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

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

Mary R. Kreece
Notary Public

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA-AT-LARGE
MY COMMISSION EXPIRES MAY 25, 1985
BONDED THRU GENERAL INS. UNDERWRITERS

**THIS INSTRUMENT RERECORDED TO INCLUDE COPY OF PLAT, EXHIBIT "C".

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EXHIBIT "A"

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HARTSFIELD WOODS, unrecorded, more particularly described as follows:

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



[Hartsfield Woods
60' easement (roadway)]

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EXHIBIT "B"

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

EXHIBIT "C"

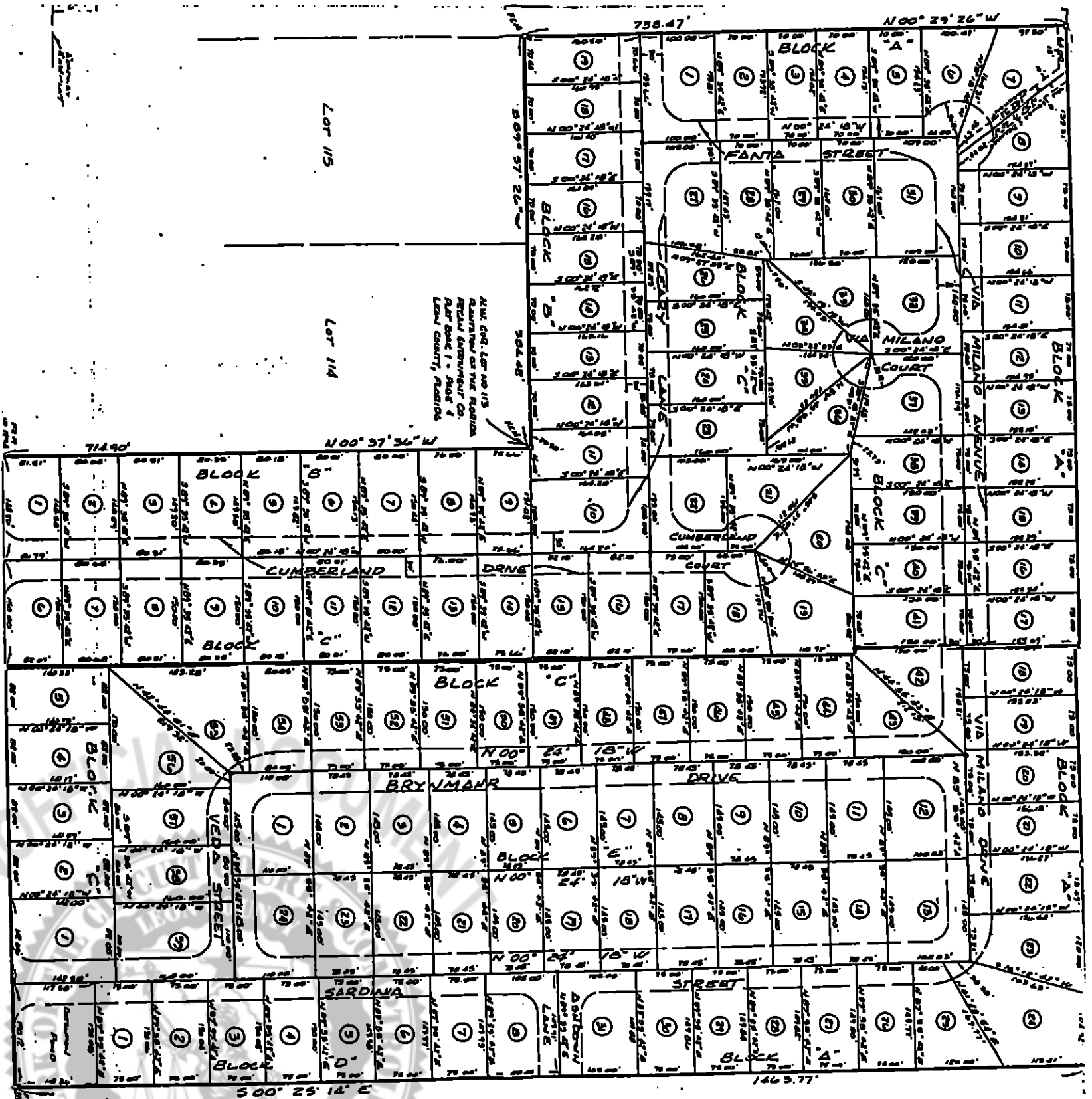


EXHIBIT "C"