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DAVE LANG
 CLERK, CIRCUIT COURT
 LEON COUNTY, FLORIDA

**DECLARATION OF COVENANTS AND RESTRICTIONS
 FOR
 MACLAY HAMMOCK**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS made this 26 day of June, 1997, by **MACLAY HAMMOCK, INC**, a Florida corporation, 3838 Killearn Center Court, Tallahassee, Florida 32308, hereinafter referred to as "Declarant "

ARTICLE I. PURPOSE

Declarant, in order to provide for the preservation of the values, amenities, attractiveness and desirability of the real property to be known as "MACLAY HAMMOCK," which is a community within the Villages At Maclay Subdivision as more fully described in Article III hereof, and in order to provide for the administration and maintenance of certain portions of said real property and for the enforcement of these covenants and restrictions, hereby declares that the real property described in Article III hereof shall be held, used, transferred, sold and conveyed subject to the covenants and restrictions set forth herein

ARTICLE II. DEFINITIONS

- A "Association" means Maclay Hammock Homeowners' Association, Inc , a Florida nonprofit corporation
- B "Board" means the Board of Directors of Maclay Hammock Homeowners' Association, Inc
- C "Bylaws" means the Bylaws of the Association
- D "Committee" means the Architectural Control Committee
- E "Common Area" means any land or facilities which the Association now or hereafter owns and/or has a duty to maintain, including, but not limited to easements, and HOA Common Area "B", HOA Common Area "C", and shared Homeowner's Association Common Area "A" as shown on the Plat of Villages At Maclay, a subdivision as per map or plat thereof recorded in Plat Book 12, Page 16 of the Public Records of Leon County, Florida
- F "Declarant" means Maclay Hammock, Inc , its successors, and assigns
- G "Declaration" means this Declaration of Covenants and Restrictions as the same may be supplemented or amended from time to time
- H "Improvement" means all buildings, outbuildings, sheds, driveways, parking areas, fences, swimming pools, tennis courts, lights and utility poles and lines and any other structure, facility or equipment housing of any type or kind Improvements to be placed on any Lot require the approval of the Committee
- I "Lot" means any of the Lots listed on Exhibit A attached hereto
- J "Living Area" means those heated and/or air-conditioned areas which are completely finished as a living area, and shall not include garages, carports, porches, patios, or storage areas
- K "Member" means any member of Maclay Hammock Homeowners' Association, Inc

L "Owner" means any person who owns fee simple title to any Lot within the development, and shall not mean a mortgagee unless and until such mortgagee has acquired title through foreclosure or any proceeding in lieu of foreclosure

M "Plat of Villages At Maclay" shall mean and refer the plat of Villages At Maclay recorded in Plat Book 12, Page 16 of the Public Records of Leon County, Florida, as the same may be amended, modified and supplemented from time to time

N "Properties" shall mean and refer to the real property described in Article III hereof

ARTICLE III. PROPERTY SUBJECT TO DECLARATION

The real property which is subject to this Declaration are those certain Lots located in Villages At Maclay, a subdivision as per map or plat recorded in Plat Book 12, Page 16 of the Public Records of Leon County, Florida, more particularly described in Exhibit A attached hereto. Maclay Hammock is a community to be developed within the Villages At Maclay Subdivision. Maclay Hammock is planned to consist of two separate components, which are Section I and Section II, and each Section is planned to consist of those respective Lots as set forth in Exhibit B attached. Initially these restrictions shall only apply to those lots listed in Exhibit A attached, and when Declarant obtains title to any Lot or Lots listed in Exhibit B, these restrictions shall automatically apply to said Lots. It is the intention of Declarant that these restrictions only apply to Lots purchased by Declarant. There is no warranty or guaranty that any additional Lots will in fact be purchased or obtained by Declarant.

ARTICLE IV.

MACLAY HAMMOCK HOMEOWNERS' ASSOCIATION, INC.

Section 1. General Declarant has deemed it desirable for the efficient preservation of the values and amenities in Maclay Hammock to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter established, and for the purpose of promoting the common interests of property Owners in Maclay Hammock. Pursuant thereto, Declarant has caused to be incorporated under the laws of the State of Florida, as a nonprofit corporation, Maclay Hammock Homeowners' Association, Inc. for the purpose of exercising the aforesaid powers. The Association shall have such powers in the furtherance of its purposes as are set forth in its Articles of Incorporation and Bylaws, and may include, but not be limited to, maintenance of common areas, easements, a security system, and pest control program. The Association may engage in any other activity or assume any responsibilities that may be considered as promoting the common interest of Maclay Hammock residents. The Association shall operate and maintain all Common Areas, at its cost, in neat and good order, and for the use and benefit of the Owners of the property in Maclay Hammock. A copy of the Articles of Incorporation and the Bylaws of the Association are attached hereto as Exhibits D and E respectively.

Section 2. Membership in the Association Each record Owner of a fee or undivided interest in any Lot which is subject to this Declaration shall be a member of the Association and shall abide by the Association's articles, bylaws, rules and regulations and this Declaration and shall be liable for the payment of all assessments levied, provided that a person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

Section 3. Voting Rights The Association shall have two classes of voting membership.

Class A Class A members shall be all those Owners as defined in Section 2, with the exception of Declarant. Class A members shall be entitled to one vote for each Lot owned. When more than one person holds such interest in any Lot, all such persons shall collectively be entitled to one vote per Lot, which vote shall be exercised by the consent of a majority of the Owners of record of such Lot. For the purpose of exercising voting rights, the Owner of a Lot which has a residential dwelling on it may designate the occupant to vote, provided said designation shall

be made in writing and shall remain in effect until canceled in writing and delivered to the Association

Class B Class B member shall be the Declarant. The Class B member shall be entitled to cast two votes for each Lot in which he holds the interest required for membership by Section 1, provided that the Class B membership shall cease and become converted to Class A membership three months after ninety percent (90%) of the Lots are owned by persons or entities other than Declarant and Villages At Maclay, Ltd, or on July 1, 2002, or when Declarant elects in writing to terminate Class B membership, whichever occurs first.

ARTICLE V. ASSESSMENTS

Section 1. Creation of Lien and Owner's Obligation Each Owner of a Lot by the acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to the Association annual assessments and special assessments to be fixed, established and collected from time to time as herein provided. The annual and special assessments, together with such interest thereon and costs, including attorney's fees, of collection as herein provided, 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 such interest and costs of collection, shall also be the personal obligation of the person who is the record Owner of such property at the time when the assessment becomes due.

Section 2. Purpose of Assessments The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the residents of Maclay Hammock, and for the improvement and maintenance of properties, services and facilities devoted to that purpose or related to the use and enjoyment of the Common Area, including but not limited to, the payment of taxes, insurance, repair, replacement, additions thereto, maintenance, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Annual Assessments Until changed by the Board, the annual assessment per Lot shall be \$125.00. The annual assessment may be increased or decreased by the Board not more frequently than annually, provided, however, that the maximum annual assessment shall not be increased by more than ten percent (10%) over the previous year's assessment unless the same is approved by the members of the Association in accordance with Section 4 below.

Section 4. Change in Maximum Annual Assessment The Association may change the maximum amount of the annual assessment fixed by Section 3 above prospectively for any annual period, provided that any such change shall be approved by two-thirds (2/3) of the votes of both classes of members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members at least thirty (30) days in advance of said meeting and which notice shall set forth the purpose of the meeting.

Section 5. Special Assessments In addition to the annual assessments authorized by Section 3 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 or reconstruction, unexpected repair or replacement of a capital improvement on or in the Common Areas, including any necessary fixtures and personal property relating thereto, and any extraordinary expense of operation or maintenance, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of both classes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance of said meeting and which notice shall set forth the purpose of the meeting.

