

OFF 1000 PAGE 2272
REC

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

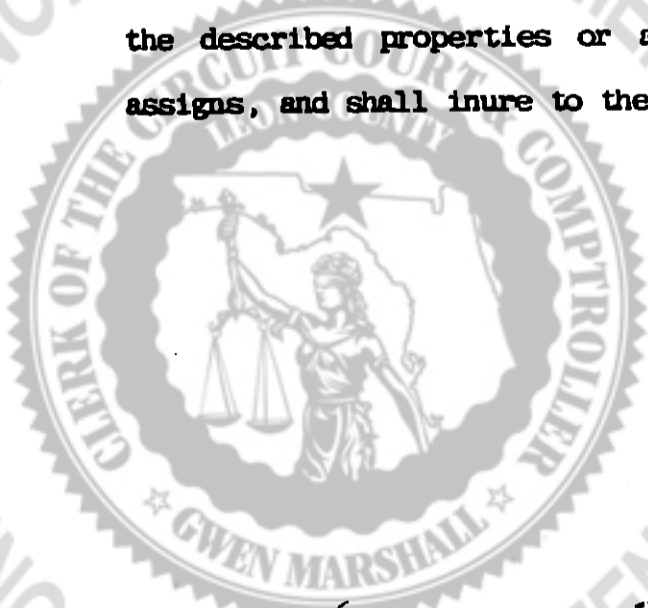
THIS DECLARATION, made on the date hereinafter set forth by FRANK DEVELOPMENT, INC. a Florida Corporation, hereinafter referred to as "Declarants".

W I T N E S S E T H :

WHEREAS, Declarants are the owners of certain property in Tallahassee, County of Leon, State of Florida, which is more particularly described as:

COMMENCE at the Southeast corner of Lot 14, Block "AH" of Killearn Estates Unit No. 10, as recorded in Plat Book 6, Page 4 of the Public Records of Leon County, Florida, and run South 03 degrees 05 minutes 40 seconds West along the Westerly right of way boundary of Edenderry Drive 115.00 feet, thence South 86 degrees 54 minutes 20 seconds East 60.00 feet to the Easterly right of way boundary of said Edenderry Drive, thence North 03 degrees 03 minutes 40 seconds East along said Easterly right of way boundary 5.43 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 03 degrees 05 minutes 40 seconds East along said Easterly right of way boundary 40.00 feet, thence South 87 degrees 21 minutes 18 seconds East 178.48 feet, thence South 85 degrees 24 minutes 30 seconds East 500.57 feet, thence North 85 degrees 42 minutes 41 seconds East 314.23 feet, thence Southerly along a line 22.0 feet Westerly of and parallel to the approximate centerline of a paved road as follows: South 05 degrees 57 minutes 13 seconds East 118.12 feet to a point of curve to the right, thence along said curve with a radius of 138.79 feet, through a central angle of 35 degrees 48 minutes 31 seconds, for an arc distance of 86.74 feet, thence leaving said parallel line run South 85 degrees 42 minutes 41 seconds West 309.32 feet, thence North 85 degrees 24 minutes 30 seconds West 354.72 feet, thence North 40 degrees 24 minutes 30 seconds West 226.31 feet, thence North 87 degrees 21 minutes 18 seconds West 178.79 feet to the POINT OF BEGINNING: containing 3.67 acres, more or less.

NOW THEREFORE, Declarants hereby declare 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.



549253
RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
JUL 22 12 06 PM 1981
PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT

3217 Newman Hill Lane
Tallahassee, Fla 32308
Signed by
Dwight F. ...

Definitions

Section 1. "Association" shall mean and refer to Country Club Villas Homeowners Association, Inc., a Florida Corporation not for profit, 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.

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 any real property (including the improvements thereto) hereinafter conveyed to the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association shall be within the following described property:

COMMENCE at the Southeast corner of Lot 14, Block "AH" of Killlearn Estates Unit No. 10, as recorded in Plat Book 6, Page 4 of the Public Records of Leon County, Florida, and run South 03 degrees 05 minutes 40 seconds West along the Westerly right of way boundary of Edenderry Drive 115.00 feet, thence South 86 degrees 54 minutes 20 seconds East 60.00 feet to the Easterly right of way boundary of said Edenderry Drive, thence North 03 degrees 03 minutes 40 seconds East along said Easterly right of way boundary 5.43 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 03 degrees 05 minutes 40 seconds East along said Easterly right of way boundary 40.00 feet, thence South 87 degrees 21 minutes 18 seconds East 178.48 feet, thence South 85 degrees 24 minutes 30 seconds East 500.57 feet, thence North 85 degrees 42 minutes 41 seconds East 314.23 feet, thence Southerly along a line 22.0 feet Westerly of and parallel to the approximate centerline of a paved road as follows: South 05 degrees 57 minutes 13 seconds East 118.12 feet to a point of curve to the right, thence along said curve with a radius of 138.79 feet, through a central angle of 35 degrees 48 minutes 31 seconds, for an arc distance of 86.74 feet, thence leaving said parallel line run South 85 degrees 42 minutes 41 seconds West 309.32 feet, thence North 85 degrees 24 minutes 30 seconds West 354.72 feet, thence North 40 degrees 24 minutes 30 seconds West 226.31 feet, thence North 87 degrees 21 minutes 18 seconds West 178.79 feet to the POINT OF BEGINNING: containing 3.67 acres, more or less.

Section 5. It is contemplated that the Declarants will develop thirty-four (34) single family attached dwelling units, which will be conveyed to various persons and that easements will be granted for common roadways, sewers, water and electric.

Section 6. "Declarants" shall mean and refer to Frank Development, Inc. and its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarants or the purpose of development.

ARTICLE II

Property Rights

OFF 1000 PAGE 2274
REC

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

a) The right of the Association to suspend the voting rights to use of the recreational facilities 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:

b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may only delegate his right of enjoyment to the Common Area and facilities to the members of his family or tenants who reside on the property.

