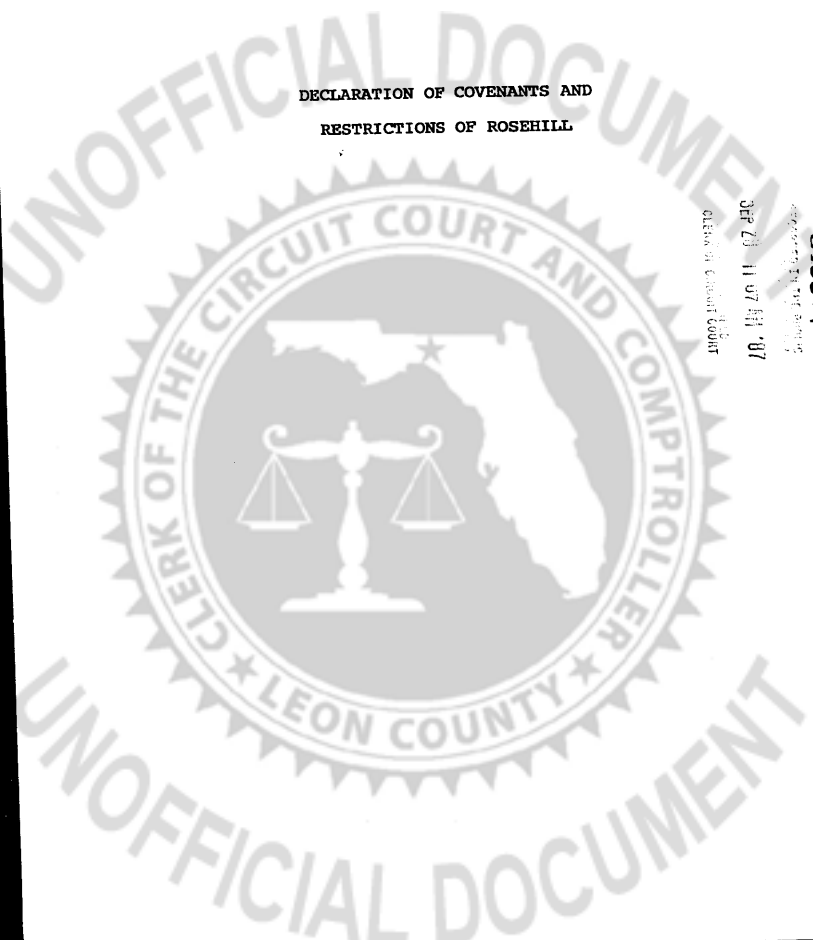


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DECLARATION OF COVENANTS AND
RESTRICTIONS OF ROSEHILL



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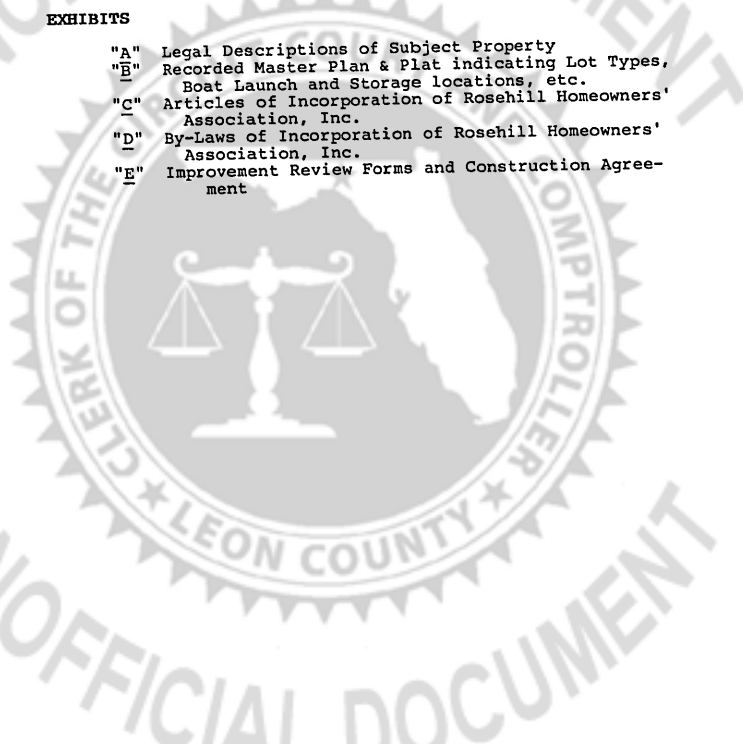
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EXHIBITS

- "A" Legal Descriptions of Subject Property
- "B" Recorded Master Plan & Plat indicating Lot Types,
Boat Launch and Storage locations, etc.
- "C" Articles of Incorporation of Rosehill Homeowners'
Association, Inc.
- "D" By-Laws of Incorporation of Rosehill Homeowners'
Association, Inc.
- "E" Improvement Review Forms and Construction Agree-
ment



DECLARATION OF COVENANTS AND RESTRICTIONS

OF

ROSEHILL

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PREFACE

GENERAL

The residential development at Rosehill represents the fortuitous culmination of years of careful planning of an unusually beautiful and uniquely configured tract of land. Master plan improvements provide property owners with generous individual homesites sympathetically adapted to the existing topography and couched in highly accessible and extensive common land resources. By providing the potential for a broadbased and intimate participation in and with these natural resources, a living environment of great beauty and rarity has been created.

The Covenants and Restrictions have been formulated to protect and enhance this living environment by requiring that further activities and improvements respect the values inherent in the master plan and evolve in harmony with the land and its beneficiaries. They provide that each Rosehill property owner be a member of the Rosehill Property Owners' Association, the governing body for all property and activities within Rosehill, established for the benefit and protection of the owner's interests.

ARCHITECTURAL REVIEW

As regards the architectural review process, quality and excellence rather than style of design and construction are critical. Proposed homesite improvements must evidence the integration of interior and exterior spaces with landscaping and existing site features and reflect an effort to minimize the disturbance of vegetation valuable for providing wildlife habitat, natural beauty, and human privacy. Innovation evolving from the consideration of specific programmatic needs in the context of specific site characteristics and the use of indigenous or compatible landscaping is encouraged.

The procedures and restrictions outlined as follows and in Article VI and VII of the Declaration, together with the forms attached as Exhibit "E," provide the basis for the systematic and uniform process of review which is required for all proposed construction. In conjunction with the concerned and conscientious efforts of all involved in the improvement and use of the property, they will ensure that those qualities which contribute to its unique and precious value today will be preserved into the distant future.

BEFORE CONSTRUCTION

After completing the review process and upon receipt of final approval from the Architectural Review Committee ("Committee"), several steps must be followed before any lot clearing, material deliveries, or construction may begin. First and foremost, a building permit shall be obtained from the Leon County Building Department. In addition to the Leon County building permit, the owner or his representative shall obtain a septic tank permit from the Leon County Health Department. This septic tank permit may require a site inspection by an inspector from the health department to determine specific construction standards for installation of the septic tank.

This will include an analysis of soil type and water table elevations for the particular site. The design and construction standards for septic tanks may vary, depending upon the site analysis.

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DURING CONSTRUCTION

Construction in Rosehill is under constant observation by the Committee, and a final inspection will be conducted by the Committee upon completion of the structure. Builders working in Rosehill shall be licensed by Leon County and certified with the State of Florida. The conduct of workmen is the responsibility of the Contractor. Construction access to the property is controlled and regulated and shall occur exclusively at specified locations. The maximum hours for construction are from 7:00 a.m. to 7:00 p.m. Monday through Saturday. Construction on Sunday is prohibited. Construction workers are allowed access to and from the construction site only and are strictly forbidden from riding around in the property or from using Rosehill common facilities. No loud music or loud vehicles, speeding, or noxious, offensive, or nuisance like activity is permitted.

The lot owner and his contractor shall be responsible for protecting against damage to all vegetation and other site features not shown to be altered on the approved site plan, and shall confine construction activity to those areas indicated for such use on said site plan.

It is imperative that all sites be maintained in a clean and tidy manner. All construction materials and vehicles shall be kept on the site, thus maintaining an unobstructed street right-of-way. The storage of materials shall be neat and orderly and in an inconspicuous area of the site. As untidy sites present a negative image to visitors and property owners, this requirement will be strictly enforced.

Temporary utilities shall be installed in a neat manner. The temporary post must be installed plumb and will not be allowed for the placement of signs.

Construction of all residences shall be completed within one year from the letter of approval or such extended time period initially approved by the Committee. All proposals for exterior changes shall be submitted for review and approval by the Committee prior to implementation. The Association may employ workers to correct any exterior changes made without Committee approval. The Committee shall notify the owner in writing of any corrections required to be made and if within seven (7) days of the date of such notice, the owner has not begun the required corrections or received from the Committee an extension of time for making such corrections, the Association shall have such corrections made at the owner's expense. Any such expenses incurred by the Association shall be handled as an assessment against the subject lot as specified in Article V, Section 14 hereof.

AFTER CONSTRUCTION

When construction of a residence is complete, the owner and contractor must satisfy several requirements before applying for a final inspection. Construction of the residence and completion of the landscaping shall conform to the plans previously approved by the Committee. Any unauthorized changes shall be corrected before the final inspection certificate will be issued. All building debris shall be removed from the site and the surrounding area. Upon final approval, a completed inspection form will be issued by the Committee. Proof of this

inspection will be necessary before the owner-contractor is authorized to request permanent electrical and/or water connections.