Section 6. Quorum The quorum required for any action authorized by Sections 4 and 5 above shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast thirty (30) percent of all

votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at said meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5 hereof, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 7. Assessment Due Dates The annual assessments provided for herein shall be due and payable on or before January 1 of each year until otherwise changed by the Board. The initial purchasers of Lots from Declarant shall be required to pay to the Association the annual assessment, without proration, at the time of conveyance of the Lot from Declarant to said initial purchaser. The due date of any special assessment levied pursuant to Section 4 shall be fixed in the resolution authorizing such assessment.

Section 8. Authority of Board The Board shall have the authority to change the due date of assessments and the amount thereof, provided, however, that written notice of any change in the amount or due date shall be given to each Owner at least thirty (30) days in advance of such due date. The Board shall cause to be prepared a roster of the properties and assessments applicable thereto which roster shall be kept at the principal address of the Association, and shall be open to inspection by any Owner during normal business hours. A written statement or invoice for payment of the assessments shall be sent to each Owner at the address designated in writing to the Association by each Owner. If not otherwise designated in writing, said statements and/or notices may be mailed to the address of any Lot upon which a dwelling unit has been constructed, and, in the case of unimproved Lots, may be mailed to the address set forth on the Leon County tax roll. The Association shall, upon request, furnish to any Owner liable for the payment of assessments, a certificate in writing signed by the appropriate officer of the Association, setting forth whether said assessments against the Owner's Lot has been paid and the due date of the next assessment. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Nonpayment of Assessments If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection, including reasonable attorneys' fees, as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of such action, including attorney fees.

Section 10. Rights of Declarant Notwithstanding anything contained herein to the contrary, Declarant shall be exempt from the payment of assessments against Lots owned by Declarant and held for sale in the normal course of business, provided, however, that this exemption shall not apply to Lots owned by Declarant upon which have been constructed a dwelling unit which has been leased or is otherwise occupied, and, provided further, that Declarant's exemption from payment of assessments shall terminate upon termination of Class B membership in the Association or upon Declarant's written waiver of this exemption, whichever shall be first.

Section 11. Subordination of the Lien to Mortgages The lien of the assessments provided for above shall be subordinate to the lien of any first mortgage of an institutional mortgagee and to the lien of any purchase money mortgage held by Declarant, its successors and assigns. 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 become 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. For the purposes of this Declaration, "Institutional

"Mortgagee" means (a) any lending institution having a first mortgage lien upon a Lot including any of the following institutions, a federal or state savings and loan or building and loan association, or bank or real estate investment trust, or mortgage banking company doing business in the State of Florida, or (b) any "Secondary Mortgage Market Institution" including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing which has acquired a first mortgage upon a Lot, or (c) any and all investing or lending institutions, or the successors and assigns of such lenders (herein referred to as the "Lenders") which has loaned money to Declarant to acquire, or construct improvements upon, the property and which holds a mortgage upon any portion of the property securing such a loan

ARTICLE VI. ARCHITECTURAL CONTROL COMMITTEE

Section 1. Membership Until Class B membership shall expire, or January 1, 2002, whichever is later, Robert R. Parrish and Terry C Nelson shall be the sole members of the Committee. Thereafter, the Committee shall be comprised of not less than three (3) nor more than (5) members who shall be appointed by the Board. A majority of such members appointed by the Board must be Lot Owners. Robert R. Parrish and Terry C Nelson shall have the authority to delegate their duties as the Architectural Control Committee to any person(s) to serve in their place. Notwithstanding the foregoing, Robert C Parrish and/or Terry C Nelson are free to resign their service on the Committee at any time upon submission of a written letter of resignation to the Board of Directors.

Section 2. Successors Upon the death or resignation of the above-named individual from the Architectural Control Committee (Committee), the Board shall appoint a successor Committee member.

Section 3. Purpose No building, fence, wall, outbuilding or other structure or improvement shall be commenced, erected, placed or maintained in Maclay Hammock, nor shall any exterior addition to or change or alteration therein be made, nor shall any material alteration, addition or deletion be made to the landscaping of a Lot, until the plans and specifications showing the nature, kind, shape, height, materials, location and all other reasonable detail 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 Committee.

Section 4. Approval Procedures. Any approval requested of the Committee shall be requested in writing and shall be submitted to the Committee at the principal office of the Association. In the event the Committee fails to approve or disapprove such plans and specifications, including plot plan as to location on the Lot, within thirty (30) days after the same have been submitted to it, approval shall be deemed to have been given if written notice by the applicant has been given to the Committee stating that no action was taken for thirty (30) days and requesting immediate action within ten (10) days, and the Committee fails to approve or disapprove within said ten- (10) day period.

Within ten (10) days after the completion of construction of any improvement within Maclay Hammock the Owner, builder, or other agent for the Owner, shall give written notice to the Committee that the improvement is complete and ready for inspection. Within twenty (20) days after receipt of such notice, the Committee shall inspect the improvement and shall notify the Owner in writing as to any defects or deficiencies which are found. This response from the Committee shall include a statement as to the general nature of the corrections which should be made to correct any such deficiencies so as to render the improvement in compliance with the approved plans and specifications. The Owner shall be given a reasonable period within which to correct such deficiencies after being given a reasonable opportunity to do so, the Committee shall make such recommendations to the Board as it deems necessary in enforcing compliance with the approved plans and specifications. In the event the Committee fails to inspect the improvement and notify the Owner in writing as to the defects within twenty (20) days after such notice, the improvement will be deemed in compliance with the plans and specifications previously approved. In the event any improvement is destroyed in whole or part, the improvement shall be reconstructed in accordance with the original plans and specifications approved by the Committee and any subsequently

approved modifications thereto, or if the Owner desires to change the plans and specifications, all terms and conditions of this Declaration shall be complied with just as if no improvement had been previously constructed. All notices or submission requests to be given to the Committee shall be in writing, delivered by mail to the chair of the Committee. Three copies of all such plans and specifications to be approved shall be submitted to the committee. The plans and specifications shall be prepared in a professional manner by an architect, engineer or draftsman and include the following:

- (A) Building plans showing floor plans, front, side and rear elevations, and the pitch of the roof
- (B) Exterior finish schedule showing material, style and color for all surfaces, together with representative samples of the materials and colors
- (C) Site plan showing location of buildings, drives, parking areas, sidewalks, and all other improvements and the location and identification of all trees and vegetation to be removed
- (D) Landscape plan, which may be submitted after construction commences, but must be approved by the Committee and implemented before occupancy
- (E) The name, address and telephone number of the contractor who will perform and be responsible for all work, and the name, address and telephone number of the individual who will have the primary supervisory responsibilities for such work

The purpose of this Article in providing the Committee with the authority to approve or disapprove plans and specifications for all improvements on the Lots is to maintain the value of all Lots and to protect all Owners against a diminution of value resulting from the construction of a residence or other structure incompatible with the proper development of Maclay Hammock. The disapproval of such plans and specifications shall be in the sole discretion of the Committee and shall be based upon the following factors:

- (i) Harmony of exterior design with the existing or proposed improvements to the Lots and overall development of Maclay Hammock
- (ii) Character and quality of exterior improvements
- (iii) General character in comparison with the existing improvements to the Lots in Maclay Hammock
- (iv) Location in relation to surrounding improvements
- (v) Location in relation to topography
- (vi) Changes in topography
- (vii) Aesthetic considerations

The Committee may establish and specify for any Lot, prior to construction, standards and requirements relating to excavation, dirt and fill storage, digging, backfilling, etc., for utility trenches and house construction, and the color and composition of roofing materials, the color and composition of bricks or siding, and the style of architecture. Such standards and requirements may include, but not necessarily be limited to, the following: off-site storage of fill, dirt or construction debris, stockpiling of fill from utility trenches, backfilling utility trenches, and the general appearance of the houses. Such standards may vary from Lot to Lot and may be imposed by the Committee in its sole discretion so as to minimize disruption of trees, tree roots, existing ground cover, or other natural features. Indiscriminate grading or trenching will be strictly forbidden.