ARTICLE III

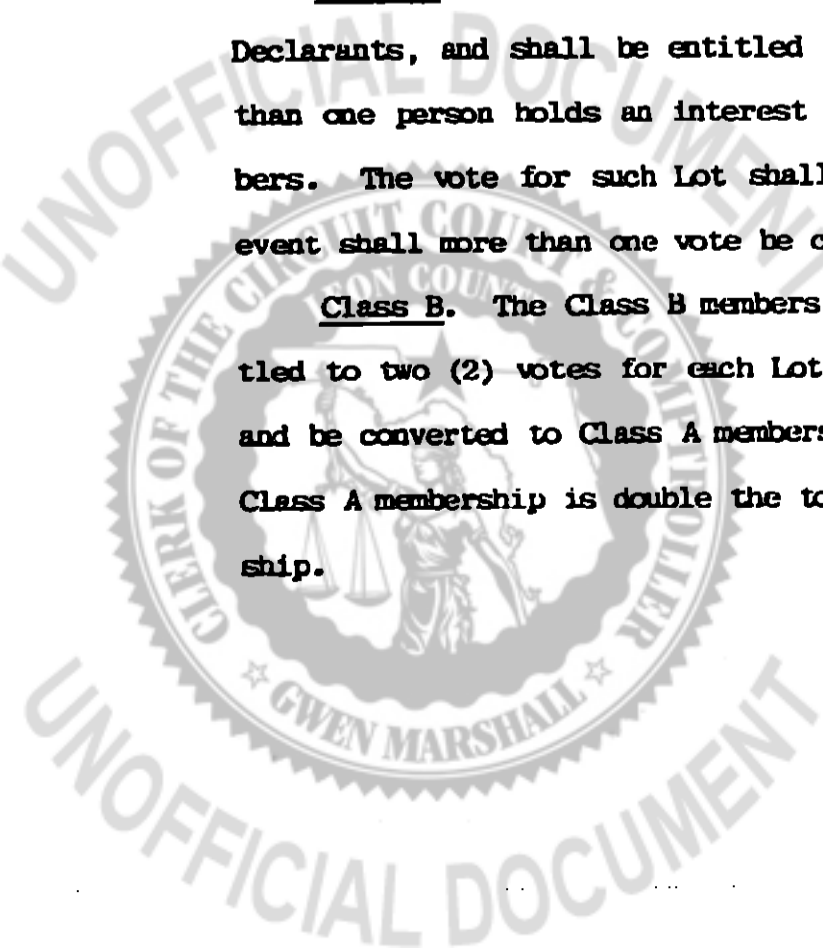
Membership and Voting Rights

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 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. 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 members shall be the Declarants and shall be entitled to two (2) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership is double the total votes outstanding in the Class B membership.



Covenant for Maintenance AssessmentsSection 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarants, for each Lot owned within the Properties, hereby covenant, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; 1) annual assessments or charges, and 2) special assessments for common emergency, such assessments to be established and collected as hereinafter provided. The annual and assessments for common emergency, 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 assessments fell due.

Section 2. Purpose of Assessments. A) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties; B) for the improvement and maintenance of the Common Area, including, but not limited to yard, road and access, and for the maintenance of the individual dwellings as hereinafter provided. The exterior of all privately owned residences shall not be stained or changed in such a way as to impair aesthetics of the development. The sole determination in this regard shall be made by the Board of Directors. All exteriors shall be restained at least every 5th year, at the expense of the Association.

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 per Lot shall be:

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 above 10% by a vote of a majority of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 10% by a vote of a majority of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

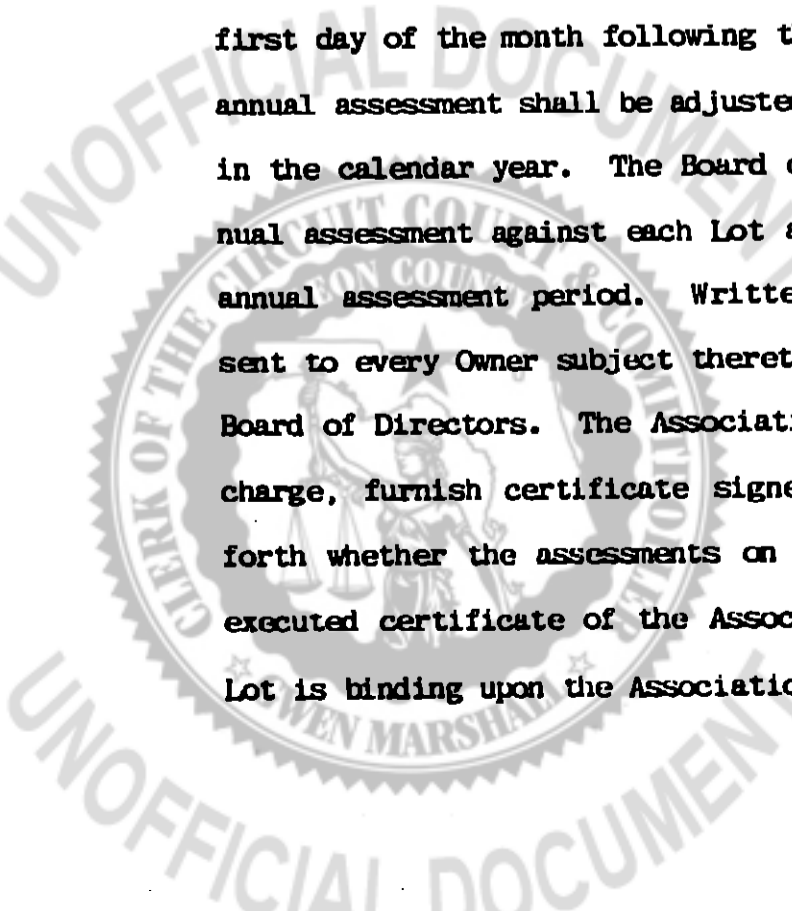
c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Common Emergency. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a Common Emergency Assessment applicable to that year only for the purpose of defraying, in whole or in part, the repair or replacement of a damage to the Common Area, including fixture and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

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

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 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 Non-payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest at the maximum legal rate 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.

ARTICLE V

Architectural Control

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fail 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 VI

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 this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than sixty percent (60%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3rds) of each class of members.

Executed this 20 day of July, 1981.

Signed, sealed and delivered in the presence of.

Wayne H. Hunt
J. Carter

FRANK DEVELOPMENT, INC.,

BY: [Signature]
It's a President



STATE OF FLORIDA

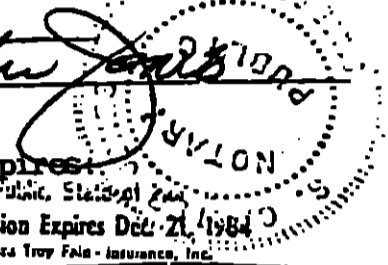
COUNTY OF LEON

OFF REC 1000 PAGE 2279

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and the County aforesaid to take acknowledgements, personally appeared BARRY FRANK who is the President of FRANK DEVELOPMENT, INC., and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 20 day of July, 1981.

J. Carter Jacobs
 NOTARY PUBLIC
 My commission expires 12-21-84
 Notary Public, State of Florida
 My Commission Expires Dec. 21, 1984
 Bonded thru Troy Felt - Insurance, Inc.



STATE OF FLORIDA

COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and the County aforesaid to take acknowledgements, personally appeared J.T. WILLIAMS who is the President of KILLEARN PROPERTIES, INC., and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1981.

NOTARY PUBLIC

My commission expires:



19

ARTICLES OF INCORPORATION OFF REC 1000 PAGE 2280
OF

COUNTRY CLUB VILLAS HOMEOWNERS ASSOCIATION, INC.

We, the undersigned, acting as incorporators of a nonprofit corporation under Chapter 617 of the Florida Statutes, do hereby adopt the following articles of incorporation for such corporation:

ARTICLE I

The name of the corporation (hereinafter called the association) is Country Club Villas Homeowners Association, Inc.

ARTICLE II

The specific primary purposes for which the association is formed are to provide for maintenance, preservation and architectural control of the residence lots and common areas within a certain subdivided tract of real property described as follows:

Unit 30, Killearn Estates - A 3.67 acre tract of land, see Covenants and Restrictions for Country Club Villas for legal description.

549254

RECORDED IN THE PUBLIC RECORDS OF LEON CO. FLA.

JUL 22 12 07 PM 1981

PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT



3217 Heather Hill Ln
Tallahassee, Fla 32308

Prepared by
Barry Frank

and to promote the health, safety and welfare of the residents within the above-described subdivision and such additions thereto as may hereafter be brought within the jurisdiction of the association for such purpose.