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ARTICLE I

STATEMENT OF PURPOSE

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions, is made and entered into on this 1st day of September, 1987, By ROSEHILL PARTNERSHIP, a Florida general partnership, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain lands located in Leon County, Florida, and desires to create thereon a residential community with permanent recreational areas, open spaces and other common facilities for the benefit of said community; and

WHEREAS, Declarant desires to provide for the preservation, protection and enhancement of the natural environment, including the land, vegetation and wildlife of said community, and for the maintenance of said recreational areas, open spaces and other common facilities, and, to this end, desires to subject the real property described in Exhibit "A" attached hereto, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the aforementioned purposes, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated, under the laws of the State of Florida, as a non-profit corporation, ROSEHILL PROPERTY OWNERS' ASSOCIATION, INC., for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Declarant declares that the real property described in Exhibit "A" attached hereto is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth. All provisions hereof shall, when any deed to any parcel of land located within the property described in the attached Exhibit "A" is hereafter executed, be deemed to be binding upon any grantor and grantee, or their assigns and successors in interest, as if set forth therein in full.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Property Description. The real property which is, and shall be, held, transferred, sold, conveyed and occupied

subject to this Declaration is located in Leon County, Florida, contains 550.85 acres, more or less, and is more particularly described in Exhibit "A" attached hereto.

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ARTICLE III

DEFINITION OF TERMS

Section 1. Definitions. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Assessment" shall mean a share of the funds required for the payment of common expenses which from time to time is assessed against a lot owner.

(b) "Association" shall mean and refer to the Rosehill Property Owners' Association, Inc., a non-profit Florida corporation, its successors and assigns.

(c) "Board" shall mean and refer to the Board of Directors of the Rosehill Property Owners' Association, Inc.

(d) "Building" shall include, but not be limited to, both the main portion of such building and all projections or extensions thereof, including garages, outside platforms, patios and decks, carports, canopies, enclosed malls, porches, walls, docks, fences, television antennas and mechanical and electrical devices.

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

(f) "Committee" shall mean and refer to the Architectural Control Committee.

(g) "Common Expenses" shall mean the expenses for which the lot owners are liable to the Association.

(h) "Common Property" or "Common Areas" shall mean and refer to those areas of land and water shown on the recorded subdivision plat of Rosehill and intended to be devoted to the common use and enjoyment of the owners of The Properties and including land owned by the Association and any leased land to which its members have rights of use and access. The members of the Association may elect to make improvements to the Common Property. Such improvements, however, shall be restricted to two (2) areas designated as possible improvement sites on the recorded plat. Improvements on Common Property not so designated shall be prohibited.

(i) "Common Surplus" shall mean the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues on account of the common elements over the amount of common expenses.

(j) "Declarant" shall mean and refer to Rosehill Partnership, a Florida general partnership.

(k) "Immediate Family" shall mean the owner, spouse, children, parents, grandchildren and residents of the property.

(l) "Improvements" shall mean and include structures and construction of any kind, whether above or below the land surface, such as, but not limited to, buildings, outbuildings, water lines, sewers, electrical and gas distribution facilities, loading areas, parking areas, walkways, wells, fences, hedges, mass plantings, entrance ways or gates and signs, or any landscape, vegetation or topographic alteration.

(m) "Lake Lot" shall mean and refer to the following lots shown on the recorded plat or map of Rosehill which front on Lake Elizabeth and Lake Jane: Lots 87 thru 94, 18 thru 21, 34, 35, 38, 39 and 45 thru 65.

(n) "Living Area" shall mean and refer to those heated and/or air conditioned areas which are completely finished as living areas and which shall not include garages, carports, porches, patios, or storage areas.

(o) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article V, Section 3, hereof.

(p) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot or lake lot (hereinafter called "lot", "lake lot", or "pond lot"), which is located in Rosehill, a subdivision located in Leon County, Florida, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(q) "Pond Lot" shall mean and refer to the following lots shown on the recorded plat or map of Rosehill which front on Woods Pond: Lots 22, 23, 32 and 33.

(r) "Site" or "Lot" shall mean a portion or contiguous portions of said property, which accommodate a single use or related uses under single control, with the exception of Common Properties as heretofore defined. After improvement to the site providing for residential use, "site" shall mean each residential living unit and its adjoining property.

(s) "Special Common Area" shall mean and refer to those specific parcels of Common Property which are so designated on the recorded plat or map of Rosehill. These parcels are the only Common Properties which can be improved or built upon by the Association.

(t) "The Property" or "The Properties" shall mean and refer to all such existing properties and additions thereto as are subject to this Declaration or any Supplemental Declaration under the provisions of Article I hereof.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, The Association, its respective legal representatives, heirs, successors and assigns, for a term of fifty (50) 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 at least 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 the Owners at least ninety (90) days in advance of any action taken.

Section 2. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to

violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Declarant or 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 3. Severability. Invalidation of any one, or of any part of any one, of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 4. Titles. The titles of each of the paragraphs or subdivisions contained herein are for convenience only and shall be deemed to have no legal effect.

Section 5. Amendment. The Declarant reserves unto itself and its successors and assigns and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract, deed or subsequent Declaration of Covenants and Restrictions, or other instrument hereafter made, any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained, and (c) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Declarant, in its sole judgment, determines such violation to be a minor or insubstantial violation. With the concurrence of at least two-thirds (2/3) of its members in good standing, the Association may amend, alter, modify or delete any portion of these covenants and restrictions, provided further that any amendments affecting pond or lakefront common properties, as indicated in the attached Exhibit "A", shall require the additional concurrence of at least two-thirds (2/3) of the members in good standing owning pond or lake lots proposed to be affected by such change or modification.

Section 6. Additional Covenants and Restrictions. No property owner, without the prior written approval of the Declarant, its successors and/or assigns, may impose any additional covenants or restrictions on any part of the land described in Articles I and II hereof.

Section 7. Development by Declarant. No provision contained herein shall prevent Declarant, its contractors or subcontractors from performing such work and activities as it deems necessary or advisable in connection with the development of Rosehill, nor shall said provisions in any way prevent the Declarant from maintaining such sign or signs on its property as it deems necessary or desirable for the sale or other disposition thereof.

The Declarant reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right to erect, maintain and use electric, television and telephone wires, cables, conduits, sewers, water mains and other suitable equipment, gas, sewer, water or other public conveniences or utilities on, over or under the ground at all easements and common properties; and to cut drainways for surface water wherever and whenever such action may be necessary in order to maintain reasonable standards of health, safety and appearance, or to meet governmental requirements, or ensure the vitality of the natural environment. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any similar action reasonably necessary to provide economical and safe drainage and utility installation and to

maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of the company, but this reservation shall not be considered an obligation of the company to provide or maintain any such utility or service.

ARTICLE V

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HOMEOWNERS' ASSOCIATION

Section 1. Structure and Purpose. The Association, formed as a non-profit corporation under the laws of the State of Florida, is responsible for the implementation and furtherance of the goals and purposes of the covenants and restrictions stated herein. Through its administration and enforcement, the Association shall protect and enhance the natural environment, maintain and manage the common properties, facilities and leased lands within the property and within such additional property as may be brought into its jurisdiction.

Permission for the Association, or its agents, to undertake whatever action it deems appropriate for the performance of its duties is granted by each lot purchaser and member of the Association.

Section 2. Powers. More specifically, the Association, its agents or assigns, may: acquire, own, manage, improve, develop and dispose of real and personal property in connection with the construction, operation, and maintenance of recreational lands, streets, easements, and other common property, including, but not limited to, all water in-fall and drainage configurations, all roadways with improvements or landscaping thereon, together, further, with all properties, facilities or amenities that may be owned, acquired or built by the Association, protect streams, lakes and water supplies, maintain and enhance the conservation of natural and scenic resources, promote the conservation of soils, fish, wildlife, game and migratory birds, afford and enhance recreation opportunities and preserve historical sites, erect wildlife feeding stations, plant small patches of cover and food crops for quail, turkeys and other wildlife, make access trails or paths through common properties for the purpose of permitting observation and study of wildlife, hiking and riding, erect buildings and other facilities for all types of recreation, erect small signs throughout the common property designating points of particular interest and attraction, and take such other steps as are reasonable, necessary and proper to further the aims and purposes of the common properties, plant trees or other vegetation on all common property and on that part of each lakeside or pondside lot which is thirty (30) feet or nearer to the lakeside or pondside common property, protect from erosion the common property by planting trees, plants and shrubs where and to the extent necessary or by such mechanical means as bulkheading or other means deemed expedient or necessary by said Association, replace vegetation on a lot or common property when vegetation has been removed or damaged in violation of these covenants and assess fines on those it determines to be responsible for such removal or damage, provide and insure adequate drainage ways, canals, and access roads, cut fire breaks and cut and remove trees, provide maintenance upon vacant sites and upon every improved site which is subject to assessment under Article V hereof. Such maintenance may include painting, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, and other exterior improvements, may also include the mowing of grass and weeds, the trimming of shrubs, or the removal of trash and litter and dead vegetable matter; provide garbage and trash collection; supplement municipal services; fix assessments to be levied against the properties; enforce all covenants, restrictions and regulations; pay taxes, if any, on

common properties; promote public safety and prevention of cruelty to animals; grant easements where necessary for utilities, cable television and sewer and drainage facilities over or under the roadway area; obtain and maintain such policy or policies of insurance as the Association may deem necessary or desirable in protecting the interest of the Association and its members; have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association; and insofar as is permitted by law, do any other thing that, in the opinion of the Association, will promote the common benefit and enjoyment of the properties by its members.

The intention is that none of the objectives and powers, as hereinabove set forth, except where otherwise specified in this Article, shall be in anywise limited or restricted by reference to or inference from the terms of any other objectives, powers or clauses of this Article or any other Article; but that the objectives and powers specified in each of the clauses in this Article shall be regarded as independent objectives and powers.

Section 3. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any site which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. The requirement of membership shall not apply to a mortgagee or third person pursuant to the mortgage instrument, or those holding by, through or under such mortgagee or third person.