Section 5. Administration The Committee shall have the power to adopt rules and establish procedures not inconsistent with the provisions of this Declaration, including, but not

limited to, construction and development standards as may be deemed necessary by the Committee to insure a quality development, and to insure preservation of the aesthetic qualities of the property. The written request and submittal of plans and specifications required pursuant to Section 2 hereof shall include, but not be limited to a specific site plan, floor plans with elevations, accessory structures and features, including pool, deck plans, screen enclosures, mailboxes, fences and other pertinent structures, garbage disposal facilities, driveway and sidewalk locations, specific grading and cleaning and landscaping plan, including erosion and drainage control requirements both during and after construction, construction timing schedule, a comprehensive color scheme designating the precise color of all exterior surfaces and exterior materials to be used. The Committee may disapprove a plan for lack of artistic style or aesthetic quality. For example, the Committee may disapprove a plan because it is too square or "box-like," because the roof is too flat, because there is not sufficient landscaping, or for any other reason that the Committee in its sole discretion, may deem appropriate. In addition to the basic roof and wall colors, the rendering or color scheme shall include, but not be limited to, the color of the trim, gutters, windows, shutters, decks, porches, and all other exposed surfaces. The Committee, in its sole discretion, may disapprove a color scheme on the ground that it is not in conformance with the aesthetic character of the development. No pipes, wires, or other appurtenances underneath or adjoining a structure shall be exposed, but shall be encased or housed as part of the overall construction project.

Section 6. Liability of Committee Members and the Association Neither the Association, the Committee members, nor any designated representative of the Association or the Committee shall be liable in damage to anyone submitting plans for approval, or to any Owner or occupant of land affected by the Committee's decision of approval or disapproval, by reason of mistakes in judgment or interpretation, negligence or nonfeasance arising out of or in connection with the performance of their duties or in connection with a decision of the Committee, or failure of the Committee to act. Every person who submits plans to the Committee for approval agrees by the submission of such plans, and every Owner of any affected Lot agrees by acquiring title thereto, that he will not file or otherwise institute any action or suit against the Committee, its members, or the Association and its designated representatives, to recover damages of any kind whatsoever.

ARTICLE VII. GENERAL STANDARDS

Section 1. Land Use and Building Type No Lot shall be used except for residential purposes. No building of any type shall be erected, altered, placed, or permitted to remain on any Lot other than one attached or detached single-family dwelling or one duplex townhome. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and attached structures shown on the plans and specifications approved by the Committee must be completed in accordance with said plans and specifications upon each Lot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities. Nothing contained herein shall be construed to prevent the construction of one dwelling unit on two or more adjoining Lots owned by the same Owner, provided, however, this shall not be construed as to allow for encroachments onto adjoining Lots.

Section 2. Size of Dwelling Structure The ground floor living area of a residence in Section I, exclusive of porches, garages, and patios, shall be not less than 1,300 square feet. The ground floor living area of a residence in Section II, exclusive of porches, garages, and patios, shall be not less than 900 square feet. A residence in Section one shall not exceed one story in height measured at street grade. A residence in Section II shall not exceed two stories in height measured at street grade. In the event a structure in Section II contains more than one story, the ground floor must contain not less than 600 square feet and must be completely finished as living area, and at least 300 square feet of the second floor must be completely finished as living area. However, the total square footage must equal or exceed that of the required one-story dwelling.

Section 3. Improvement Setbacks and Location No building or structure shall be located nearer than 20 feet to the front property line, nor nearer than 5 feet to any side lot line, nor nearer than 20 feet to the rear property line. In no event shall any building or structure be nearer than 10 feet to an adjacent Owner's dwelling. No building, structure, fence, wall, hedge or shrub

planting which obstructs sightliness at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner within the triangular area formed by the street property lines and a line connecting them at points 20 feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street lines, or, in the case of a rounded property corner, from the intersection of the property lines extended. The same sight line limitations shall apply within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No hedge shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines. No driveway shall be located nearer than 5 feet to an interior property line except a back-up turn-around pad may be located as near as 1 foot to a property line. Unless specifically approved by the Committee, no fence of any kind shall be placed or constructed nearer to the front property line than the building set-back line or the front corner of the residence, whichever is greater. The Committee may permit certain decorative fencing, such as split rail and picket fencing, to be so constructed if the Committee, in its sole discretion, determines such fencing would not detract from or obstruct the front set-back view and appearance. All fencing shall be of decorative wood, and no metal fencing shall be permitted. For the purpose of this section, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach on or over another Lot.

Section 4. Garages and Carports All residences within Section I shall have a functional enclosed garage. Garages shall not be required on the residences in Section II. Under no circumstances may a carport of any kind, whether temporary or permanent, be placed upon or allowed to remain on any Lot in Maclay Hammock. Boats, trailers, campers, or other vehicles shall be parked or stored within the garage or parked in an area designated for such parking by the Association, however, in no event shall any of the foregoing be parked on any Lot outside a garage or on the streets within the subdivision.

Section 5. Temporary Structures. No trailer, travel trailer, motor home, basement, tent, shack, garage, barn, or other outbuilding shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be located on any Lot at any time.

Section 6. Driveway and Sidewalks All residences shall have paved driveways which shall be constructed of concrete or "hot mix" asphalt. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a way to be acceptable to the Committee.

Section 7. Utility Connections and Television Antennas All house connections for all utilities including, but not limited to, water, sewage, electricity, telephone and television shall be run underground from the property connecting points to the building structure in such manner to be acceptable to the governing utility authority and the Committee. Exterior radio and television antenna, and satellite dish installations must be approved in writing by the Committee. Whenever sanitary sewer, water, electricity, gas, 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 residence or Lot served by said lines or connections, the Owner of any Lot or residence served by said connections shall have the rights and is hereby granted an easement to the full extent necessary therefor to enter upon such Lot or to have the utility provider enter upon the Lots upon which said connections or lines or any portions thereof lie or are located, to repair, replace, and generally maintain said connections or lines as and when the same may be necessary. Whenever sanitary sewer, water, electricity, gas, cable television, telephone lines or connections are installed within the property, which connections or lines or any portions thereof serve more than one Lot or residence, the Owner of said Lot or residence served by said connections and lines shall be entitled to the full use and enjoyment of such portions of said lines and connections as services said Lot or residence, and such Owners shall be jointly and equally responsible for the maintenance and repair of any jointly used connections and lines, unless, however, one of such Owners causes damage to the commonly used utility, in which event that Owner shall be responsible for the repair or replacement thereof.

Section 8. Water Supply No individual water supply system of any type shall be permitted on any Lot.

Section 9. Sewage Disposal No individual sewage disposal system shall be permitted on any Lot

Section 10. Garbage and Refuse Disposal No Lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs, or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on the property and shall not be kept except in sanitary containers installed in such a manner to be acceptable to the Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All containers shall be kept at the rear of the residence, and in no event shall the same be visible from the street when facing the residence.

Section 11. Air-Conditioning and Heating Units No window air-conditioning or heating units shall be installed in any dwelling and all exterior heating and/or air-conditioning compressors or other machinery shall be located to the rear of the residence or on the side if it is totally screened from view from any street, in such a manner to be acceptable to the Committee, and shall not be visible from the street. Under no circumstances shall any of the same be located at the front of the residence.

Section 12. Mail Boxes No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar materials shall be erected or located on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Committee.

Section 13. Green Space. No improvement of any kind or nature whatsoever shall be constructed or located in any Green Space or Area as depicted on the Plat of Villages At Maclay included within the boundaries of any Lot, except that the Owner of a Lot shall be entitled to fence said Lot along its boundaries, subject to Committee approval as herein provided, and shall be entitled to manage any vegetation, including removal of undergrowth and under story for the purpose of sodding, planting or otherwise landscaping the same. Any tree removal within a Green Area shall be performed in strict conformance with the requirements of this Declaration.

ARTICLE VIII. RESTRICTED OR PROHIBITED ACTIVITIES

Section 1. Business or Commercial Activity No business, trade or commercial activity shall be conducted on any Lot.