In furtherance of such purposes, the association shall have power to:

a) Perform all of the duties and obligations of the association as set forth in a certain Declaration of Covenants, Conditions and Restrictions and any amendments thereto, applicable to the subdivision and recorded in the public records of Leon County, Florida.

b) Affix, levy, collect and enforce payment by any lawful means of, all charges and assessments pursuant to the terms of the declaration; and pay all expenses in connection therewith, and all office and other expenses incidental to the conduct of the business of the association, including all licenses, taxes, or governmental charges levied on or imposed against the property of the association;

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

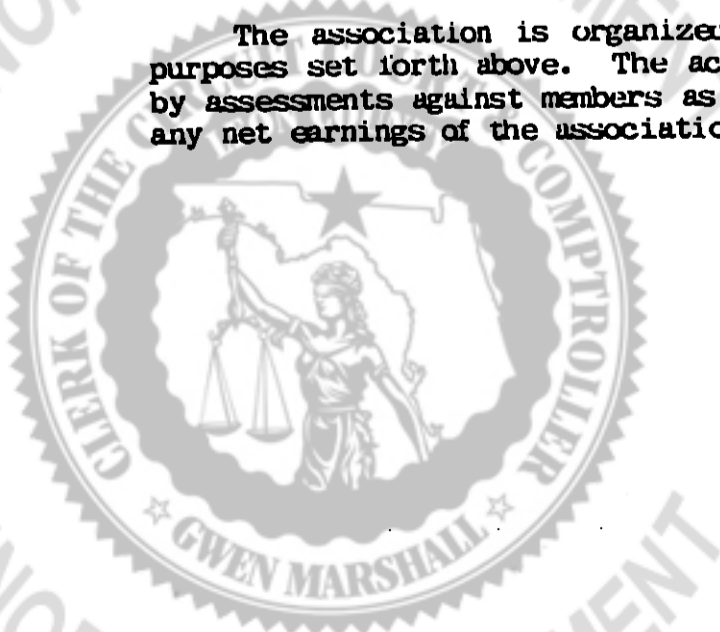
d) Borrow money and, subject to the consent by vote or written instrument of two-thirds of each class of members, mortgage, pledge, convey by deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

e) Dedicate, sell, or transfer all or any part of the common areas to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds of each class of members, agreeing to such dedication, sale, or transfer;

f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes, or annex additional residential property or common areas, provided that any merger, consolidation, or annexation shall have the assent by vote or written instrument of two-thirds of each class of members;

g) Have and exercise any and all powers, rights and privileges that a non-profit corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise.

The association is organized and shall be operated exclusively for the purposes set forth above. The activities of the association will be financed by assessments against members as provided in the declaration, and no part of any net earnings of the association will inure to the benefit of any member.



ARTICLE III

OFF 1000 PAGE 2282
REC

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

ARTICLE IV

The period of duration of the association shall be twenty (20) years with automatic successive ten (10) year extensions.

ARTICLE V

The name and residence of each subscriber is:

NAME	ADDRESS
Barry Frank	3217 Heather Hill Lane Tallahassee, FL 32308
William G. Frank	3217 Heather Hill Lane Tallahassee, FL 32308

ARTICLE VI

The affairs of the association shall be managed by a board of directors, a president and vice president, who shall at all times be members of the board of directors, and a secretary and treasurer. Such officers shall be elected or appointed at the first meeting of the board of directors following each annual meeting of members.

The names of the officers who are to serve until the first election or appointment are:

NAME	OFFICE
Barry Frank	President
William G. Frank	Vice President Secretary/Treasurer



ARTICLE VII

OFF 1000 PAGE 2283
REC

The number of persons constituting the first board of directors of the association shall be three (3) until forty percent (40%) of the units are sold, and the names and addresses for the persons who shall serve as directors until the first election are:

NAME	ADDRESS
Barry Frank	3217 Heather Hill Lane Tallahassee, FL 32308
William G. Frank	3217 Heather Hill Lane Tallahassee, FL 32308
Thomas B. Calhoun	3656 Shamrock West Tallahassee, FL 32308

ARTICLE VIII

The bylaws of the association may be made, altered, or rescinded at any annual meeting of the association, or at any special meeting duly called for such purpose, on the affirmative vote of two-thirds of each class of members existing at the time of and present at such meeting, except that the initial bylaws of the association shall be made and adopted by the board of directors.

ARTICLE IX

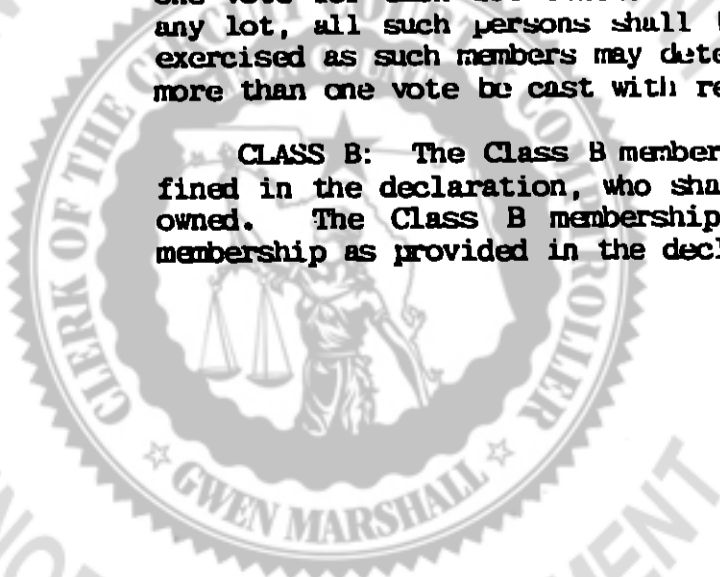
Amendments to these articles of incorporation may be proposed by any member of the association. These articles may be amended at any annual meeting of the association, or at any special meeting duly called and held for such purpose, on the affirmative vote of a majority of each class of members existing at the time of, and present at such meeting.

ARTICLE X

The association shall have two classes of voting members as follows:

CLASS A. Class A members shall be all owners with the exception of declarant, as such term is defined in the declaration, 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 such members may determine among themselves, but 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 member shall be the declarant, as such term is defined in the declaration, who shall be entitled to two (2) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership as provided in the declaration.