Section 4. Voting Rights. The Association shall have one (1) class of voting membership consisting of all owners of lots within the property described in Article I above and any additional property that comes within the jurisdiction of the Association. All owners shall be entitled to one (1) vote for each lot owned so long as the owner is a member in good standing with the Association at the time of such vote. When more than one (1) 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 (1) vote be cast with respect to any lot. All voting rights shall reside with Declarant (as identified in the Declaration), for a period of two (2) years or until Declarant or a related business entity has conveyed title to all lots within the property, whichever event first occurs, except as provided in the Declaration.

Voting rights shall be suspended for any lot owner who is delinquent in the payment of any regular or special lot assessment imposed by the Association or who is in violation of any of the terms, conditions, or covenants of the Declaration or is in violation of any of the rules promulgated by the Board.

In addition to the requirement of an affirmative vote of the membership as a whole, any vote to amend, alter, modify or delete any terms or conditions of the Declaration as they relate to Lakes Elizabeth and Jane or to any lake lots shall also require the concurrence of at least two-thirds (2/3) of the members in good standing owning the lake lots to be affected by such change or modification.

Section 5. 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, postage prepaid, 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 6. Members' Easement of Enjoyment. Subject to the provisions of Section 10 and Article VIII, every member shall have the right and easement of enjoyment in and to the common properties and such easement shall be appurtenant to and shall pass with the title to every site.

Section 7. Terms of Existence. The Association shall have perpetual existence but, by vote of the total membership, may be dissolved through merger or consolidation with any other corporation with similar purposes and responsibilities on adjacent properties. All assets held by the Association at the time of its dissolution shall be dedicated, transferred to, or consolidated with those of the Association with which it is merging or consolidating, with members of such Association sharing full and equal rights and entitlements under the consolidated Association.

Section 8. Liability to Members or Others. Notwithstanding the duties of the Association, the Association shall not be liable to homeowners, their invitees, guests or others for injury or damage caused by any latent defect or condition of the property owned, or to be maintained and repaired by the Association or caused by Acts of God or by third parties.

Section 9. Title to Common Properties. The Declarant may retain the legal title to the common properties and easements until such time as it has completed improvements thereon and until such time as, in the opinion of the Declarant, the Association is able to maintain the same but, notwithstanding any provision herein, the Declarant hereby covenants, for itself, its successors and assigns, that it shall convey the common properties to the Association not later than the 1st day of January, 1990.

Section 10. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) Encumbrance of Common Properties. The Association shall have the right, in accordance with its Articles and By-Laws, to borrow money for the purpose of further improving certain common properties and to mortgage said properties for such purpose. Only those two parcels identified, on the recorded plat or map of Rosehill, as "Common Improvement Areas I & II" can be so improved and/or mortgaged. In the event of a default upon any such mortgage, the lender shall have the right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the members hereunder shall be fully restored;

(b) Suspension of Rights. The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period for any infraction of its covenants and restrictions or its published rules and regulations; and

(c) Transfer of Assets. The right of the Association to dedicate or transfer all or any part of the common properties or easements to any public, semi-public or non-profit 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, transfer or determination as to the purposes or as to the conditions thereof, shall be

effective unless ratified by two-thirds (2/3) vote of the members in good standing represented at such meeting called specifically for such purpose and provided that 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; together with such transfer or dedication shall be transferred all assessments appurtenant to such assets, together with provision for their continued future allocation to such entity should such transfer and responsibility therefor so reasonably require.

Section 11. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each site owned by it within the properties, hereby covenants, and each other owner of any site by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association: (a) annual assessments or charges as herein set forth and as established by the Association, and (b) special assessments for capital or other improvements or acquisitions, which assessments are to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. No owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common elements or by the abandonment of his lot.

Section 12. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of properties, services and facilities devoted to the purpose and related to the use and enjoyment of the common properties and of the homes situated upon the properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. No setoffs shall be allowed to any owner for repairs, improvements, or services contracted for by any owner without the express written authorization of the Board of Directors of the Association.

Section 13. Basis and Maximum of Annual Assessments. The owners shall not be responsible for making annual assessment payments until the year beginning January 1, 1988. The annual assessment for such assessment period shall be established by the Board of Directors at its initial meeting.

The Board of Directors of the Association may, after the Association, fix the actual assessment for the 1989 year at a greater or lesser amount. From and after January 1, 1989, the maximum annual assessment may be increased by more than ten percent (10%), provided that any such change shall have the assent of a majority of members in good standing whether 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 and shall set forth the purpose of the meeting; provided, further, that the maximum assessments permitted under Sections 13 and 14 hereof shall not be increased as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article V, Section 7 hereof.

Section 14. Special Assessments. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment for the purpose of

defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of the roadways, or any other area or improvement which the Association is empowered to make, including improvements, fixtures and real or personal property related thereto; provided, however, that any such assessment shall be made in accordance with the By-Laws of the Association and shall be assented to by a majority of the votes of the members as required by Section 13 hereof.

If an owner shall fail to maintain or make the repairs or replacements which are the responsibility of such owner, then upon vote of a majority of the Board and after no less than thirty (30) days notice to the owner, the Board shall have the right (but not the obligation) to enter upon such lot and provide such maintenance or make such repairs or replacements as it deems necessary or appropriate, and the cost thereof shall be added to the assessments chargeable to such owner and shall be payable to the Association by such owner under such terms as the Board of Directors of the Association determines.

For the purpose solely of performing any of the maintenance or services which it is authorized to make, the Association's agent or employee shall have the right, after reasonable notice to the owner, to enter upon any such site.

Section 15. Deposit of Assessments. Any and all sums collected from assessments or related payments may be co-mingled with each other in a single account and shall be held and used for the purposes herein set forth.

Section 16. Quorum for any Action Authorized Under Sections 13 and 14. The quorum required for any action authorized by Sections 13 and 14 hereof shall be as follows: At the first meeting called, as provided in Sections 13 and 14 hereof, the presence at the meeting of a majority of the members in good standing, or of proxies thereof, shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 13 and 14 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 17. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence January 1, 1988, and shall be due on the same day and month each and every year thereafter.

The due date of any special assessment under Section 14 hereof shall be fixed in the resolution authorizing such assessment.

Section 18. Duties of the Board of Directors. The Board of Directors of the Association shall fix the amount of the assessment against each site for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner. Written notice of the assessment thereupon shall be sent to every owner subject thereto.

The Association shall, upon demand, furnish at any time to any owner or mortgagee of owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 19. Effect of Non-Payment of Assessments. If the assessments are not paid on the date when due (being the dates specified in Section 17 hereof) then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof 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.

If the assessment is not paid within ten (10) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the maximum rate allowable by law 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. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

Any member who is delinquent in his payment of assessments or who has violated the rules and regulations adopted by the Board of Directors shall automatically have his rights as a member suspended (including, but not limited to, the right to vote on Association matters and the use of all the common areas except the roadways) and may be assessed the cost of correcting any deficiency which his actions may have caused, plus a charge for the administration of this correction, or both, by and at the sole discretion of the Board.

The Association by and through the Board shall have the authority to establish rules and regulations for the use of all common areas and further shall have the authority to assess fines for the violation thereof. The Association shall enforce such rules and regulations by appropriate court action if necessary.

Section 20. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be absolutely subordinated to the lien of any first or second mortgage now or hereafter placed upon the properties subject to assessment. This subordination shall not relieve such property from liability for any assessments now or hereafter due and payable, but the lien thereby created shall be secondary and subordinate to any such mortgages as if said lien were a subordinate mortgage, irrespective of when such mortgage was executed and recorded.

Section 21. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all roadways and/or utilities to the extent of any interest therein dedicated and accepted by the local authority; (b) all property owned by the Association; (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption; and (d) all properties owned by the Declarant.

Notwithstanding any provisions herein, no land or improvements transferred from the Declarant and devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI

ARCHITECTURAL REVIEW

To facilitate the purposes of the Declarant as herein

expressed, and to further protect the investment of those having an interest in the property, all improvements and site alterations must comply with the following restrictions and covenants and a complete description thereof must be submitted to the Architectural Review committee prior to implementation.

Section 1. Architectural Review Committee. The Committee shall have the absolute and exclusive right to refuse to approve any such building plans, specifications, and site grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including aesthetic reasons.

No improvements, as defined herein, 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, in duplicate, to and approved by the aforementioned Committee, in writing, as to the acceptability of the proposed improvements.

Section 2. Membership. The Architectural Review Committee is composed of three (3) members to be appointed by the Board. A majority of the Committee may designate a representative to act for it. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

Section 3. Procedure. At least sixty (60) days prior to the proposed commencement of construction, a schematic design submittal shall be made to the Committee, in duplicate, consisting of the following: Location map showing the location of the lot within the development; existing and proposed site plans with 1-foot maximum contours showing all existing trees larger than six inches (6") in diameter measured thirty inches (30") above the ground, proposed landscape and building improvements including septic tank and drainfield, building restriction lines and construction staging and parking area; foundation, floor, and roof plans, elevations of all exterior walls indicating all materials and colors and with at least one elevation rendered as such; and the Architectural Review Checklist and Reviews Form (Exhibit E-1) and Information Form (Exhibit E-2). Prior to making the submittal, the owner or his representative, shall stake out the proposed improvements on the lot.

At least thirty (30) days prior to the proposed commencement and after the Committee's review and approval of the schematic submission, a construction document submission shall be made, such submission shall comply with all of the schematic submission requirements, shall show the proposed improvements in greater detail, and shall additionally include building sections, construction details, specifications, material samples, and the Construction Application Agreement (Exhibit E-3).

Only complete submittals will be considered for approval. The Committee's approval, disapproval or waiver as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after complete plans and specifications have been submitted to it, approval will not be required, provided further that related covenants shall be deemed to have been fully complied with.