Section 2. Signs No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet advertising the property for sale or rent. All signs must be approved in writing by the Committee.

Section 3. Livestock and Pets 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 that they are not kept, bred or maintained for any commercial purpose. Dogs must be kept on a leash, be fenced in a yard, or kept in the house. Any dog creating a nuisance in the neighborhood be it from excessive barking, chasing cars, chasing people, or the like, shall constitute a nuisance and shall result in the Association taking whatever action is appropriate to remove such nuisance.

Section 4. 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 or tend to damage or destroy either private or public property.

Section 5. Oil and Mining Operations No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, or maintained

Section 6. Storage of Personal Property All personal property kept on Lot, shall be either kept and maintained in a proper storage facility, or shall be stored at the rear of the residence. However, nowhere on the property shall this provision be construed to permit junk cars, old appliances, or the like from being kept anywhere on the property, including in the front, on the side, or to the rear of the property. Any personal property, if it is to be stored on the Lot, is to be stored in a completely enclosed structure approved by the Committee. Among other remedies, and after thirty- (30) days notice to Owner, the Association may come upon the Lot to remove property being stored in violation of this provision, all at the expense of the Owner, which shall constitute a lien against said property. An automobile or other vehicle shall be considered a "junk car" under this provision if it is immobile for a period of thirty (30) days or longer, or does not have a current license tag.

Section 7. Drying Areas No clothing, laundry, or wash shall be aired or dried on any portion of a Lot in an area exposed to view from any road passing by any portion of the Lot. In any event, drying shall be permitted only at the rear of the residence.

Section 8. Use of Fill No Owner or person acting for an Owner shall bring any fill material into Maclay Hammock without the prior written approval of the Committee, which approval shall be given only upon a showing that the use of such fill is necessary to a particular construction project, and upon a showing that the use of such fill will not change or adversely affect the drainage pattern within Maclay Hammock.

Section 9. Clearing and Landscaping It is expressly recognized that it is vital to the natural beauty and aesthetic quality of the environment that natural vegetation and trees be preserved and that no erosion problems arise that might jeopardize the purity and appearance of the Common Areas. In order to meet this goal, no clearing of vegetation or of trees larger than four inches in diameter (measured 4 feet from the ground) shall be permitted without the prior written consent of the Committee, and then, only as may be necessary for the construction of an approved dwelling, driveway or other improvement. No clearing, grading, destruction of vegetation or cutting of any tree larger than 4 inches in diameter shall be undertaken or commenced on any Lot until a clearing and landscape plan has been approved in writing by the Committee, and such plan shall specifically designate the vegetation and trees to be removed, and the particulars of trees, shrubs, hedges and/or sodding to be placed upon the Lot after completion of construction. Owners shall maintain as much of the existing vegetation as possible and replace any vegetation that it may be necessary to remove for construction. In any event, all Lots shall be maintained so as to prevent erosion.

Section 10. Open Fires. Open fires and the burning of leaves, or underbrush shall be prohibited in Maclay Hammock unless the prior written consent of the Committee is obtained. The Committee's consent shall be granted in the Committee's sole discretion, and, if granted, may be conditioned upon such terms as the Committee deems appropriate.

ARTICLE IX. EXTERIOR MAINTENANCE

All Owners must maintain structures in good repair and keep the same safe, clean, and orderly in appearance at all times, and to maintain such structures in an attractive manner. The Committee shall be the judge as to whether the structures are safe, clean, orderly in appearance, and properly painted or preserved, and where the Committee notifies the particular Owner in writing that said structure fails to meet acceptable standards, said Owner shall thereupon remedy such conditions within thirty (30) days to the satisfaction of the Committee and that failing to remedy such condition, the Owner or tenants hereby covenant and agree that the Association may perform such necessary maintenance, but is not obligated to perform the same or take such actions as will bring the said structure up to acceptable standards, all such repairs and actions to be at the sole expense of the Owner. Such maintenance as to a vacant Lot may include the mowing of grass and weeds, the trimming of trees and shrubs, and the removal of trash and litter. The cost of any such maintenance shall be assessed against the Lot upon which the maintenance is performed, and shall be due and payable within fifteen (15) days after written notice of the assessment is mailed to the Owner. It shall also constitute a lien against the Lot and a personal obligation of the Owner, and may be enforced and collected in the same manner as provided herein for the collection of delinquent assessments.

ARTICLE X. COMMON AREAS

Section 1. Members' Easements of Enjoyment Subject to the provisions of Section 3, every member shall have a right and easement of enjoyment in and to the common areas and such easement shall be appurtenant to and shall pass with the title to every site

Section 2. Title to Common Areas The Declarant may retain the legal title to any common areas until such time as Declarant's Class B membership terminates

Section 3. Extent of Members' Easements The rights and easements of enjoyment created hereby shall be subject to the following

(a) the right of the Association to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations, and,

(b) the right of the Association to dedicate or transfer all or any part of the common properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purpose or as to the conditions thereof, shall be effective, unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes irrespective of class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every member at least ninety (90) days in advance of any action taken. This provision shall not be applicable to property owned by Declarant which is dedicated to the public for use and maintenance

Section 4 Jointly Owned Facilities And Property The Association shall have the power to acquire, own and maintain jointly with Avalon At Maclay Homeowners Association, Inc., Homeowners' Association Common Area "A" as shown on the Plat of Villages At Maclay Subdivision for a community park and recreation area, and to acquire and hold joint title to property for the parking of recreational vehicles, boats, trailers, etc for the Owners of Lots in the Villages At Maclay Subdivision, and share equally with said association in the expenses of ownership, improvement, operation and maintenance of said park, recreation area, and parking area. Any such property so acquired shall be Common Area subject to the provisions of this Declaration

Section 5. Maintenance The Association shall maintain the Common Areas, including but not limited to, pedestrian easements. The Association is further authorized to take such action as deemed reasonably necessary to provide for adequate security within Maclay Hammock and in the Common Areas, and to provide a program for pest control

ARTICLE XI. UTILITY EASEMENTS

Declarant reserves unto itself, his successors and assigns, a perpetual and alienable easement and right on, over and under all common areas and each Lot to erect, maintain and use pipes, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, community antenna television service, gas, sewer, water drainage facilities, or other public conveniences or utilities on, in or over those portions of each Lot or the common areas as may be reasonably required for utility and drainage and stormwater management purposes, provided, however, that no such easement shall be applicable to any portion of such Lot as may (a) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to this Declaration, or (b) such portion of a Lot as may be designated as the site for a building on a plot plan for erection of a building which has been approved in writing. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation, drainage and stormwater management and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by

any licensee of Declarant, but this reservation shall not be considered an obligation of Declarant to provide or maintain any such utility or service

ARTICLE XII ENCROACHMENT EASEMENTS

The following easements are hereby granted and imposed in favor of all of the Owners of Lots with Maclay Hammock (unless the applicability thereof is specifically otherwise limited herein) and shall be deemed to be covenants running with the land

(a) If any residence or appendage thereto shall encroach upon any easement area or other Lot by reason of original construction thereof by the Declarant, then an easement appurtenant to such encroaching residence or appendage, to the extent of such encroachment, shall exist so long as such encroachment shall exist

(b) If any utilities equipment, roadway, driveway or paved parking pad or area constructed by the Declarant shall encroach upon any easement area or any Lot within Maclay Hammock, then an easement appurtenant to such encroachment, to the extent of such encroachment, shall exist so long as such encroachment shall exist

ARTICLE XIII. PARTY WALLS.