UNOFFICIAL DOCUMENT

ARTICLE XI

OFF 1000 PAGE 2284
REC

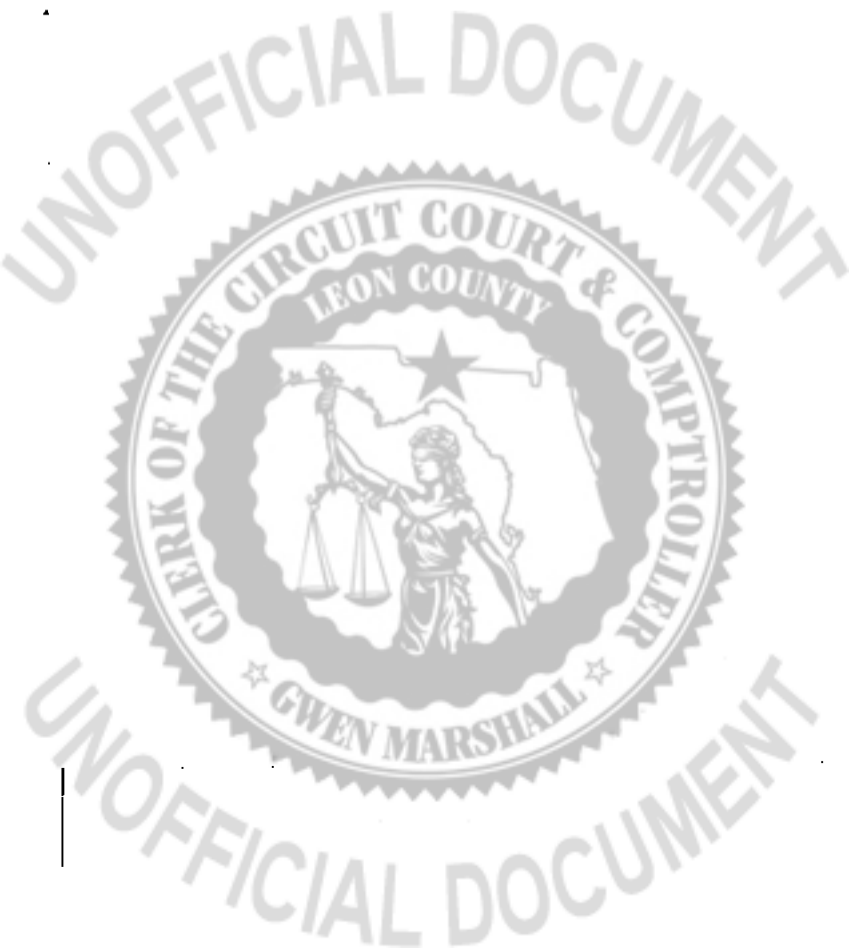
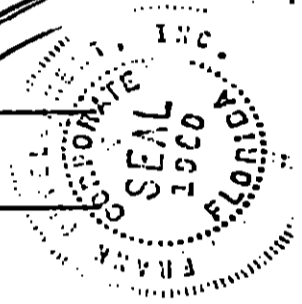
On dissolution, the assets of the association shall be distributed to an appropriate public agency to be used for purposes similar to those for which the association was created. In the event such distribution is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization organized and operated for such similar purposes.

Executed at Tallahassee, Leon County, Florida on July
20, 1981.

Witness:

Wayne H. Hunt
J. Carter Jones

T.B. Hunt



BYLAWS OF

OFF REC 1000 PAGE 2285

COUNTRY CLUB VILLAS HOMEOWNERS ASSOCIATION, INC.

A NONPROFIT CORPORATION

ARTICLE I. NAME AND LOCATION

The name of the corporation is Country Club Villas Homeowners Association, Inc. The principal office of the corporation shall be located at 3217 Heather Hill Lane, Tallahassee, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the board of directors.

ARTICLE II. DEFINITIONS

Section 1. "Association" shall mean and refer to the corporation, its successors and assigns.

Section 2. "Common area" shall mean all real property owned by the association for the common use and enjoyment of the owners.

Section 3. "Declarant" shall mean and refer to the developer, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from declarant for purposes of development.

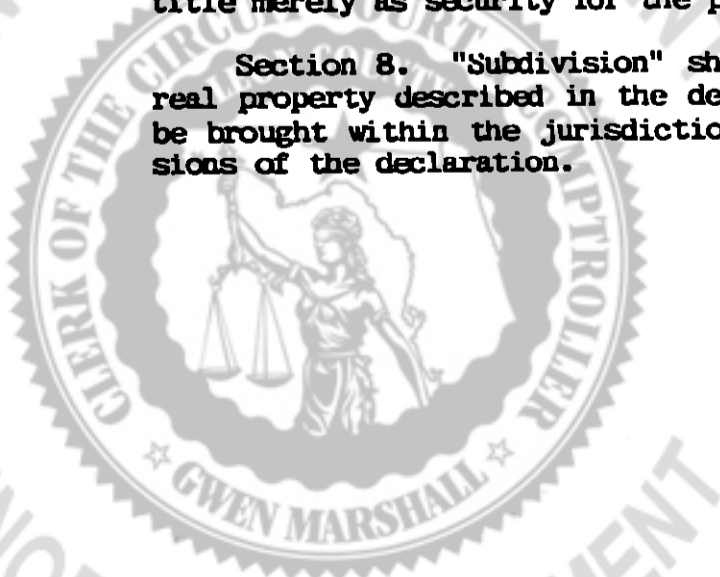
Section 4. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the subdivision and recorded on _____, 19____, in the public records of Leon County, Florida, in Official Records Book _____, at page _____.

Section 5. "Lot" shall mean and refer to any plot of land shown on the recorded subdivision plat with the exception of the common area.

Section 6. "Member" shall mean and refer to any person entitled to membership in the association as provided in the declaration.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the subdivision, including contract sellers, but excluding those holding title merely as security for the performance of an obligation.

Section 8. "Subdivision" shall mean and refer to that certain tract of real property described in the declaration, and such additions thereto as may be brought within the jurisdiction of the association pursuant to the provisions of the declaration.



UNOFFICIAL DOCUMENT

ARTICLE III. MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of members shall be held within one year from the date of incorporation of the association or not later than thirty (30) days after forty percent (40%) of the lots have been sold, whichever occurs first. Subsequent annual meetings of members shall be held on the same day of the same month of each year thereafter at the hour of one o'clock, p.m. If the day for the annual meeting of members is a legal holiday, the meeting will be held at the same hour on the next following day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of members may be called at any time by the president or by the board of directors, or on written request of members who are entitled to vote one-fourth of all votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of members shall be given by, or at the direction of, the secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) but not more than fifty (50) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the association, or supplied by such member to the association for the purpose of receiving notice. Such notice shall specify the day, hour, and place of the meeting, and in the case of a special meeting, the purpose of the meeting.

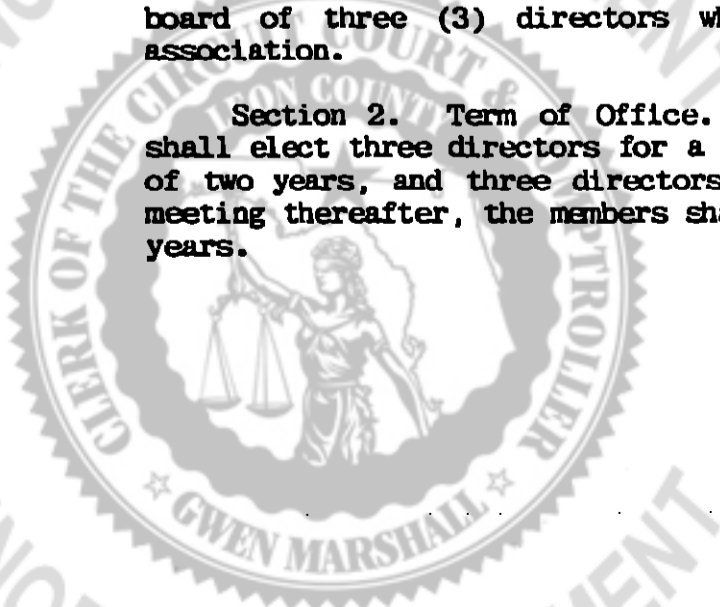
Section 4. Quorum. The presence at the meeting, in person or by proxy, of members entitled to cast a majority of the votes of each class of the membership shall constitute a quorum for authorization of any action, except as may otherwise be provided in the declaration, the articles of incorporation, or these bylaws. If a quorum is not present at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Proxies shall be revocable, and the proxy of any owner shall automatically terminate on conveyance by him of his lot.