ARTICLE VII

ARCHITECTURAL AND LANDSCAPE COVENANTS AND RESTRICTIONS

Section 1. Land Use and Lot Size. The lots in Rosehill are for single-family residential purposes only, and only such homes, with at least 2,000 square feet of living area, unless otherwise approved by the Architectural Review Committee, together with customary outbuildings, swimming pool, garage or carport, can be built thereupon. No lot shall be smaller than 65,000 square feet. No lot shall be subdivided or its boundary lines changed, except by the Declarant, who hereby expressly reserves unto itself, its successors or assigns, the right to replat any one (1) or more sites shown on the plat of any said subdivision in order to create a modified building site or sites; and to take such other steps as are reasonably necessary to make such replatted site stable and fit as a building site to include, but not be limited to, the relocation of easements, walkways and right-of-ways to conform to the new boundaries of said replatted sites. The covenants and restrictions specified herein shall apply to each such modified building site or sites so created, and each such site shall be governed by the provisions of the Declaration of Covenants and Restrictions.

Section 2. Code Compliance and Completion. All improvements shall be in compliance with all applicable building and land use codes and be as permitted by governing agencies. When the construction of any improvement is once begun, work thereon shall be prosecuted diligently until the full completion thereof.

Section 3. Building Location. No building shall be located on any site nearer to the front property line, rear property line, side street line, or easement line than the minimum building setback lines specified on any plat or site plan. In any event, except as specifically permitted by the Architectural Review Committee, no building shall be located on any site nearer than ninety (90) feet to a road right-of-way property line, eighty-five (85) feet to the rear property line, 100 feet to any lake lot property line adjacent to Lake Elizabeth, or thirty-five (35) feet to a side property line non-adjacent to a road right-of-way.

For the purposes of this covenant, eaves and steps shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building to be located within thirty (30) feet of another site.

No driveway shall be located nearer than five (5) feet to any interior easement or property line.

Except as otherwise provided herein, no fence of any kind shall be placed or constructed except within the building location area as provided above. All fences shall be fully landscaped and their designs shall be approved by the Committee as indicated herein.

Section 4. Tree Removal or Damage. The owner shall attempt, at all times, during the course of ownership of a site in Rosehill (including any building construction period), to protect against direct or indirect damage to all vegetation and land features not specifically shown to be so affected in Committee approved construction documents. No trees shall be removed without the prior written approval of the Committee.

The Association shall levy the following fines for removal of or damage to trees, and such fines shall be assessed against the owner directly or indirectly responsible for such unauthorized removal or damage:

<u>Tree Type</u>	<u>Tree Size (Measured 30" above existing grade)</u>	<u>Fine</u>
Pines	4" - 6"	\$ 250
Pines	6" - 12"	500
Pines	12" - 24"	1500
Pines	24" & above	3000
Hardwoods	4" - 6"	1000
Hardwoods	6" - 12"	1500
Hardwoods	12" - 24"	3000
Hardwoods	24" - 36"	4000
Hardwoods	36" & above	5000
Flowering Trees	4" - 6"	500
Flowering Trees	6" - 8"	1000
Flowering Trees	8" & above or multi-trunks with minimum diameter 3"	2000

The Association shall levy such fines for any trees removed or damaged without the prior written approval of the Committee unless such damage is caused as a result of the approved construction of improvements to the site in which case the Association may have the option not to impose such fines based on the circumstances involved in such damage.

No vegetation may be removed or damaged if located from within fifty (50) feet of Meridian or Oxbottom Roads, and no land or landscape alterations of any kind may be made to lands within forty (40) feet of a lake lot property line adjacent to Lake Elizabeth except by the Association or as specifically permitted by the Architectural Review Committee.

Section 5. Off-Street Parking. Each site owner shall provide adequate designated space and facilities for parking at least six (6) automobiles off the street and within the boundaries of the building location area. "Adequate space" shall be defined as having minimum dimensions of nine (9) feet in width and twenty (20) feet in depth.

Section 6. Driveway and Walkway Construction. All driveways shall be constructed of concrete, "hot mix" asphalt, or other non-erosive substances, as and if approved by the Committee, and shall have a minimum width of eight (8) feet. Where roadway construction is required to be broken for driveway entrances, it shall be repaired in a neat and orderly fashion and in such a way as to be acceptable to the Committee. All driveways must be constructed in a manner that will not alter the requirements of the drainage system of the development, nor cause erosion of the soils of any lot or common properties, except at the owner's expense and with the approval of the Committee.

Section 7. Garages and Carports. Garages and entrances shall face a property line that is not a road right-of-way including those to be located on a corner lot. (Utility space shall be screened on all sides which are visible from the street.)

Section 8. Sewage Disposal. Individual sewage disposal systems shall be designed, located, constructed, used and maintained in accordance with the requirements, standards, and recommendations of the Leon County Public Health Department, Division of Environmental Health.

Section 9. Water Supply. No individual water supply system of any type shall be permitted on any site.

Section 10. Utility Connections. All house connections for all utilities including, but not limited to, water, sewage,

electricity, telephone and television, shall be run underground from the proper connecting points to the dwelling structure in such manner to be acceptable to the governing utility authority. Exterior radio and television antenna installations must be approved in writing by the Committee. If approved all TV satellite dishes must be screened from the street and other lots and shall be located wholly within the building setback lines. When cable TV service is made available to the subdivision, all private TV systems, including satellite dishes, shall be removed within ninety (90) days at the owner's expense.

Section 11. Lighting. No high intensity discharge lamp or other security light may be erected or maintained within fifty (50) feet of the roadway or within thirty (30) feet of any other lot line, and no light source may be directly visible from outside a lot line.

Section 12. Location of Mechanical Devices. All exterior heating and/or air conditioning compressors or other machinery or electronic devices shall be located within the building set-back lines so as not be visible from the street and in such a manner acceptable to the Committee.

Section 13. Delivery Boxes. The design and location of any mail or paper box or other receptacle for use in the delivery of mail or newspapers or magazines or similar material must be as provided by the Committee. If and when the United States mail service or the newspaper involved shall indicate a willingness to make delivery to wall receptacles attached to the residence, each property owner, on the request of the Committee, shall replace the streetside boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the residence.

Section 14. Existing Structures. All "outbuildings," tenant houses, barns and fences may be removed by Declarant. However, any such structure remaining at the time a lot is sold to a buyer, shall be removed or "improved" with approval of Architectural Review Committee. Specifically, the existing guest house and existing structures on Lot 40 may be "improved" and a main or primary residence may be built on Lot 40 in addition to the guest house.

ARTICLE VIII

USE AND ACTIVITY COVENANTS AND RESTRICTIONS

Section 1. Alteration of Association Owned Lands. No alteration of any kind on any land owned by the Association, including, but not limited to, the removal of vegetation of any type, the disturbance of the ground or the burning of materials shall be permitted except as approved by the Board after recommendation of the Committee. No building or other structure may be located in any common area other than the specific common areas designated as "special common areas" on the recorded plat for such improvements.

Section 2. Use of Common Properties. Non-roadway common properties for the exclusive use of members of the Association, their immediate families, household guests, occupants and accompanied guests. Within these areas, no structure or other material shall be placed or permitted to remain which may change the direction, obstruct or retard the flow of water through drainage channels. No manner of trash or unsightly or offensive material may be situated within twenty-five (25) feet of or on any common property, except by the Declarant and as is temporary and incidental to the bona fide improvement of the area. Members shall be liable to the Association for their

extending the rights of enjoyment or use of the common properties to non-members in violation of these covenants.

Section 3. Boat Use. Use of the lake is restricted to lot owners, their immediate family, and accompanied guests only, (no unaccompanied guest may use the lake with or without the permission of a lot owner) all others shall be considered trespassers and appropriate action taken by the Board to have such persons removed from the premises. The Board shall issue one (1) boat decal per lot and only boats with official decals shall be allowed use of the lake. All boats intended for use on the lake shall be no more than fifteen (15) feet in length and four (4) feet in width; without motors except for electric ones smaller than 1/2 horsepower; and shall be licensed by the Board and designated by reflective decals approximately 3-inches high comprised of a unique 4-character sequence to be affixed on both sides of the bow of the boat. Should the Board determine that it is in the interests of conserving the natural resources of the common properties or of maintaining or enhancing the aesthetic value of the property, then boating rights may be further restricted. Boats shall be maintained and operated at all times in a safe manner according to the safety rules established by the U.S. Coast Guard. In an effort to minimize the adverse aesthetic and ecological impacts of boat launching and storage, all members shall have specific locations at which to launch and store their boats at a facility provided for such purposes, except that owners of lake lots may launch and store their boats directly from and on their respective properties.

Section 4. Overnight Storage. Except as specifically permitted by the Board by way of its promulgated rules and provided for at designated storage or dock facilities (see Exhibit "B"), nothing of any kind, including, but not limited to, boats, recreational equipment, and trash, may be stored or left overnight within a lakefront or pondfront common property or within forty (40) feet of such property.

Section 5. Migratory Waterfowl. The use of boats shall not be allowed within such seasonal time periods as may be reasonably declared by the Board for the purposes of maintaining migratory waterfowl on the property. Notice of these restricted periods shall be given to the members by the Board in an appropriate manner.

Section 6. Swimming. No swimming shall be permitted in any streams, lakes or ponds. Neither the Declarant nor the Rosehill Homeowners' Association, Inc. assumes any responsibility for any personal injury or property damage resulting from use of the water in the streams, lakes, or ponds.

Section 7. Off-Road Vehicle Use. No motorized vehicle of any type shall be used or located off a road, driveway or parking area. No unlicensed motor vehicles of any kind, including but not limited to dirt bikes, 3 or 4 wheel all terrain vehicles and go-carts or similar vehicles, may be used on or off the road anywhere in Rosehill.