The following shall be applicable to all structures within Maclay Hammock

(a) **General Rules of Law to Apply** Each wall which is built as a part of the original construction of a structure upon the Property and placed on the dividing line between Lots shall 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 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 successor 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 the board shall be determinative of the matter and binding upon the parties

ARTICLE XIV. ENFORCEMENT

All covenants and restrictions herein contained may be enforced by the Association, Declarant or any Member in any judicial proceeding seeking any remedy provided herein or recognizable at law or in equity, including damages, injunction, or any other appropriate form of relief against any person violating any covenant, restriction or provision hereunder The failure by

any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of the same or of the right of such party to thereafter enforce the same. In any such action to enforce the covenants, restrictions or provisions hereof, the prevailing party shall be entitled to all costs thereof, including, but not limited to reasonable attorneys' fees. No liability shall attach to Declarant or the Association, its officers, directors and designated representatives for the failure to enforce the terms of this Declaration.

ARTICLE XV. DECLARANTS' DEVELOPMENT RIGHTS

Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, his transferees, or his or their contractors or subcontractors from doing or performing on all or any part of Maclay Hammock actually owned or controlled by Declarant or his transferees or upon the Common Areas, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development of the property, including, without limitation

(a) erecting, constructing, and maintaining thereon such structures and vehicles as may be reasonably necessary for the conduct of Declarant's business of completing and establishing the property as a residential community and disposing of the same in parcels by sale, lease, or otherwise, or

(b) conducting thereon his or their business of completing and establishing the property as a residential community and disposing of the property in parcels by sale, lease, or otherwise, or

(c) maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the Lots,

(d) provided, however, that operations being conducted under subparagraphs (a), (b), and (c) immediately above shall be permitted upon only those parts of the Maclay Hammock owned or controlled by the party causing or conducting said operations, and the Common Areas. As used in this Section, the term "its transferees" specifically does not include purchasers of Lots improved as completed residences.

ARTICLE XVI. AMENDMENTS

Section 1. Owners Except as provided in Section 3 of this Article, this Declaration may be amended by a vote of not less than eighty percent (80%) of the Lot Owners. The aforementioned consent of the Owners may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Association called and held in accordance with the Bylaws, and evidenced by a certificate of the Secretary or an assistant secretary of the corporation.

Section 2. Scrivener's Errors and Nonmaterial Changes Amendments for correction of scrivener's error or other nonmaterial changes may be made by Declarant alone until his Class B membership is terminated and by the Board thereafter and without the need of consent of the Owners.

Section 3. Limitations Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, or of any Institutional Mortgagee under this Declaration without the specific written approval of the Declarant, or Institutional Mortgagee affected thereby. Furthermore, notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which would increase the liabilities of a then Owner or prejudice the rights of a then Owner or his family, guests, invitees, and lessees to utilize or enjoy the benefits of the then existing common areas unless the Owner or Owners so affected consent to such amendment in writing or unless such amendment is adopted in accordance with the procedures of Section 2 required for adoption of an amendment to the Declaration.

Section 4. FHA/VA Approval As long as there are outstanding any mortgages insured or granted by the Federal Housing Administration or the Veterans Administration, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration annexation of additional properties, but excepting those lots in planned Maclay Hammock as will automatically become subject to the terms of this Declaration upon acquisition of ownership by Declarant pursuant to Article III of this Declaration, mortgaging or dedication of Common Area and amendment of this Declaration

Section 5. Effective Date of Amendments Any amendment to this Declaration shall become effective upon a Certificate of Amendment to the Declaration setting forth the amendment or modification being recorded in the Public Records of Leon County, Florida

ARTICLE XVII. DURATION OF COVENANTS AND RESTRICTIONS

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of Declarant, Owners and the Association, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole, or in part, provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken

ARTICLE XVIII. ADDITIONAL COVENANTS AND RESTRICTIONS

In addition to this Declaration of Covenants, Conditions and Restrictions, the property is subject to the Declaration of Master Covenants and Restrictions for Villages At Maclay, recorded in Official Records Book 2026, Page 2031 of the Public Records of Leon County, Florida In the event of any conflict between the terms of this Declaration and the terms of the Master Declaration, the Master Declaration shall prevail

ARTICLE XIX. MISCELLANEOUS

Section 1. Severability In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise shall in no way affect any other provision which shall remain in full force and effect for such period of time and to such extent as may be permitted by law

Section 2. Notices Any notice required to be sent to any member or Owner, under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing

Section 3. Interpretation of Declaration The Board shall have the right and responsibility to determine all questions arising in connection with this Declaration and to construe and interpret the provisions of this Declaration in good faith All such interpretations shall be binding on the Owners

Section 4. Captions Headings and Titles Article and paragraph captions, headings and title inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit, or in any way affect the subject matter or any of the terms and provisions thereunder nor the terms and provisions of this Declaration

Section 5. Context Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa

Section 6. Attorneys' Fees Any provision in this Declaration for the collection or recovery of attorneys' fees shall be deemed to include, but not be limited to, attorneys' fees for the attorneys' services at all trial and appellate levels and, unless the context clearly indicates a contrary intention, whether or not suit is instituted

IN WITNESS WHEREOF, this instrument has been executed by Declarant the day and year first above written

MACLAY HAMMOCK, INC



BY Robert R Parrish
ROBERT R PARRISH - PRESIDENT

STATE OF FLORIDA
COUNTY OF LEON

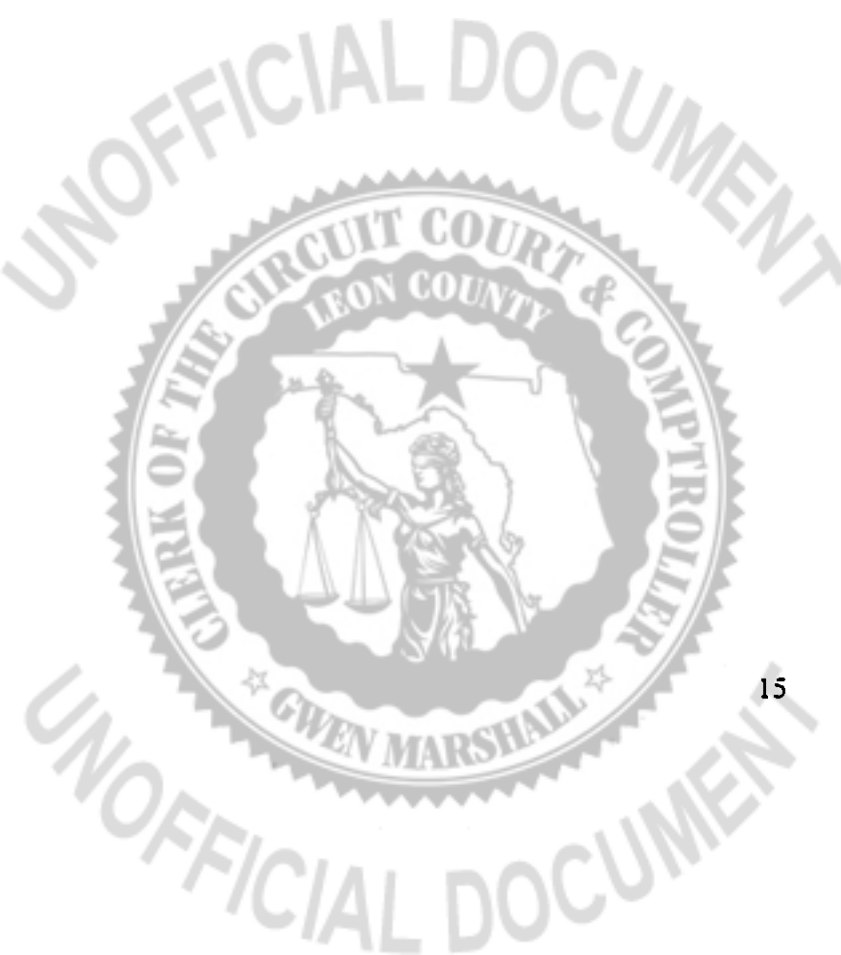
The foregoing instrument was acknowledged before me this 26 day of June, 1997, by **ROBERT R. PARRISH**, as President of **MACLAY HAMMOCK, INC**, a Florida corporation, on behalf of said corporation He is personally known to me or has produced a driver's license as identification