ARTICLE IV. BOARD OF DIRECTORS - TERM OF OFFICE:
FIRST ELECTION, REMOVAL

Section 1. Number. The affairs of the association shall be managed by a board of three (3) directors who shall or need not be members of the association.

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



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

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

ARTICLE V. BOARD OF DIRECTORS
NOMINATION AND ELECTION

Section 1. Nomination. Nomination for election to the board of directors shall be by nominating committee. However, nominations may also be made from the floor at any annual meeting of members. The nominating committee shall consist of a chairman who shall be a member of the board of directors and two or more members of the association. The committee shall be appointed by the board of directors prior to each annual meeting to serve from the close of such meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the board of directors as it shall in its discretion determine, but in no event shall it nominate less than the number of vacancies to be filled.

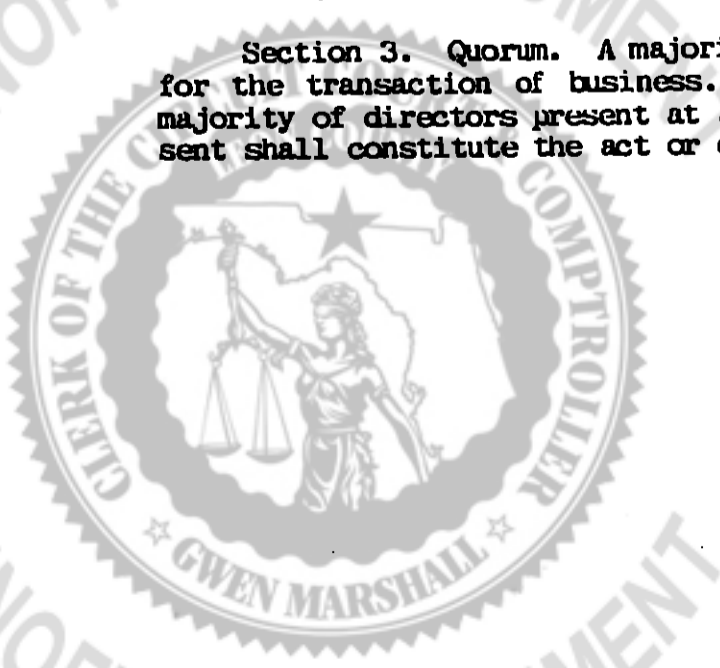
Section 2. Election. Election to the board of directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the declaration. Persons receiving the largest number of votes shall be elected. Cumulative voting is permitted.

ARTICLE VI. BOARD OF DIRECTORS - MEETINGS

Section 1. Regular Meetings. Regular meetings of the board of directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the board. In the event the regular date for a meeting falls on a legal holiday, such meeting shall be held at the same time on the next following day which is not a legal holiday.

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

Section 3. Quorum. A majority of the directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of directors present at a duly held meeting in which a quorum is present shall constitute the act or decision of the board.



ARTICLE VII. BOARD OF DIRECTORS
POWERS AND DUTIES

Section 1. Powers. The board of directors shall have power to:

a) Adopt and publish rules and regulations governing the use of the common areas and facilities including the personal conduct of the members and their guests thereon; and to establish penalties for infractions of such rules and regulations

b) Suspend the voting rights and right to use of the recreational facilities of any member during any period in which such member is in default in the payment of any assessment levied by the association. Such rights may also be suspended after notice and hearing for a period not to exceed thirty (30) days for infraction of published rules and regulations;

c) Exercise on behalf of the association all powers, duties, and authority vested in or delegated to the association and not specifically reserved to the membership by the declaration, articles of incorporation, or by other provisions of these bylaws;

d) Declare the office of a member of the board of directors to be vacant in the event that such member is absent from three (3) consecutive regular meetings of the board of directors; and

e) Employ a manager, independent contractors and such other employees as they may deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the board of directors to:

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

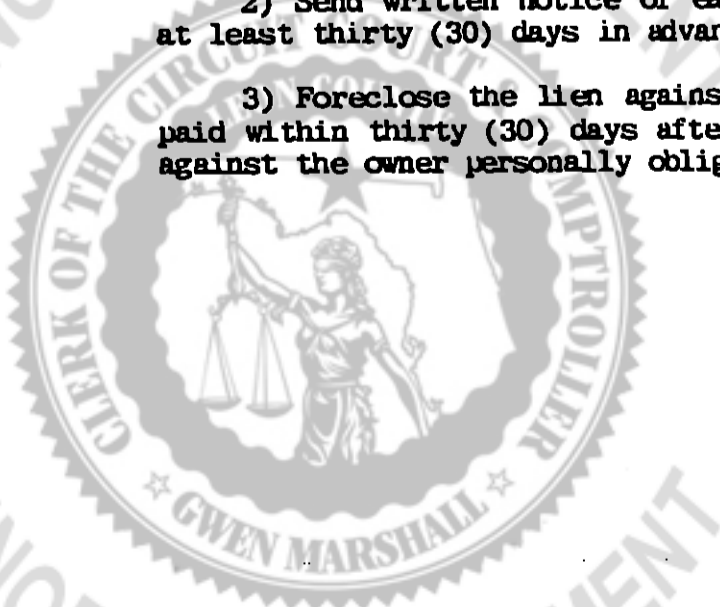
b) Supervise all officers, agents, and employees of the association and see to it that their duties are properly performed;

c) As more fully provided in the declaration, to:

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

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

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



d) Issue, or cause an appropriate officer to issue, on demand by any person, a certificate setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The board may impose a reasonable charge for the issuance of these certificates;

e) Procure and maintain adequate liability and hazard insurance on all property owned by the association;

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

g) Cause the common area to be maintained.

ARTICLE VIII. OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of the association shall be a president and vice president, who shall at all times be members of the board of directors, and a secretary, treasurer, and such other officers as the board may from time to time by resolution create. The officers shall serve without compensation.