Section 8. Firearms. No hunting, trapping (except fishing) or shooting of any kind including, but not limited to, guns, rifles, shotguns, pellet guns, BB guns, slingshots, bow and arrows, etc. shall be allowed anywhere on the property.

Section 9. Fishing. Applicable county and state regulations regarding fishing methods and limits applicable to public lakes must be observed as if in full force and effect.

Section 10. Storage of Vehicles, Boats, Trailers and Recreational Vehicles. No vehicle, boat, trailer or

recreational vehicle may be parked or stored on any street or on any lot except upon a location within the building set-back lines.

Section 11. Temporary Structures. No trailer, recreational vehicle, tent, or structure of a temporary character shall be used at any time as a residence, either temporarily or permanently.

Section 12. Permitted Pets. Pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided that they are not allowed to wander or roam freely about the neighborhood, or create or become a nuisance to any lot owner. No livestock or poultry of any kind shall be raised, bred or kept on any site, except that any single parcel containing three (3) or more acres may have one (1) horse for each three (3) acres in such parcel, provided they are not kept, bred or maintained for any commercial purpose. Any permitted pet must be leashed or under the direct control of its owner when it is on any property other than upon its owner's lot or as a guest on another's lot.

Section 13. Signs. No sign or billboard of any kind (for sale, rental, open house, garage sale, etc.) shall be displayed to the public view on any portion of the property except that one sign of customary and reasonable dimension, specifically approved by the Committee, may be located on the owner's lot. Signs used by Declarant or the Association, its business successors or assigns to advertise are permitted.

Section 14. Garbage Disposal. All rubbish, trash and garbage shall be regularly removed from the property and shall not be allowed to accumulate thereon, except for vegetative matter used for composting which must be stored within the building set-back lines. All trash, garbage and other waste shall be kept in sanitary containers which shall not be visible from the street.

Section 15. Fireworks and Burning. No fireworks or burning of any kind shall be allowed except by the Board in the performance of its duties and as properly permitted for the disposal of debris. No burning of any kind shall be allowed unless a burning permit has been obtained by the owner from the appropriate governmental agency.

Section 16. Exterior Maintenance of Houses and Other Areas. Each homeowner shall maintain the exterior of his house, as well as all landscaping visible from the street.

Section 17. 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 site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected or maintained for any commercial purpose.

Section 18. Nuisances. No noxious or offensive activities shall be carried on in, upon or around any part of the property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to any of the members which shall in any way interfere with the quiet enjoyment of any of the property or which shall in any way increase the rate of insurance for the property.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

"DECLARANT"

ROSEHILL PARTNERSHIP, a Florida general partnership

BY: ANDREW JACKSON STATE SAVINGS AND LOAN ASSOCIATION, General Partner

[Handwritten signature]

BY: *[Handwritten signature]*
ROGER C. SMITH, President



AND

BY: THE FOX GROUP, LTD., General Partner

[Handwritten signature]
[Handwritten signature]

BY: *[Handwritten signature]*
R. BROOKE FOX, General Partner

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 16th day of September, 1987, by Roger C. Smith as President of Andrew Jackson State Savings and Loan Association, a Florida corporation, as General Partner of Rosehill Partnership, a Florida general partnership, on behalf of the corporation.

[Handwritten signature]
NOTARY PUBLIC
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 15, 1989
BONDED THRU GENERAL INS. UND.



PARISH ORLEANS
NOTARY PUBLIC OF LOUISIANA

The foregoing instrument was acknowledged before me this 15th day of September, 1987, by R. Brooke Fox as General Partner of The Fox Group, Ltd., a Florida limited partnership, as General Partner of Rosehill Partnership, a Florida general partnership, on behalf of The Fox Group, Ltd.

[Handwritten signature]
NOTARY PUBLIC
My Commission Expires:


STEVEN O. MEDO, JR.
Enrolled Notary Public, State of Louisiana, Commission Expires
My Commission Expires:


JOINDER OF MORTGAGEE


OR1283PC1678

The undersigned, as owner and holder of that certain mortgage recorded October 30, 1986 in ORB 1231, P. 1463 of the Public Records of Leon County, Florida encumbering the property described in this Declaration, does hereby join in, consent to and affirm the adoption and effectiveness of said Declaration and to covenant and affirm that said Declaration is deemed superior to the lein of its mortgage.

BY: ANDREW JACKSON STATE SAVINGS
AND LOAN ASSOCIATION,





BY: 
ROGER C. SMITH, President



STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 16th day of September 1987, by Roger C. Smith as President of Andrew Jackson State Savings and Loan Association, a Florida corporation, on behalf of the corporation.



NOTARY PUBLIC
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 16, 1988
BONDED THRU GENERAL INS. UNO.



0R128361679

TRACT I

The South one-half of Section 30, in Township 2 North, Range 1 East, less a tract of land in the Southwest corner of said section, containing 3 acres, more or less, described as commencing at the Southwest corner of said Section 30, thence running East 5.50 chains, thence North 5.50 chains, thence West 5.50 chains, thence South 5.50 chains to the POINT OF BEGINNING, according to a deed of said 3 acres recorded in Deed Book 7, on Page 79 thereof, of the Public Records in the Office of the Clerk of the Circuit Court of Leon County, Florida; said tract of land above described containing approximately 317 acres, more or less.

TRACT II

From the Southwest corner of Section 30, Township 2 North, Range 1 East, run North along the section line 2640 feet to a concrete monument, which is the POINT OF BEGINNING; from said POINT OF BEGINNING run East 4166 feet to a post, thence run North 52 degrees West 778.8 feet to a stake, thence run West 1912.7 feet to a stake, thence run South 467 feet to a stake, thence run West 1656 feet to a stake, thence run South 33 feet to the POINT OF BEGINNING, containing 26.6 acres, more or less, and lying and being in the North half of Section 30, Township 2 North, Range 1 East.

TRACT III

Begin at the Southeast corner of the North one-half of Section 30, Township 2 North, Range 1 East, and run thence North 1620 feet, thence North 89 degrees 32 minutes West 5306.5 feet to a point on the West boundary of said Section 30, thence South 1629 feet to a point 33 feet North of the Southwest corner of the north one-half of said Section 30, thence East, parallel to the South boundary of the North one-half of said Section 30 a distance of 1656 feet to a concrete monument, thence North 467 feet to a concrete monument, thence East 1912.7 feet to a concrete monument, thence South 52 degrees East 778.8 feet to a concrete monument on the South boundary of the North one-half of said Section 30, thence East 1100 feet to the POINT OF BEGINNING, containing 173.36 acres, more or less.

ALSO:

Commence at the Southwest corner of the North half of the Southwest Quarter of Section 29, Township 2 North, Range 1 East, and run thence North 2,881.5 feet to the South side of Ox Bottom Road, thence run East along the South right-of-way line of Ox Bottom Road 630 feet, thence run South 2,881.5 feet, thence West 630 feet to the POINT OF BEGINNING, containing 40.6 acres, more or less.

EXHIBIT "B"

OR1283PG1680

Master Plan and Plat to be recorded in the Public Records
of Leon County, Florida.

UNOFFICIAL DOCUMENT



UNOFFICIAL DOCUMENT

EXHIBIT "C"
ARTICLES OF INCORPORATION

OF

ROSEHILL PROPERTY OWNERS' ASSOCIATION, INC.
A Florida Corporation Not for Profit

OR128361681

Pursuant to the provisions of Chapter 617, Florida Statutes, the undersigned, all of whom are residents of Leon County, Florida, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit.

ARTICLE I

NAME

The name of this corporation is ROSEHILL PROPERTY OWNERS' ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," these articles of incorporation as the "Articles" and the by-laws of the association as the "By-Laws."

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association is located at 217 John Knox Road, Tallahassee, Florida 32303.

ARTICLE III

TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE IV

PURPOSE AND POWERS

A. Purpose. This Association does not contemplate pecuniary gain or profit to the members thereof. The specific

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

purposes for which it is formed are: (1) to provide for perpetual maintenance and preservation of the common areas and of the roadways described in the Declaration of Covenants, and Restrictions; (2) to provide for perpetual maintenance of utility, drainage and other easements and of the storm water drainage system; (3) to provide for the operation of any common utilities; (4) to enforce restrictive covenants and restrictions; (5) to exercise architectural review over residential lots; all in connection with the Rosehill Sub-division located in Leon County, Florida; and (6) to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association.

B. Powers. To carry out its purposes, the corporation shall have the power to:

(1) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain document entitled "Declaration of Covenants and Restrictions of Rosehill", hereinafter called the "Declaration," applicable to the property and recorded or to be recorded in the Office of Clerk of Circuit Court of Leon County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(2) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

(3) Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell,

lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;

(4) Borrow money, and with the consent of two-thirds (2/3) of the members in good standing, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(5) Dedicate, sell, or transfer all or any part of the roadway, common area, common utilities or easements 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 has been signed by two-thirds (2/3) of the members in good standing, agreeing to such dedication, sale or transfer;

(6) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and common area, provided that any such merger, consolidation, or annexation shall have the assent of two-thirds (2/3) of the members in good standing; and

(7) Have and to exercise any and all powers, rights and privileges which a non-profit corporation organized under the law of the State of Florida may by law now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP AND NONSTOCK BASIS

A. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot within the property described in Article IV including contract sellers, shall be a member of the Association. The foregoing is not

intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Each owner designated in a deed or other instrument establishing title duly recorded in the Public Records of Leon County, Florida, shall automatically become a member upon delivery to the Association of a copy of such instrument and receipt of a written acknowledgment of said delivery signed by the President or Secretary. Membership in this Association may be transferred only as an incident to the transfer of the transferor's interest in any lot. Transfers of membership shall be made only on the books of the Association, and notice of each transfer shall be given in writing as set forth above.