Marilyn Rett
NOTARY PUBLIC

Print Name _____
My commission expires _____



MARILYN RETT
MY COMMISSION # CC406881 EXPIRES
September 13, 1998
BONDED THRU TROY FAIR INSURANCE INC



OR 2028 PG 0869

EXHIBIT A

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
MACLAY HAMMOCK**

LOTS 41 THROUGH 58, BLOCK F, AND LOTS 23 AND 24, BLOCK G,
VILLAGES AT MACLAY, A SUBDIVISION AS PER MAP OR PLAT
THEREOF RECORDED IN PLAT BOOK 12, PAGE 16 OF THE
PUBLIC RECORDS OF LEON COUNTY, FLORIDA



EXHIBIT B

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
MACLAY HAMMOCK**

LOTS 49 THROUGH 58, BLOCK F, AND LOTS 23 AND 24, BLOCK G,
VILLAGES AT MACLAY, A SUBDIVISION AS PER MAP OR PLAT
THEREOF RECORDED IN PLAT BOOK 12, PAGE 16 OF THE
PUBLIC RECORDS OF LEON COUNTY, FLORIDA



EXHIBIT C

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
MACLAY HAMMOCK**

LOTS 41 THROUGH 48, BLOCK F, VILLAGES AT MACLAY, A
SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT
BOOK 12, PAGE 16 OF THE PUBLIC RECORDS OF LEON
COUNTY, FLORIDA



EXHIBIT D

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
MACLAY HAMMOCK**

ARTICLES OF INCORPORATION



07 JUN 27 11:57

ARTICLES OF INCORPORATION
OF
MACLAY HAMMOCK HOMEOWNERS' ASSOCIATION, INC.

We the undersigned join together for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and adopt the following Articles of Incorporation

ARTICLE I

NAME The name of this corporation is "MACLAY HAMMOCK HOMEOWNERS' ASSOCIATION, INC "

ARTICLE II

PURPOSE This corporation is organized to further promote the common interest of property owners in the area known or to be known as "MACLAY HAMMOCK," constituting that property described in Article III of the Declaration of Covenants and Restrictions for Maclay Hammock to be recorded in the Public Records of Leon County, Florida This corporation shall have and may exercise all of the powers and privileges set forth in the Declaration of Covenants and Restrictions for Maclay Hammock, as the same may be amended from time to time Additionally, this corporation shall have and may exercise any and all powers, rights and privileges which a corporation not for profit organized under Chapter 617, Florida Statutes, may now or hereafter have or exercise

ARTICLE III

QUALIFICATION OF MEMBERS Each owner of a fee or undivided interest in a Lot in Maclay Hammock, as defined in Declaration of Covenants and Restrictions for Maclay Hammock, shall automatically be a member of this Association, provided that a person or entity who holds such interest merely as security for the performance of an obligation shall not be a member

ARTICLE IV

DURATION This corporation shall have perpetual existence

ARTICLE V

INCORPORATORS The names and addresses of the incorporators are

ROBERT R PARRISH
3838 Killearn Center Court
Tallahassee, Florida 32308

TERRY C NELSON
3838 Killearn Center Court
Tallahassee, Florida 32308

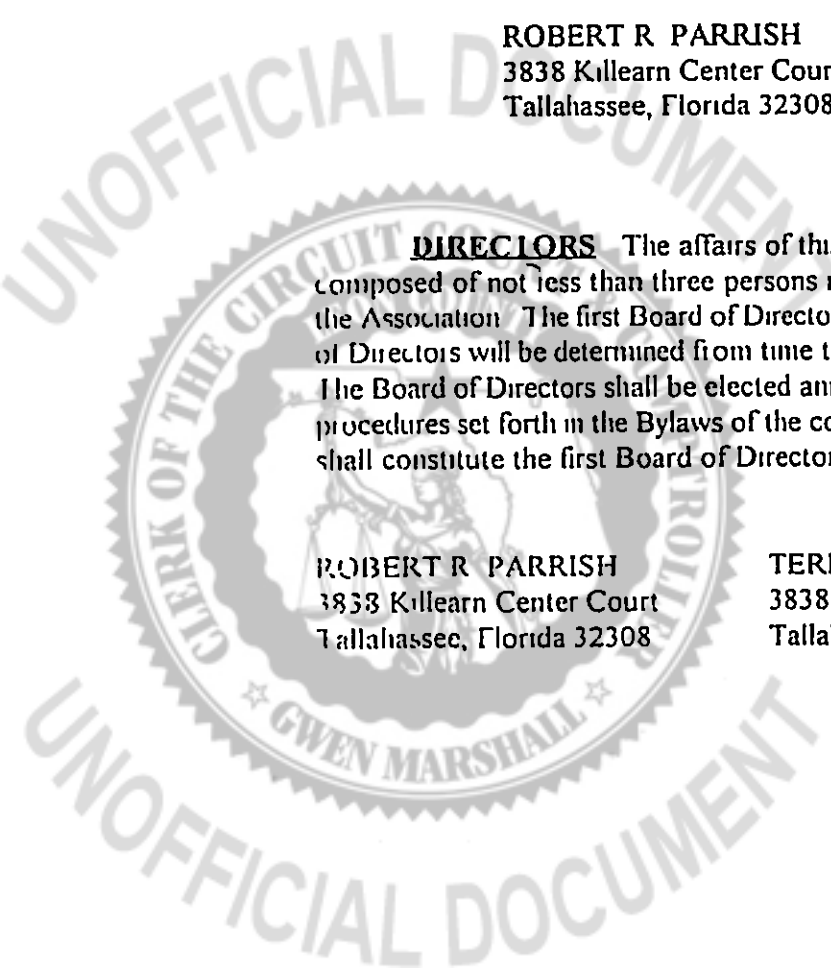
ARTICLE VI

DIRECTORS The affairs of this corporation are to be managed by a Board of Directors composed of not less than three persons nor more than five persons, who need not be members of the Association The first Board of Directors shall have three members, and in the future, the number of Directors will be determined from time to time in accordance with the Bylaws of the corporation The Board of Directors shall be elected annually commencing January, 1999, in accordance with the procedures set forth in the Bylaws of the corporation The names and addresses of the persons who shall constitute the first Board of Directors to serve until the first election are

ROBERT R PARRISH
3838 Killearn Center Court
Tallahassee, Florida 32308

TERRY C NELSON
3838 Killearn Center Court
Tallahassee, Florida 32308

ANNE P EDWARDS
334 Teal Lane
Tallahassee, Florida 32308



ARTICLE VII

VOTING RIGHTS The Association shall have two classes of voting membership

Class A Class A members shall be all those owners of Lots in Maclay Hammock, with the exception of Declarant. Class A members shall be entitled to one vote for each Lot owned. When more than one person holds such interest in any Lot, all such persons shall collectively be entitled to one vote per Lot, which vote shall be exercised by the consent of a majority of the owners of record of such Lot. For the purpose of exercising voting rights, the owner of a Lot which has a residential dwelling on it may designate the occupant to vote, provided said designation shall be made in writing and shall remain in effect until canceled in writing and delivered to the Association.

Class B Class B member shall be the Declarant. The Class B member shall be entitled to cast two votes for each Lot owned, provided that the Class B membership shall cease and become converted to Class A membership three months after ninety percent (90%) of the Lots are owned by persons or entities other than Declarant, or on January 1, 2002, or when Declarant elects in writing to terminate Class B membership, whichever occurs first.

ARTICLE VIII

BYLAWS The bylaws of this Association may be made, adopted, amended or rescinded from time to time by the Board of Directors, or by the members at any annual or special meeting duly called for such purpose by the affirmative vote of fifty-one percent (51%) of both classes of membership present and voting at such meeting.