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

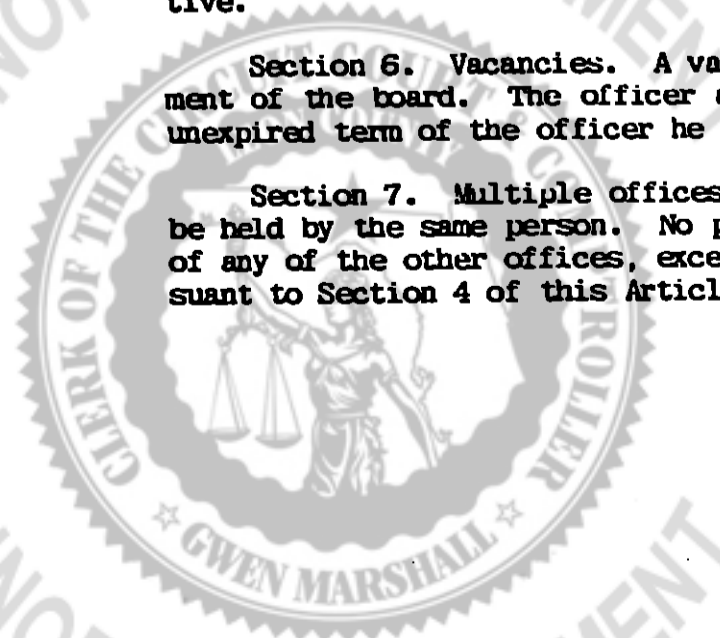
Section 3. Term. The officers of the association shall be elected annually by the board. Each shall hold office for a term of one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

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

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

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

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



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

a) President. The president shall preside at all meetings of the board of directors; shall see that orders and resolutions of the board are carried out; shall sign all leases, mortgages, deeds, and other instruments, and shall co-sign all checks and promissory notes.

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

c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the board and of the members; keep the corporate seal of the association and affix it to all papers so requiring; serve notice of meetings of the board and of members; keep appropriate current records showing the members of the association together with their addresses; and perform such other duties as may be required by the board or by law.

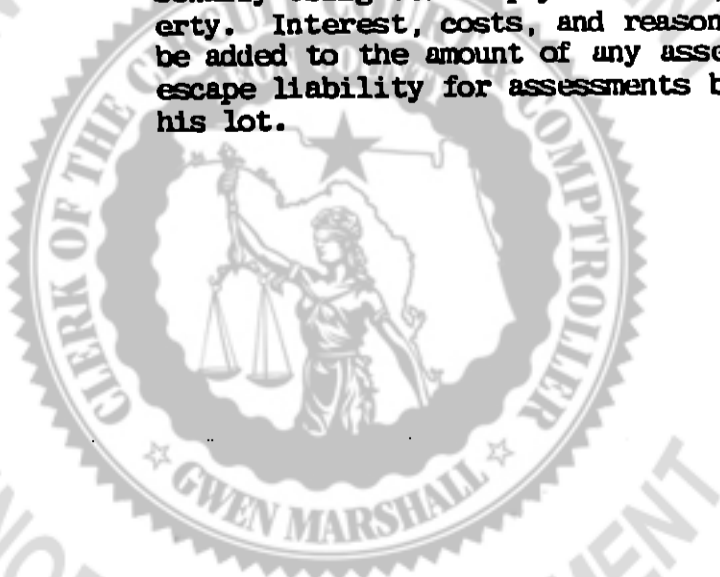
d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all funds of the association, and shall disburse such funds as directed by resolution of the board of directors; shall sign all checks and promissory notes of the association; shall keep proper books of account; shall cause an annual audit of the association books to be made by a certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures, a copy of which documents shall be delivered to each member, and a report on which shall be given at the regular annual meeting of members.

ARTICLE IX. COMMITTEES

The association shall appoint an architectural committee, as provided in the declaration, and a nominating committee as provided in Article V of these bylaws. In addition the board of directors may appoint such other committees as it may deem appropriate in the performance of its duties.

ARTICLE X. ASSESSMENTS

As more fully provided in the declaration, each member is obligated to pay to the association annual and special assessments which are secured by a continuing lien on the property against which such assessments are made. Any assessments not paid when due are considered delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment bears interest from the date of delinquency at the maximum legal interest rate allowed, and the association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against his property. Interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of any assessment due. No owner may waive or otherwise escape liability for assessments by nonuse of the common area or abandonment of his lot.



UNOFFICIAL DOCUMENT

ARTICLE XI. BOOKS AND RECORDS: INSPECTION

The books, records, and papers of the association shall be subject to inspection by any member during ordinary business hours. The declaration, articles of incorporation, and bylaws of the association shall be available for inspection by any member at the principal office of the association, where copies shall be made available for sale at a reasonable price.

ARTICLE XII. CORPORATE SEAL

The association shall have a seal in circular form having within its circumference the words: Country Club Villas Homeowners Association, Inc.

ARTICLE XIII. FISCAL YEAR

The fiscal year of the association shall be the calendar year, except that the first fiscal period shall begin on the date of incorporation and shall end on December 31st of the year of incorporation.

ARTICLE XIV. AMENDMENTS

These bylaws may be amended at a regular or special meeting of members, by vote of a majority of a quorum of members present in person or by proxy.

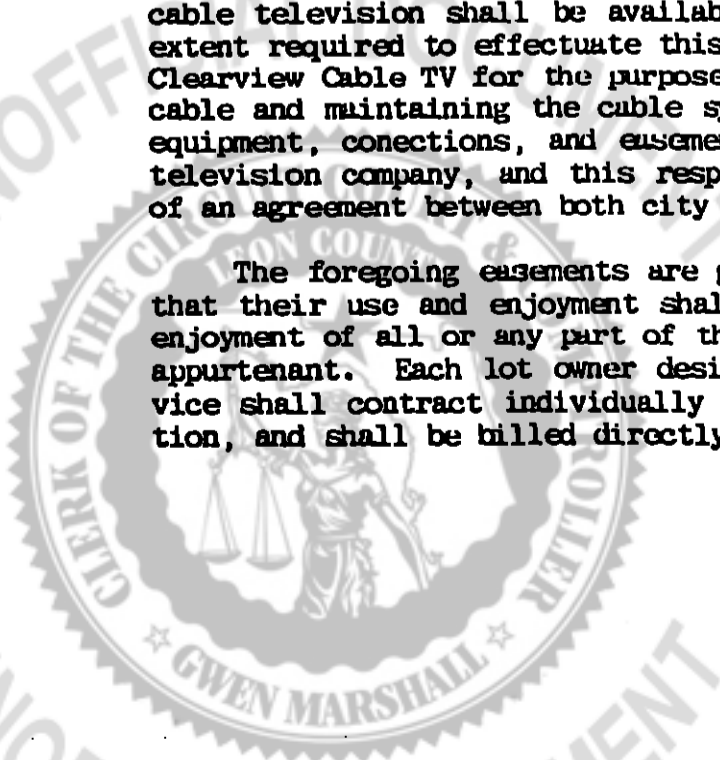
ARTICLE XV. CONFLICTS

In the case of any conflict between the articles of incorporation and these bylaws, the articles shall control; in the case of any conflict between the declaration and these bylaws, the declaration shall control.

ARTICLE XVI. CABLE TELEVISION EASEMENT

To avoid the necessity of a separate television antenna for each lot, cable television shall be available to each owner if he so desires. To the extent required to effectuate this plan, there shall be an easement in favor of Clearview Cable TV for the purpose of providing connection of each lot with the cable and maintaining the cable system. Maintenance and repairs of the cable equipment, connections, and easements shall be the responsibility of the cable television company, and this responsibility shall be established by the terms of an agreement between both city and county and Clearview Cable TV.

The foregoing easements are granted and reserved subject to the condition that their use and enjoyment shall not interfere with the use, occupancy, or enjoyment of all or any part of the lots servient to them or to which they are appurtenant. Each lot owner desiring to participate in cable television service shall contract individually with the cable television company to connection, and shall be billed directly and individually for such services.