B. Nonstock Basis. The Association is organized upon a nonstock basis and shall not issue shares of stock. Membership in the Association shall be evidenced by a certificate of membership issued to each lot owner.

ARTICLE VI

INITIAL REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of this corporation is 217 John Knox Road, Tallahassee, Florida 32303, and the name of the initial registered agent of this corporation at that address is Edgar M. Moore.

ARTICLE VII

INITIAL BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors, elected by the members of the Association. Persons elected to the Board need not be members of the Association. The number of persons constituting the initial Board of Directors shall be three (3) and their names and address are as follows:

R. Brooke Fox	217 John Knox Road Tallahassee, FL 32303
A. L. Buford, Jr.	217 John Knox Road Tallahassee, FL 32303
Edgar M. Moore	217 John Knox Road Tallahassee, FL 32303

Each person named as a member of the initial Board shall hold office until the first annual meeting of the Association and until his successor shall have been elected and qualified or until his earlier resignation, removal from office or death. The number of directors may be increased or diminished from time to time by amendment to the By-Laws, but shall never be less than three (3) nor more than seven (7). At the first annual meeting the members, subject to the provisions of Article V, Section 4 of the Declaration of Covenants and Restrictions of Rosehill, shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years, and one (1) director for a term of three (3) years. At each annual meeting thereafter the members shall elect at least one (1) director for a term of three (3) years.

The Board of Directors shall be subject to the terms and provisions of the Declaration of Covenants and Restrictions of Rosehill, recorded or to be recorded in the Public Records of Leon County, Florida; and said Board of Directors shall have and exercise all authority set forth in said Declaration; provided, however, anything contained in said Declaration to

the contrary notwithstanding, the initial property owners' assessment which is to be levied by the Board of Directors on January 1, 1988 shall be established by the Board at its initial meeting and then submitted to a vote of the membership of the Association and shall not be effective unless and until a majority of the membership has approved same.

ARTICLE VIII

OFFICERS

The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer. Such other officers, assistant officers and agents as may be deemed necessary may be appointed by the Board of Directors from time to time.

The names of the persons who are to serve as officers of the Association until the first annual meeting of the Board are as follows:

President	A. L. Buford, Jr.
Vice President	R. Brooke Fox
Secretary	Edgar M. Moore
Treasurer	Roger C. Smith

The officers shall be appointed by the Board or as provided in the By-Laws, and each shall serve until his successor is chosen and qualified, or until his earlier resignation, disqualification, removal from office or death. The officers shall have such duties, responsibilities, and powers as provided in the By-Laws and the Florida Statutes.

ARTICLE IX

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BY-LAWS

The initial Board shall adopt By-Laws for the Association at their organizational meeting, after the approval of these Articles of Incorporation by the Secretary of State. Any amendment to the By-Laws shall be proposed by the Board to the members in writing at least ten (10) days prior to a regular or special meeting of the membership at which they will be voted upon. Any amendment shall require the approval of two-thirds (2/3) of the members in good standing present in person or by proxy.

ARTICLE X

AMENDMENTS

Amendment of these Articles shall require the approval of two-thirds (2/3) of the total number of members in good standing. Amendments to the Articles shall be proposed by the Board to the membership at a regular or a special meeting called for that purpose. Proposed amendments shall be submitted in writing to the members at least thirty (30) days prior to the meeting at which they shall be voted upon.

ARTICLE XI

VOTING RIGHTS

The Association shall have one (1) class of voting membership consisting of all the owners of lots within the property described in Article IV above and any additional property that comes within the jurisdiction of the Association. All owners shall be entitled to one (1) vote for each lot owned so long as the owner is a member in good standing with the Association at the time of such vote. When more than one (1) 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 (1) vote be cast

with respect to any lot. All voting rights shall reside with declarant (as identified in the Declaration), for a period of two (2) years or until Declarant or a related business entity has conveyed title to all lots within the property, whichever event first occurs, except as provided in the Declaration.

Voting rights shall be suspended for any lot owner who is delinquent in the payment of any regular or special lot assessment imposed by the Association or who is in violation of any of the terms, conditions, or covenants of the Declaration or is in violation of any of the rules promulgated by the Board.

In addition to the requirement of an affirmative vote of the membership as a whole, any vote to amend, alter, modify or delete any terms or conditions of the Declaration as they relate to Lakes Elizabeth and Jane or to any Lake Lots shall also require the concurrence of at least two-thirds (2/3) of the members in good standing owning the Lake Lots to be affected by such change or modification.

ARTICLE XII

INCORPORATORS

The names and addresses of the incorporators to these Articles are as follows:

R. Brooke Fox

217 John Knox Road
Tallahassee, FL 32303

A. L. Buford, Jr.

217 John Knox Road
Tallahassee, FL 32303

Edgar M. Moore

217 John Knox Road
Tallahassee, FL 32303

ARTICLE XIII

DISSOLUTION

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 non-profit corporation, association, trust or other organization organized and operated for such similar purposes.

IN WITNESS WHEREOF, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 16th day of September, 1987.

INCORPORATORS:

R Brooke Fox
 R. BROOKE FOX
A. L. Buford, Jr.
 A. L. BUFORD, JR.
Edgar M. Moore
 EDGAR M. MOORE

STATE OF FLORIDA)
 COUNTY OF LEON)

The foregoing Articles of Incorporation were acknowledged before me, this 16th day of September, 1987, by A. L. Buford, Jr. and Edgar M. Moore.

E. Latulle Hobby
 NOTARY PUBLIC
 My commission expires:

Notary Public, State of Florida
 My Commission Expires: Feb. 22, 1989
Does not expire until next meeting.

STATE OF LOUISIANA)
 PARRISH OF ORLEANS)

The foregoing Articles of Incorporation were acknowledged before me, this 15th day of September, 1987, by R. Brooke Fox.

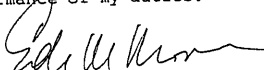
Steven O. Medo, Jr.
 NOTARY PUBLIC
 My commission expires: WITH MY DEATH

STEVEN O. MEDO, JR.
 Embossed hereon is my Orleans Parish
 State of Louisiana Public Seal
 My Commission is issued for life.

ACCEPTANCE OF REGISTERED AGENT

DR128361690

Having been named as registered agent to accept service of process for Rosehill Property Owners' Association, Inc., a Florida corporation not for profit, at the place designated in these Articles, I agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the property and complete performance of my duties.



EDGAR M. MOORE



BY-LAWS OF
ROSEHILL PROPERTY OWNERS' ASSOCIATION, INC.

0A1283PC1691

ARTICLE I

IDENTITY

A. Name and Location. The name of the corporation is ROSEHILL PROPERTY OWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 217 John Knox Road, Tallahassee, Florida, but meetings of members and directors may be held at such places within the State of Florida, County of Leon, as may be designated by the Board of Directors.

B. Fiscal Year. The fiscal year of the Association shall be the calendar year.

C. Seal. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "corporation not for profit" and the year of incorporation.

ARTICLE II

DEFINITIONS

A. "Association" shall mean and refer to Rosehill Property Owners' Association, Inc., a Florida not-for-profit corporation.

B. "Board of Directors" shall mean the duly elected and acting Board of Directors of the Rosehill Homeowners' Association, Inc., a Florida non-profit corporation, established to provide for maintenance of the roadways and other common properties, and enforcement of these by-laws.

C. "By-Laws" shall mean and refer to these by-laws. "Articles" shall mean and refer to the articles of incorporation of the Association.

D. "Common Area" shall mean all real property (including the improvements thereon) owned by the Association, if any, for the common use and enjoyment of the owners.

E. "Declarant" shall mean and refer to Rosehill Partners, a Florida general partnership, their successors, and assigns.

F. "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions of Rosehill recorded or to be recorded in the Office of the Clerk of the Circuit Court of Leon County, Florida.

G. "Immediate Family" shall mean the owner, spouse, children, parents and grandchildren only.

H. "Improvements" shall mean and include structures and construction of any kind, whether above or below the land surface, such as, but not limited to, buildings, outbuildings, water lines, sewers, electrical and gas distribution facilities, loading areas, parking areas, walkways, wells, fences, hedges, mass plantings, entrance ways or gates and signs, or any landscape, vegetation or topographic alteration.

I. "Lake Lot" shall mean and refer to the following lots shown on the recorded plat or map of Rosehill which front on

Lake Elizabeth and Lake Jane: Lots 87 thru 94, 18 thru 21, 34, 35, 38, 39 and 45 thru 65.

J. "Living Area" shall mean and refer to those heated and/or air conditioned areas which are completely finished as living areas and which shall not include garages, carports, porches, patios, or storage areas.

K. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article V, Section 3, hereof.

L. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any lot or lake lot (hereinafter called "lot", "lake lot", or "pond lot"), which is located in Rosehill, a subdivision located in Leon County, Florida, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

M. "Pond Lot" shall mean and refer to the following lots shown on the recorded plat or map or Rosehill which front on Woods Pond: Lots 22, 23, 32 and 33.

N. "Site" or "Lot" shall mean a portion or contiguous portions of said property, which accommodate a single use or related uses under single control, with the exception of Common Properties as heretofore defined. After improvement to the site providing for residential use, "site" shall mean each residential living unit and its adjoining property.

O. "Special Common Area" shall mean and refer to those specific parcels of Common Property which are so designated on the recorded plat or map of Rosehill. These parcels are the only Common Properties which can be improved or built upon by the Association.

P. "Rosehill" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be conveyed to or brought within the jurisdiction of the Association.