ARTICLE IX

OFFICERS The officers of this Association shall be a President, Secretary and Treasurer and such additional offices as the Board of Directors shall establish from time to time. All officers shall be elected by the Board of Directors following the election of the Board of Directors by the members of the Association. The Board may elect themselves or other persons to fill such offices, and such offices may be filled by persons not members of the Association. Any two or more offices may be held by the same person unless prohibited by law. The names of the officers who are to serve until the first election under these Articles are

PRESIDENT

ROBERT R. PARRISH
3838 Killearn Center Court
Tallahassee, Florida 32308

SECRETARY-TREASURER

TERRY C. NELSON
Route 1, Box 436
Sopchoppy, Florida 32358

ARTICLE X

REGISTERED OFFICE AND AGENT The corporate address and the address of the initial registered office of the Association is 3838 Killearn Center Court, Tallahassee, Florida 32308, and the name of the initial registered agent at that address is ROBERT R. PARRISH.

ARTICLE XI

AMENDMENTS These Articles may be amended by the affirmative vote of two thirds each class of the membership, provided, however, that no amendment shall conflict with any provision of the Declaration of Covenants and Restrictions for Maclay Hammock, as amended from time to time, and in the event of any such conflict, the provisions of said Declaration shall prevail.

ARTICLE XII

FHA/VA APPROVAL As long as there are outstanding any mortgages insured or granted by the Federal Housing Administration or the Veterans Administration, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration annexation of additional properties, but excepting those lots in planned Maclay Hammock as will automatically become a part of Maclay Hammock pursuant to Article III of the Declaration, mortgaging or dedication of Common Area, mergers, consolidations, dissolution and amendment of these Articles

ARTICLE XIII

The Association may be dissolved upon a two thirds vote of each class of the membership, evidenced by a writing signed by those members voting affirmatively for dissolution 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 the Association was created In the event 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

IN WITNESS WHEREOF, the undersigned incorporators have executed these Articles of Incorporation this 26 day of June, 1997

Robert R Parrish
ROBERT R PARRISH

Terry C Nelson
TERRY C NELSON

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing was acknowledged before me by ROBERT R PARRISH and TERRY C NELSON, this 26 day of June, 1997, and they ✓ are personally known to me or _____ produced driver's licenses as identification

Marilyn Rett
NOTARY PUBLIC

NAME _____
My commission expires _____
Marilyn Rett
MY COMMISSION # CC406881 EXPIRES
September 13, 1998
BONDED THROUGH TROY FAIR INSURANCE INC.



UNOFFICIAL DOCUMENT

**CERTIFICATE OF REGISTERED AGENT
OF
MACLAY HAMMOCK HOMEOWNERS ASSOCIATION, INC.**

Robert W Parrish, 3838 Killearn Center Court, Tallahassee, Florida 32308, have been designated as the initial registered agent at the above registered address of MACLAY HAMMOCK HOMEOWNERS' ASSOCIATION, INC, does hereby accept the appointment as said registered agent, and does hereby state that the undersigned registered agent is familiar with, and accepts, the obligations of such position

Dated this 26 day of June, 1997



ROBERT R PARRISH

FILED
97 JUN 27 4:19 33
CLERK OF STATE
TALLAHASSEE



EXHIBIT E

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
MACLAY HAMMOCK**

BYLAWS



BYLAWS

OF

MACLAY HAMMOCK HOMEOWNERS' ASSOCIATION, INC.

The following are the Bylaws of **MACLAY HAMMOCK HOMEOWNERS' ASSOCIATION, INC**, a corporation not for profit, organized and existing under the laws of the State of Florida, which Bylaws have been duly adopted by the Initial Board of Directors of the Association

SECTION 1. DEFINITIONS AND TERMINOLOGY

The terms defined in the Declaration of Covenants and Restrictions for Maclay Hammock (the "Declaration") are incorporated herein by reference

SECTION 2. PRINCIPAL OFFICE.

The principal office of the Association shall be for the present at 3838 Killearn Center Court, Tallahassee, Florida 32308, and thereafter may be located at any place in Leon County, Florida, as designated by the Board of Directors

SECTION 3. MEMBERSHIP; MEMBERS' MEETINGS; VOTING.

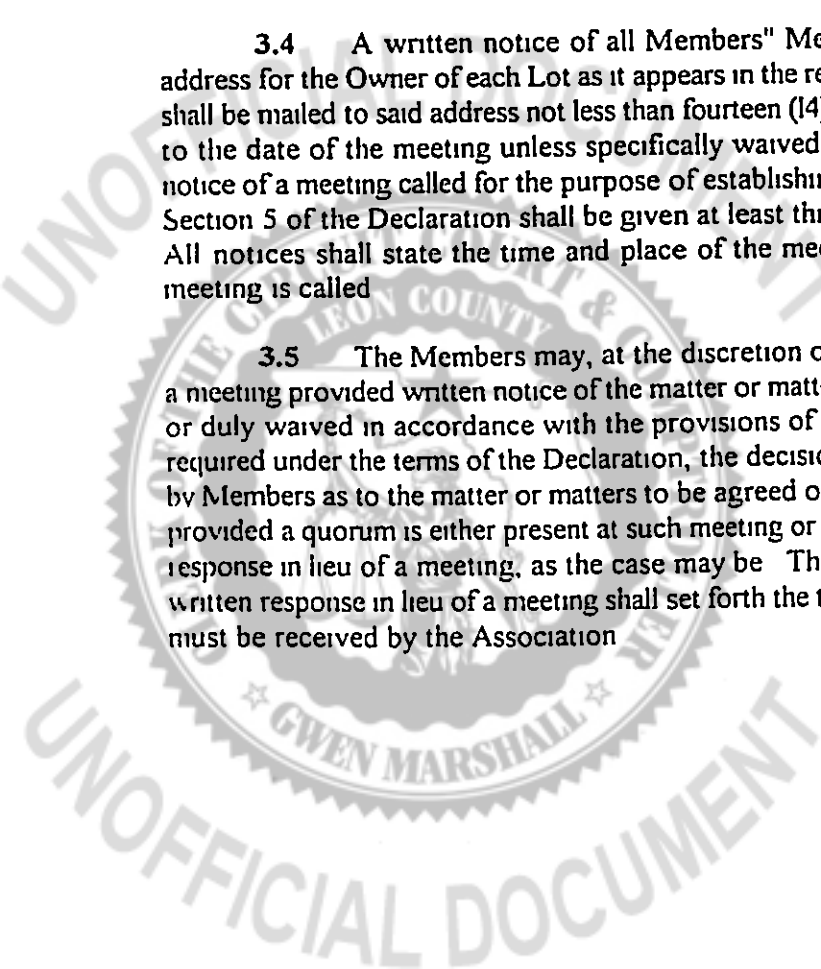
3.1 The qualification of Members, the manner of their admission to membership in the Association and the termination of such membership and the voting by Members shall be as set forth in the Articles of Incorporation

3.2 The Members shall meet annually commencing in January, 1999 ("Annual Members' Meeting") The Annual Members' Meeting shall be held at the office of the Association, and at such time and on such date in the month of January of each year as the Board may determine and designate in the notice of such meeting The purpose of the Annual Members' Meeting shall be to hear reports of officers, elect Members of the Board and transact any other business authorized to be transacted at such Annual Members' Meeting

3.3 Special meetings of the Members shall be held whenever called by the President or by a majority of the Board A special meeting must be called by the President upon receipt of a written request from Class A Members having the right to vote at least fifty one percent (51%) of the total number of votes entitled to be cast by Class A Members

3.4 A written notice of all Members' Meetings shall be given to each Member at the address for the Owner of each Lot as it appears in the records of the Leon County Tax Appraiser and shall be mailed to said address not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the meeting unless specifically waived in writing by a Member, provided, however, notice of a meeting called for the purpose of establishing a special assessment pursuant to Article V, Section 5 of the Declaration shall be given at least thirty (30) days in advance of any such meeting All notices shall state the time and place of the meeting and the general purposes for which the meeting is called

3.5 The Members may, at the discretion of the Board, act by written response in lieu of a meeting provided written notice of the matter or matters to be agreed upon is given to the Members or duly waived in accordance with the provisions of these Bylaws Unless some greater number is required under the terms of the Declaration, the decision of a majority of each class of the votes cast by Members as to the matter or matters to be agreed or voted upon shall be binding on the Members provided a quorum is either present at such meeting or submits a response if action is taken by written response in lieu of a meeting, as the case may be The notice with respect to actions to be taken by written response in lieu of a meeting shall set forth the time period during which the written responses must be received by the Association



3.6 A quorum of the Members shall consist of Members entitled to thirty percent (30%) of the total number of votes of each class of the Members, unless otherwise provided in the Declaration. Any Member may join in the action of any meeting by signing and concurring in the minutes thereof and such a signing shall constitute the presence of such Member for the purpose of determining a quorum. When a quorum is present at any meeting and a question which raises the jurisdiction of such meeting is presented, the holders of a majority of the voting rights of each class of Members present in person or represented by written proxy shall be required to decide the question. However, if the question is one upon which a vote other than the majority vote of a quorum is required by express provisions of the Declaration or Articles, then such express provision shall govern and control of the required vote on the decision of such question.