UNOFFICIAL DOCUMENT

ARTICLE XVII. PARKING RESTRICTIONS

No owner of a lot shall park, store, or keep any vehicle except wholly within the parking space designated therefor, and no owner shall park, store, or keep any camper boat, or trailer (or aircraft, or any vehicle other than a private passenger vehicle) parked on a driveway. In no event shall any truck larger than a 1/2 ton pickup be parked, stored, or kept in any parking space. No owner of a lot shall repair or restore any motor vehicle, boat, trailer, aircraft, or other vehicle on any portion of any lot, or on the common area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No owner shall park a vehicle on his driveway in such a manner that the vehicle extends into the street.

ARTICLE XVIII. COMMON WALLS

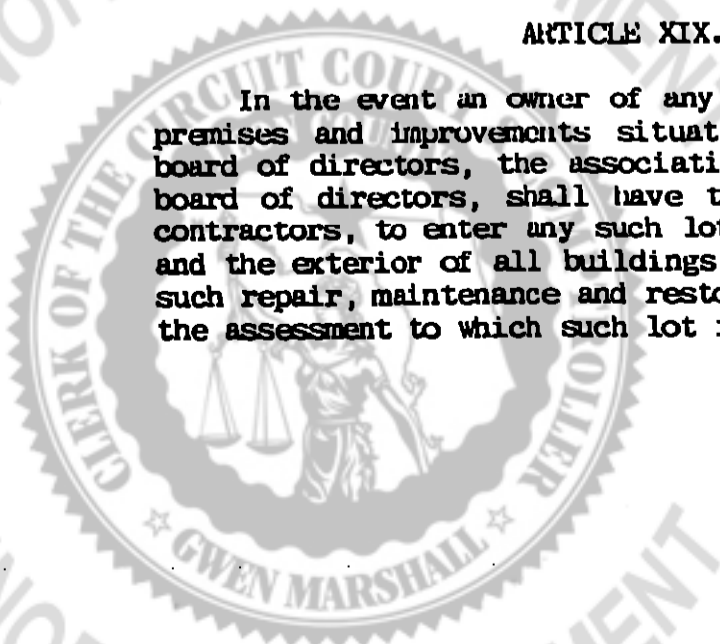
Section 1. Drainage Easement and Roof Runoff. An easement or right of entry is hereby granted to the Association, its officers, agents and employees to enter upon, across, over, and under any Lot for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of a Lot so as to improve the drainage of water from the Lots or Common Area. It shall be the responsibility of each Owner to take appropriate measures, whether by landscaping or otherwise, to protect an Adjacent Owner's Lot or the Common Area from water running off of such Owner's roof onto an Adjacent Owner's Lot or unto the Common Area and no Owner shall have liability to otherwise be responsible to any other Owner or to the Association for any loss, expense or damage resulting from such roof runoff.

Section 2. General rules of Law to Apply. To the extent not inconsistent with this document, the general rules of law regarding common walls and liability for property damage due to negligence or willful acts or omissions shall apply.

Section 3. Arbitration. In the event of a dispute between property owners concerning a common wall, such dispute shall first be submitted to the Board of the Homeowners Association. If the recommendation of the Board is not acceptable to both parties, the dispute shall be submitted to arbitration. Each party to select one arbitrator and such arbitrators to select one additional arbitrator. The decision of a majority of all arbitrators shall bind the parties to the dispute.

ARTICLE XIX. EXTERIOR MAINTENANCE

In the event an owner of any lot in the subdivision fails to maintain the premises and improvements situated thereon in a manner satisfactory to the board of directors, the association, after approval by two-thirds vote of the board of directors, shall have the right, through its agents, employees and contractors, to enter any such lot and to repair, maintain and restore the lot and the exterior of all buildings and other improvements thereon. The cost of such repair, maintenance and restoration shall be added to and become a part of the assessment to which such lot is subject.



ARTICLE XX. ARCHITECTURAL CONTROL

Section 1. Creation of architectural committee. The board of directors of Country Club Villas Homeowners, Association, Inc. shall appoint a committee to be known as the Architectural Control Committee. Such committee shall consist of (3) three members of the association who shall serve at the pleasure of the board.

Section 2. Alterations, additions and improvements of residences. No owner shall make any structural alteration or shall undertake any exterior repainting or remodeling or addition to his residence without the prior written approval of the plans and specifications therefor by the architectural committee. The committee shall grant its approval only in the event the proposed work will benefit and enhance the entire subdivision in a manner generally consistent with the plan of development thereof.

Section 3. Miscellaneous additions and alterations. No building, fence, wall, or any other structure shall be erected or maintained on any lot within the subdivision, nor shall any exterior addition including replanting, antennas, clotheslines, or other external attachments be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and locations of the same have been submitted to and approved in writing by the architectural committee as to the harmony of external design and location in relation to surrounding structures and topography.

Section 4. Damage and destruction of residences; approval of structural variances. Any owner who has suffered damage to his residence by reason of fire or any other casualty may apply to the architectural committee for reconstruction, rebuilding, or repair of his residence in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Application for such approval shall be made in writing together with full and complete plans, specifications, working drawings and elevations showing the proposed reconstruction and the end result thereof. The architectural committee shall grant approval only if the design proposed by the owner would result in a finished residence of exterior design harmonious with other residences in the subdivision.

Section 5. Approval of committee; how evidenced. Whenever in this article approval of the architectural committee is required, such approval shall be in writing. In the event the architectural committee fails to approve or disapprove within (30) thirty days after receipt of a request to do so, approval will be deemed to have been given and compliance with the terms of this article conclusively presumed.



UNOFFICIAL DOCUMENT
UNOFFICIAL DOCUMENT

OFF 1000 PAGE 2294
REC

NOTICE OF ASSESSMENT

TO:

FROM: Country Club Villas Homeowners Association, Inc.

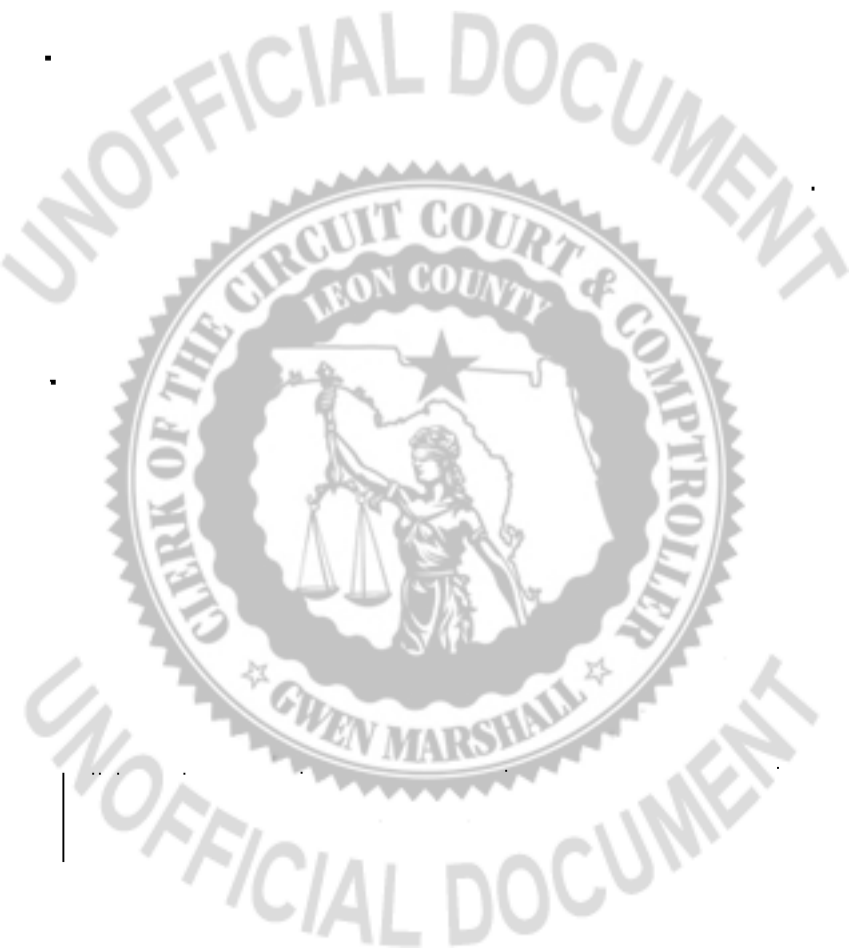
SUBJECT: Annual Maintenance Assessment for the period _____ to _____.