ARTICLE III

PROXIES, ACTIONS SPECIFICALLY REQUIRING OWNERS VOTES AND SECRET BALLOTS

A. Proxies; Powers of Attorney. Votes at any meeting of the members may be cast in person or by proxy. Each proxy shall set forth specifically the name of the person voting by proxy and the name of the person authorized to vote the proxy for him. Each proxy shall contain the date, time and place of the meeting for which the proxy is given. If the proxy is a limited proxy, it shall set forth those items that the holder of the proxy may vote and the manner in which the vote is to be cast. The proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings. No proxy shall be valid for a period longer than sixty (60) days after the date of the first meeting for which it was given, and it may be revoked at any time at the pleasure of the member executing it. The proxy shall be signed by the owner or owners (if more than one) or by the President, Vice President or partner of a corporation or partnership or other person designated in a written certificate filed with the Secretary of the Association and signed by a President or Vice President of a corporation, or a partner of a partnership, or the duly authorized

attorney in fact of that person or persons (provided the power of attorney is filed with the Secretary of the Association). The proxy shall be filed with the Secretary before or at the meeting for which the proxy is given. One holding a power of attorney from an owner, properly executed and granting such authority, may vote that unit.

B. Actions Specifically Requiring Owner Votes. The following actions require approval by the member and may not be taken by the board of directors acting alone:

1. Amendments to the Declaration.
2. Amendments to these By-Laws.
3. Other matters contained in the Declaration, the Articles or these By-Laws that specifically require a vote of the members.

C. Secret Ballots. If at any meeting of members, one-third (1/3) of the members request a secret ballot for a vote on a particular issue, then the vote shall be by secret ballot.

ARTICLE IV

MEETINGS OF MEMBERS

A. Annual Meeting. The annual meeting of the members shall be held on the date and at the place and time as determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and no later than thirteen (13) months after the last annual meeting. The purpose of the meeting shall be to elect directors and to transact any other business authorized to be transacted by the members.

B. Special Meetings. Special meetings of the members shall be held at such places as provided for annual meetings and may be called by the President or by a majority of the Board of Directors of the Association, and may be called by the President or Secretary on receipt of a written request from at least ten percent (10%) of the members of the Association entitled to vote at the meeting. Requests for a meeting by the members shall state the purpose for the meeting and business conducted at any special meeting shall be limited to the matters stated in the notice for it.

C. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fourteen (14) days and not more than sixty (60) 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 notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

D. Quorum. The presence at the meeting of members or proxies of such members constituting a majority of the votes of the members in good standing shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented 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 as aforesaid shall be present or be represented. The time and place to which the meeting is adjourned shall be announced at the meeting at which the adjournment is taken and a notice shall be posted in a conspicuous place on Rosehill property as soon thereafter as may be practical stating the time and place to which the meeting is adjourned.

E. Mail Notices. Any notice required to be sent by mail to any member under the provisions of the Declaration or these By-Laws shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as member on the records of the Association at the time of such mailing. The post office certificate of mailing shall be retained as proof of the mailing.

F. Waiver of Notice. Members may waive their right to receive notice of any meeting, whether annual or special, by a writing signed by them to that effect. The waiver shall be filed with the secretary of the Association either before, or after the meeting for which the waiver is given.

G. Action by Members Without a Meeting. Members may take action by written agreement without a meeting, as long as written notice is given to the members in the manner prescribed elsewhere in the Declaration or these By-Laws appropriate to the subject matter to be agreed on, unless that notice is waived as provided in these By-Laws. Subject to the Declaration, the Articles or these By-Laws, the decision, evidenced by a written response solicited in the notice, shall be binding on the membership, provided a quorum submits a response. The notice shall set forth a time period within which responses must be made by the members.

H. Minutes of Meetings. The minutes of all meetings of members shall be kept in a book available for inspection by members or their authorized representatives, and board members at any reasonable time. The minutes shall be retained by the Association for a period of not less than seven (7) years. Members and their authorized representatives shall have the right to make handwritten notations from the minutes.

ARTICLE V

DIRECTORS

A. Number and Qualifications. The affairs of the Association shall be managed by an initial board of three (3) directors to be elected by a vote of the owners as set forth in Article V, Section 4 of the Declaration. Persons elected to the Board need not be members of the Association.

B. Term of Office. At the first annual meeting the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years, and one (1) director for a term of three (3) years; and at each annual meeting thereafter the members shall elect at least one (1) director for a term of three (3) years.

C. Vacancies. Except as to vacancies resulting from removal of directors by members (see "D" below) and except as to vacancies created by the resignation of directors (see "E" below), vacancies in the Board of Directors occurring between annual meetings of members shall be filled by majority vote of the remaining directors. Any director elected to fill a vacancy

shall hold office only until the next election of directors by the members, irrespective of the length of the remaining term of the vacating director. The director elected by the members to succeed such appointed director shall serve for such term as will restore the schedule of staggered terms disturbed by the vacancy.

D. Removal. Any director may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of all members. A special meeting of the members to recall a member or members of the Board of Directors may be called for by ten percent (10%) of the members giving notice of the meeting as required under Article IV, Section 5. The notice shall state the purpose of the meeting. Any vacancy on the Board of Directors thus created shall be filled by the members of the Association at the same meeting. If more than one director is subject to recall, there shall be a separate vote on the question to remove each director.

E. Disqualification and Resignation. Any director may resign at any time by sending or personally delivering a written notice of resignation to the Association, addressed to the secretary. The resignation shall take effect on receipt by the secretary, unless it states differently. Any Board member who is absent from more than three (3) consecutive regular meetings of the Board, unless excused by resolution of the Board, shall be deemed to have resigned from the Board of Directors automatically, effective when accepted by the Board. Any Board member more than thirty (30) days delinquent in the payment of an assessment or an installment thereon shall be deemed to have resigned from the Board, effective when the resignation is accepted by the Board of Directors.

F. 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.

G. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

A. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association who may or may not be Board members. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members.

B. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members

in good standing or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII

MEETINGS OF DIRECTORS

A. Organizational Meeting. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at a place and time that shall be fixed by the directors at the meeting at which they were elected and without further notice.

B. Regular Meetings. The Board of Directors may establish a schedule of regular meetings to be held at a time and place as a majority of them shall determine from time to time. Notice of regular meetings, however, shall be given to each director personally or by mail, telephone or telegraph, at least fourteen (14) days before the day named for the meeting with the notice of each meeting posted conspicuously on the Roseshill property at least forty-eight (48) hours before the meeting, except in an emergency.

C. Special Meetings. Special meetings of the Board of Directors may be called by the President and, in his absence, by the Vice President, and must be called by the Secretary at the written request of two (2) or more directors. The notice shall state the time, place and purpose of the meeting and shall be transmitted not less than three (3) days before the meeting.

D. Annual Budget Meetings. An Annual Budget Meeting shall be held during the last month for each accounting year or at such time as the Board shall direct for the purpose of adopting an annual budget for the Association for the coming accounting year. Written notice stating the place, day and hour of the meeting shall be delivered personally or by registered or certified mail to each director at his address as it appears on the books of the Association no more than forty (40) days nor less than thirty (30) days before the meeting. Notice shall be given each member pursuant to Section E of Article VII below.

E. Notice. Any notice required to be sent by mail to any director under the provision of these By-Laws shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as director on the records of the Association at the time of such mailing. The post office certificate of mailing shall be retained as proof of mailing.

F. Waiver of Notice. Any director may waive notice of a meeting before, at or after the meeting and that waiver shall be deemed equivalent to the giving of notice. Attendance by any director at a meeting shall constitute a waiver of notice of the meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

G. Quorum. A quorum at the meetings of the directors shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board

of Directors, except when approval by a greater number of directors is required by the Declaration, the Articles or these By-Laws.

H. Adjourned Meetings. If there is less than a quorum present at any meeting of the Board of Directors, the majority of those present may adjourn the meeting until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

I. Joinder in Meeting by Approval of Minutes. A director may join in the action of a meeting by signing and concurring in the minutes of that meeting. That concurrence, however, shall not constitute the presence of that director for the purpose of determining a quorum.

J. Meetings Open to Members. Meetings of the Board of Directors shall be open to all members to attend and observe. No member, however, shall be entitled to participate in the meeting unless specifically invited to do so by the Board. Notice of any meeting in which assessments against owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and set out the nature of the assessments.

K. Presiding Officer. The presiding officer at Board meetings shall be the President or, in his absence, the Vice President, and in his absence, the directors present shall designate any one of their number to preside.

L. Minutes of Meeting. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by members or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. Members and their authorized representatives shall have the right to make written notations from the minutes.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

A. Powers. The Board of Directors shall have power to:

(1) Adopt and publish rules and regulations governing the use of the common area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof; such rules and regulations shall require the assent of at least two-thirds (2/3) of the directors present to be implemented and any such rule or regulation effecting any lake or pond, in addition to the above director approval, shall also require the assent of at least two-thirds (2/3) of the lake or pond lot owners who shall be affected by such rule or regulation.

(2) Suspend the voting rights and right to the use of any recreational facilities that may be acquired by the Association, of a member during any period in which such member shall be 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 sixty (60) days for infraction of published rules and regulations;

(3) Exercise for the Association all powers, duties and authority vested in or delegated to this Association By-Laws, the Articles of Incorporation, or the Declaration;

(4) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(5) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(6) Pay taxes or assessments against the common areas and facilities or Association property;

(7) Pay costs of utilities services rendered to the Association property;

(8) Hire personnel as necessary for the maintenance and operation of the Association property and may retain those professional services that are required for those purposes;

(9) Repair or reconstruct improvements after casualties; and

(10) Authorize labor performed on or materials furnished to the common areas and facilities, which may be the basis for the filing of a lien against all property in the proportions for which the owners are liable for common expenses.