3.7 If a quorum is not in attendance at a meeting, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present with no further notice of such adjourned meeting being required unless otherwise determined by the Board, or unless required by express provisions of the Declaration, or by law.

3.8 Minutes of all meetings shall be kept in a businesslike manner and be available for inspection by the Members and the Board of Directors at all reasonable times.

3.9 Voting rights of Members shall be as stated in the Articles. Such votes may be cast in person or by proxy. "Proxy" is defined to mean an instrument containing the appointment of person who is substituted in the place and stead of the person or entity entitled to vote. Proxies shall be in writing, signed by the person or entity giving the same and shall be valid for the period of time or meetings designated therein, and, if so stated, in the Proxy, any adjournments thereof. A Proxy must be filed with the Secretary of the Association before the appointed time of the meeting in order to be effective. Any Proxy may be revoked prior to the time a vote is cast according to such Proxy, provided that such revocation shall be in writing or by the act of the Member giving such Proxy present at the meeting.

SECTION 4. BOARD OF DIRECTORS; MEETINGS.

4.1 The business and administration of the Association shall be by its Board of Directors, which shall consist of not less than three (3) nor more than five (5) Members as determined by a majority vote of both classes of Members at a meeting duly called for such purpose at which a quorum is present. The initial Board of Directors shall consist of three (3) Members.

4.2 Directors shall be elected by a majority of the votes of Members present at the Annual Members' Meeting at which a quorum is present. The election of directors shall be by a majority vote of each class of members. The term of the director's service shall be as stated in the Articles, and if not so stated, shall extend until the next Annual Members' Meeting, and thereafter until his successor is duly elected and qualified or until he resigns or is removed in the manner elsewhere provided. Any person elected or designated a director shall have all the rights, privileges, duties and obligations of a director of the Association.

4.3 Meetings of the Board may be held at such times and places as shall be determined from time to time by a majority of the Board. Meetings of the Board may be called at the discretion of the President. Meetings must be called by the Secretary at the written request of at least fifty one percent (51%) of the Board.

4.4 Notice of the time and place of meetings of the Board, or adjournments thereof, shall be given to each director personally or by mail, telephone or telegraph at least forty eight hours prior to the day named for such meeting, and a copy of such notice shall be posted in a conspicuous place in the subdivision, or otherwise mailed to each member in accordance with the provisions of Section 617.303, Florida Statutes, unless such notice is waived before, during or after such meeting. Any director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such director.

4.5 A quorum of the Board shall consist of the directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Board shall constitute the official acts of the Board. If at any meetings of the Board there shall be less than a quorum present, those present may adjourn the meeting from time to time until a quorum is present. No further notice of the adjourned meeting need be given unless otherwise determined by the Board.

4.6 The presiding officer at all Board meetings shall be the President. In the absence of the President, the Board shall designate any one of their number to preside.

4.7 Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and directors at all reasonable times.

4.8 Meetings of the Board shall be opened to all Members, except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of its discussion would otherwise be governed by the attorney-client privilege.

4.9 Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if a consent in writing shall be signed by all the directors entitled to vote. Such consent shall have the same force and effect as a unanimous vote of the Board.

4.10 All of the powers and duties of the Association shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Articles and Declaration.

SECTION 5. OFFICERS

5.1 Executive officers of the Association shall be the President, who shall be a member of the Board, a Treasurer and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Board at any meeting of the Board. The Board may, from time to time, elect such other officers, including a Vice President, and assistant officers and designate their powers and duties as the Board shall find to be necessary or desirable to manage the affairs of the Association. One (1) person may hold two offices simultaneously except where the functions of such offices are incompatible, but no person shall hold the office of President and any of the following offices simultaneously: Vice President, Secretary or Assistant Secretary, if applicable.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an association or a corporation not for profit, including, but not limited to, the power to appoint such committees at such times as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association. If in attendance, the President shall preside at all meetings of the Board.

5.3 In the absence or disability of the President, the Vice President shall exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

5.4 The Secretary shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by the Members and directors at all reasonable times. He shall have custody of the seal of the Association and affix the same to instruments requiring such seal when duly authorized and directed to do so. He shall be custodian for the corporate records, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary.

5.5 The Treasurer shall have custody of all the monies of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the

Members and shall keep the books of the Association in accordance with good accounting practices, and he shall perform all of the duties incident to the office of the Treasurer

5.6 The compensation, if any, of the officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a director as an employee of the Association or preclude the contracting with a director or a party affiliated with a director for the management or performance of contract services for all or any part of the Properties

SECTION 6 ACCOUNTING RECORDS; FISCAL MANAGEMENT.

6.1 The Association shall use the cash basis method of accounting and shall maintain accounting records in accordance with good accounting practices, and the requirements of law. Written summaries of the accounting records shall be made available to the Members at least annually. Such records shall include, but not be limited to, a record of all receipts and expenditures, and account for each building site owner which shall designate the and address of the Owner thereof, the amount of all assessments, if any, charged to each Owner, the amounts and due dates for payment of same, the amounts paid upon account, and the balance due

6.2 The Board shall adopt a Budget of the anticipated Operating Expenses of the Association for each forthcoming calendar year at a special meeting of the Board ("Budget Meeting") called for that purpose to be held not later than December 1 of each year. Prior to the Budget Meeting, a proposed Budget shall be prepared by or on behalf of the Board. Within thirty (30) days after adoption of the Budget, a copy thereof shall be furnished to each Member, together with a notice of the assessment applicable to the Member's building site

6.3 All assessments shall be due and payable as set forth in the Declaration

6.4 The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Board

SECTION 7. RULES AND REGULATIONS

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind then existing rules and regulations for the operation and use of any of the Association property and for the purpose of performing its duties under and enforcing the terms and conditions of the Declaration, provided, however, that such rules and regulations are not inconsistent with the terms or provisions of the Declaration. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to all Members shown on the records of the Association and shall not take effect until forty-eight (48) hours after such delivery or mailing

SECTION 8. AMENDMENTS

These Bylaws may be amended, from time to time, by the Board, or by the Members at any meeting duly called for such purpose by the affirmative vote of fifty-one percent (51%) of both classes of membership present and voting at such meeting

SECTION 9. CONFLICTS IN DOCUMENTS

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

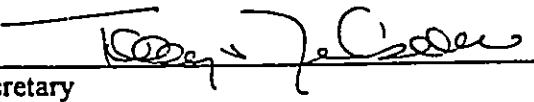
SECTION 10. FISCAL YEAR.

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

CERTIFICATION

I, **TERRY C. NELSON**, do hereby certify that I am the duly elected Secretary of the Maclay Hammock Homeowners' Association, Inc, a corporation not for profit, organized under the laws of the State of Florida, and that the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association, this 26 day of June, 1997


Secretary