DATE:

Notice is hereby given that the annual maintenance assessment levied for Unit _____, Country Club Villas, Killlearn Estates, Unit #30, for the referenced period of time is _____ Dollars (\$_____).

The due date for such assessment is January 1, 19____, however, you may pay the amount due in equal monthly installments of _____ Dollars (\$_____) on the 1st day of each month.

s/ _____



NOTICE OF DEFAULT IN
PAYMENT OF ASSESSMENT

TO:

FROM. Country Club Villas Homeowners Association, Inc.

SUBJECT: Annual Maintenance Assessment

DATE.

By letter dated _____, 19__ you were notified of an annual maintenance assessment for Unit _____, Country Club Villas, Killlearn Estates, Unit #30, duly levied against your property in accordance with the recorded Declaration of Covenants and Restrictions and further, in accordance with the bylaws of Country Club Villas Homeowners Association, Inc.

The assessment was payable on or before January 1, 19__ and according to our records remains unpaid as of the date hereof.

More than ____ days having elapsed since the due date of the assessment. Notice is hereby given pursuant to the aforementioned declaration and the bylaws of Country Club Villas Homeowners Association, Inc., established pursuant to the declaration, that you are in default in payment of such assessment.

According to the terms of the declaration, unpaid assessments are not only the personal obligation of lot owners, but also constitute a continuing lien on the lots against which they are levied. A notice of lien against your property has this day been filed in the public records of Leon County, Florida. The declaration provides that the association may bring an action at law against any owner for his personal obligation to pay an assessment, or may proceed to foreclose the lien against his property. No owner may waive or otherwise escape liability for assessments levied against his property by abandonment thereof or by nonuse of the subdivision common areas.

As provided in the declaration, the maximum legal interest rate may be charged, however, the Board of Directors has set the rate of _____ percent (___%) which will accrue on the full unpaid balance due for the entire year after the date of this notice. As a result of the default, the quarterly payment option is no longer available to you and the entire unpaid annual maintenance assessment, plus accrued interest is due.

s/ _____



UNOFFICIAL DOCUMENT

CERTIFICATE AS TO
PAID ASSESSMENT

OFF REC 1000 PAGE 2296

This is to certify that all annual maintenance assessments for the year 19__
have been paid as of the date hereof for Unit _____, Country Club Villas,
Killearn Estates, Unit #30.

Date _____, 19 __.

s/ _____

UNOFFICIAL DOCUMENT



UNOFFICIAL DOCUMENT

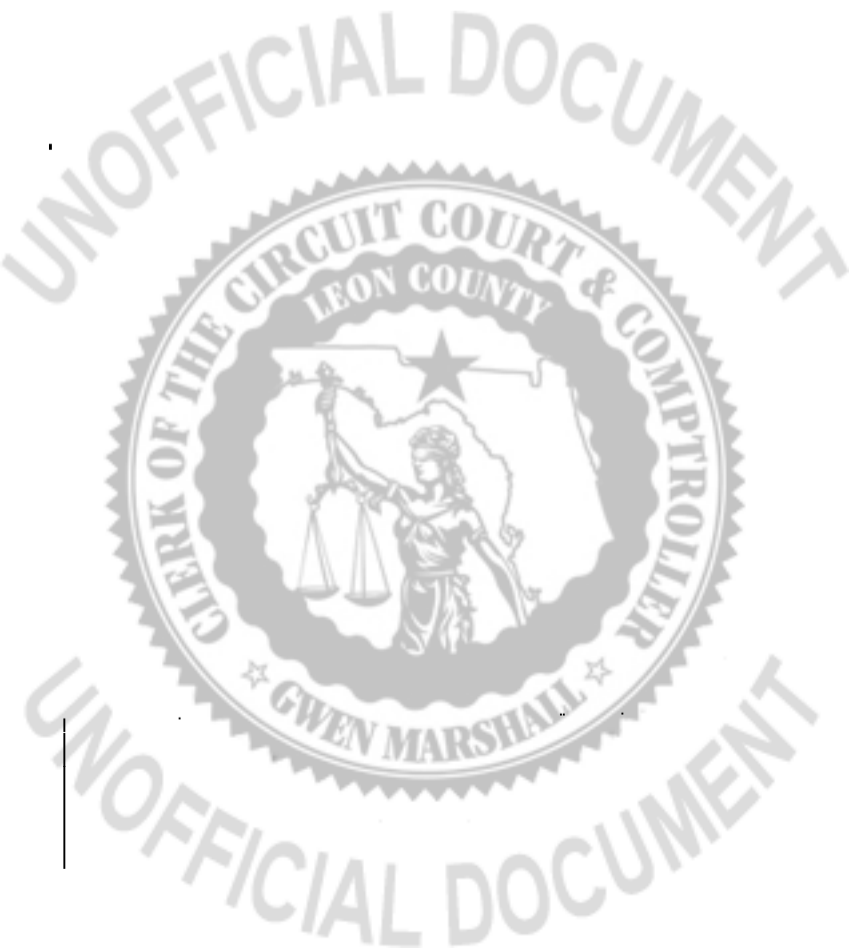
CERTIFICATE AS TO
UNPAID ASSESSMENTS

OFF 1000 PAGE 2297
REC

This is to verify that the annual maintenance assessment for the year 19__ for
Unit ____, Country Club Villas, Killlearn Estates, Unit #30, in the amount of
____ Dollars (\$) remains due and owing in the
amount of ____ Dollars (\$____). Payment in the amount of
____ Dollars (\$____) has been credited and the balance may
be paid as follows. _____

Dated _____, 19__.

s/ _____



CERTIFICATE AS TO
ASSESSMENTS IN DEFAULT

OFF 1000 PAGE 2298
REC

This is to certify that the annual maintenance assessment for the year 19__ in the amount of _____ Dollars (\$ _____) for Unit _____, Country Club Villas, Killearn Estates, Unit # 30, is in default. The owner of the property was notified as of _____, 19__ of the default. Interest, at the rate of _____ percent (____%), has been accruing since the day of notice.

Dated _____, 19__.

s/ _____