B. Duties. It shall be the duty of the Board of Directors to:

(1) Maintain, manage and operate the Rosehill property owned or controlled by the Association;

(2) Cause to be kept a complete record of all its acts and corporate affairs; and

(3) Supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed.

(4) As more fully provided in the Declaration,

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

(b) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(c) 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.

(5) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(6) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

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

(8) Provide for maintenance of the roadway, perimeter fence, storm water drainage system, the easement providing access to the property, utility, drainage and other easements and any common areas or easements appurtenant to the property or conveyed to the Association;

(9) Provide for the operation, maintenance and repair of any common areas and facilities;

(10) Enforce the restrictive covenants contained in the Declaration; and

(11) Furnish upon request a certificate showing the amount and status of unpaid assessments to the owner, mortgagee or other record lienholder regarding a specific lot.

ARTICLE IX

OFFICERS AND THEIR DUTIES

A. Executive Officers. The executive officers of the Association shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer, a Secretary and an Assistant Secretary.

B. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

C. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

D. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

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

F. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

G. Multiple Offices. A person may hold more than one office except that the President may not also be the Secretary or Assistant Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office.

H. Duties. The duties of the officers are as follows:

(1) President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that usually are vested in the office of President of an association, including, but not limited to, the power to appoint committees from among the members to assist in the conduct of the affairs of the Association as he, in his discretion, may determine appropriate. He shall preside at all meetings of the Board.

(2) Vice President. The Vice President shall exercise the power and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise those other powers and perform those other duties as shall be prescribed by the directors.

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

(4) Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a treasurer's report to the Board at reasonable intervals and shall perform all other duties incident to the office of Treasurer. All money and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board in accordance with the Declaration.

ARTICLE X

COMMITTEES

The Board of Directors shall appoint a Nominating Committee, as provided in these By-Laws, and may within its discretion appoint an Architectural Review Committee, as provided in the Declaration. The Board shall exercise the function of an Architectural Review Committee if it does not appoint such a committee. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI

BOOKS AND RECORDS

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation, and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII

DR128301701

RULES AND REGULATIONS

1. Board May Adopt. The Board of Directors may adopt and amend, from time to time, reasonable rules and regulations governing the details of the use, operation and maintenance of the common areas and facilities of the Association.

2. Posting and Furnishing Copies. A copy of the rules and regulations adopted from time to time by the Board of Directors, and any amendments to existing rules and regulations shall be furnished to each property owner. No rule, regulation or amendment shall become effective until thirty (30) days after posting, except in the case of an emergency, in which case the rule, regulation or amendment shall become effective immediately on posting.

3. Enforcement. The Board of Directors shall have the authority to enforce the rules and regulations by imposing fines and penalties and/or by instituting civil court actions as it deems necessary.

ARTICLE XIII

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. 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/her lot.

ARTICLE XIV

RESTRICTIONS ON AND REQUIREMENTS FOR
USE AND MAINTENANCE OF THE ASSOCIATION PROPERTY

Where Contained. Restrictions on the use and maintenance of the individual property shall be as stated in the Declaration and no amendments or additions shall be contained elsewhere than in the Declaration as adopted by a vote of the property owners in the manner prescribed in the Declaration.

ARTICLE XV

INDEMNIFICATION

Every officer and director of the Association shall be indemnified by the Association against all expenses and liabilities, including reasonable attorney's fees incurred and imposed in connection with any proceedings to which he may be a party, or in which he may become involved by reason of his being

or having been an officer or director of the Association, whether or not he is an officer or director at the time the expenses are incurred. The officer or director shall not be indemnified if he is adjudged guilty of gross negligence or willful misconduct or shall have breached his fiduciary duty to the members of the Association. The Association shall not be liable, however, for payment of a voluntary settlement unless it is first approved by the Board of Directors. The foregoing rights shall be in addition to and not exclusive of all other rights to which the director or officer may be entitled.

ARTICLE XVI

DEFECTIVE DOCUMENTS, CURATIVE PROVISIONS

The Association or a property owner may petition the circuit court having jurisdiction in the county in which the property is situated to correct an error or omission in the Declaration or any other document required to establish Rosehill affecting its valid existence, and which errors or omissions are not correctable by the amendment procedures in the Declaration.

ARTICLE XVII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: CORPORATION NOT FOR PROFIT.

ARTICLE XVIII

AMENDMENTS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.
2. Proposal of Amendments. An amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association.
3. Adoption of Amendments. The amendment shall be adopted if it is approved by not less than two-thirds (2/3) of the members in good standing of the Association.
4. Effective Date. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws. The certificate shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are filed in the minute book for members' meetings.
5. Format. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding

the proposed amendment saying "SUBSTANTIAL REWORDING OF BY-LAWS. SEE BY-LAW ARTICLE _____ FOR PRESENT TEXT."

6. Conflict. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control, and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.


7. Consistent With Other Laws. These By-Laws shall be deemed amended in those particulars as may be required to make them consistent with any federal, state or local law or ordinance.


ARTICLE XIX


CONSTRUCTION

Whenever the context permits or requires, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, we, being all of the Directors of Rosehill Property Owners' Association, Inc., have hereunto set our hands this 26th day of September, 1987.


 R. BROOKE FOX


 A. L. BYFORD, JR.


 EDGAR M. MOORE


CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of Rosehill Property Owners' Association, Inc., a Florida non-profit corporation; and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 26th day of September, 1987.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 26th day of September, 1987.


 Secretary

(SEAL)

Rosehill Property Owners' Association

SUBMISSION REQUIREMENTS, CHECKLIST & REVIEW FORM

In order to be considered for and receive review approval, the following completed form must be submitted in duplicate with proposed schematic and construction document proposals to the Architectural Review Committee in duplicate (see Art. VI, Section 3, for further details):

Property address: _____	(For Use by the Committee
Schematic & Construction Submissions:	Comments:
1. Survey & topo by registered Florida surveyor	_____
2. Plans - site, landscape - foundation - floor - roof	_____ _____ _____
3. Elevations, all sides	_____ _____ _____
4. Stake out of improvements on lot	_____ _____ _____
5. Improvement Review Form	_____ _____ _____
Construction Submissions, in addition to the above:	
6. Building Sections	_____ _____ _____
7. Construction details	_____ _____ _____
8. Contract Specifications	_____ _____ _____
9. All drawings and specs shall be sealed by a registered Florida architect or engineer	_____ _____ _____
10. Material Samples	_____ _____ _____
11. Copy of septic tank permit & requirements	_____ _____ _____
12. Construction Application Agreement	_____ _____ _____
Submission Received Date _____	Additional Comments
Submission Complete _____	_____
Incomplete _____	_____
Committee Evaluation _____	_____
Approve _____	_____
Disapprove _____	_____
Owner Notification Date _____	_____

ARCHITECTURAL REVIEW

IMPROVEMENT INFORMATION FORM

In order to be considered for and receive review approval, the following completed form must be submitted in duplicate with proposed schematic and construction document proposals to the Architectural Review Committee (see Art. VI, Section 3, for further details):

____ Schematic Submission
 ____ Construction Submission

EXTERIOR DESCRIPTION

(Material, color, etc.)

GENERAL INFORMATION____
Address of Construction____
Walls____
Owner____
Doors____
Garage Doors____
Address____
Windows____
Telephone____
Trim____
Architect or Engineer____
Foundation____
Address____
Roofing____
Telephone____
Fences____
Contractor____
Paving____
Address____
Other____
TelephoneSQUARE FOOTAGES

Living Area _____

Garage-Carport _____

Other _____

Screened Porch _____

Decks, Patios _____

Total _____

I HAVE READ THE ROSEHILL PROTECTIVE COVENANTS & RESTRICTIONS & REGULATIONS FOR CONSTRUCTION AND AGREE THAT THE ABOVE REFERENCED CONSTRUCTION WILL BE COMPLETED IN ACCORDANCE WITH SAID COVENANTS, RESTRICTIONS AND REGULATIONS.

DATE: _____

OWNER: _____

ARCHITECTURAL REVIEW

CONSTRUCTION APPLICATION AGREEMENT

OR 1283fc 1706

In order to be considered for and receive review approval, the following completed form must be submitted in duplicate with the construction document proposals to the Architectural Review Committee (see Art. VI, Section 3, for further details):

CONTRACTOR:

OWNER:

License Number _____

Name _____

Name _____

Address _____

Address _____

Phone Number _____

Phone Number _____

CONSTRUCTION LOCATION: _____

TYPE OF CONSTRUCTION:

_____ New Construction

_____ Renovation or Sitework

AGREEMENT:

I, _____, as Contractor for the above described construction project, covenant and agree that the improvements will be constructed in accordance with plans and specifications which have been approved by the Architectural Review Committee. I further acknowledge and agree that:

1. I have read and understand the Covenants and Restrictions applicable to the property and the Regulations for Construction and will follow and obey the said covenants, restrictions, and regulations.

2. I am responsible for completing the project as described by the drawings and specifications approved by the Committee. Any proposed changes will be submitted to the Committee for approval prior to implementation.

3. I will maintain a clean construction site at all times.

4. I am responsible for the conduct of all workers performing services on the project at all times they are on Rosehill property.

5. I will notify the office of the Committee at least seven (7) days in advance of all necessary field inspections, including the preconstruction meeting and substantial completion inspection so that a representative may attend.

This Application and Agreement made this _____ day of _____, 19____, by

WITNESSES:

CONTRACTOR

Application approved this _____ day of _____, 19____, by

WITNESSES:

BY: _____

ARCHITECTURAL REVIEW COMMITTEE

PREVIOUS CONSTRUCTION EXPERIENCE: Have you built homes in Rosehill prior to this application? Yes _____ No _____. If not, please attach a list of your five (5) most recently completed jobs.