

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SOUTHERN OAKS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTHERN OAKS (hereinafter referred to as the "Declaration"), is made and executed as of the 24 day of November, 2006, by ROGERS DEVELOPMENTS-1, LLC., a Florida limited liability company (hereinafter collectively referred to as the "Declarant") and SOUTHERN OAKS HOMEOWNERS ASSOCIATION OF TALLAHASSEE, INC., a Florida not-for-profit corporation.

WITNESSETH:

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

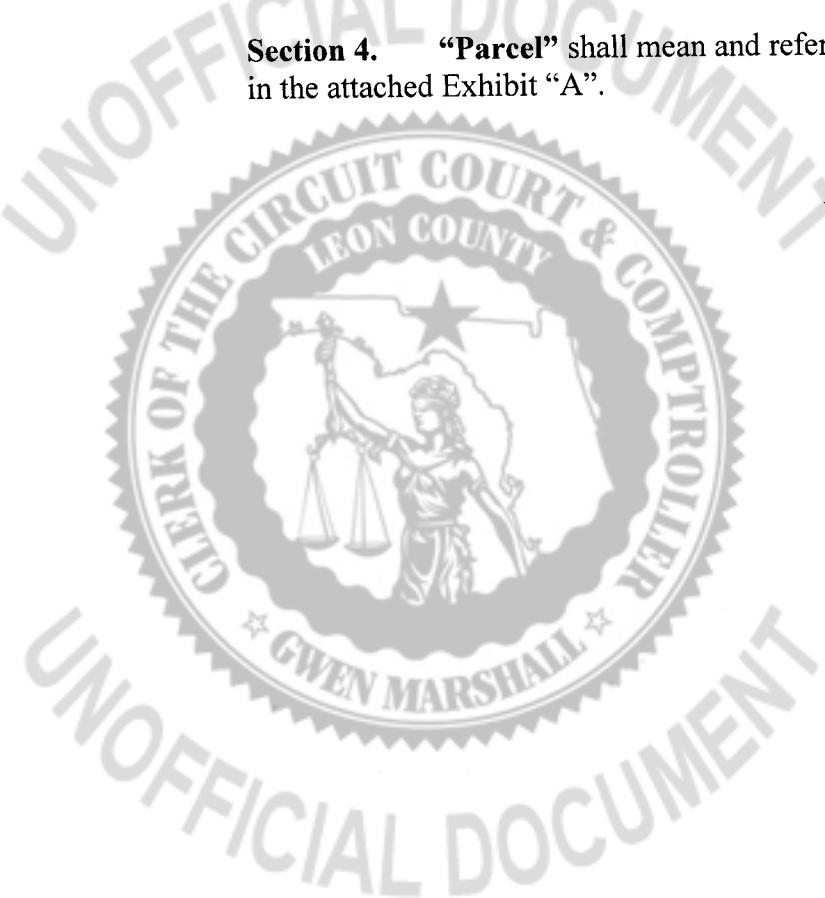
ARTICLE I Definitions

Section 1. "Association" shall mean and refer to the Southern Oaks Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 2. "Common Areas" shall mean any land, easement, or facilities owned by the Association or in which the Association has an interest. Additional real property or easements may be conveyed to the Association for the common use and enjoyment of the Owners and shall initially include the sixty (60) foot right of way composing Southern Oaks Drive, side walks, drainage, utilities, signage, etc.; the ten (10) foot buffer area; and the Storm Water Management Facility and surrounding area; as set forth in Exhibit "A".

Section 3. "Owner" shall mean and refer to the record title owner, whether one or more persons or entities, of a fee simple title to any Parcel which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Throughout this document, any reference to an Owner's interest as "his" shall be for convenience of reference only; use of the masculine shall include the feminine and use of the singular shall include the plural where the context requires or admits.

Section 4. "Parcel" shall mean and refer to one of the ten parcels of land described in the attached Exhibit "A".



ARTICLE II

Property Rights

Section 1. Owners' Right of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Ingress, Egress, Utilities and Stormwater Management Facility Easements described in Exhibit "B" attached hereto and made a part hereof, which interest shall be appurtenant to and shall pass with the title to every Parcel, subject to the following provisions:

- (a) The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Parcel remains unpaid or for a period not to exceed sixty (60) days for any violation of this Declaration or the Association's published rules and regulations;
- (b) The right of the Association to dedicate or transfer its interest in all or any part of the Common Areas to any public entity, agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members of the Association or to mortgage all or any part of the Common Areas; provided, however, that no such dedication, transfer or mortgage shall be effective unless an instrument agreeing to such dedication, transfer or mortgage has been signed by at least **two-thirds (2/3)** of the Association members, accepted by the grantee thereof, and recorded in the Public Records of Leon County, Florida, except that Article V, Section 2 shall govern with respect to the dedication of any particular street to Leon County or a successor local government.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

Association Membership and Voting Rights

Section 1. Owners. Every Owner of a Parcel, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Parcel, which is subject to assessment.

Section 2. Voting. Each Parcel Owner(s) shall be entitled to one (1) voter per parcel owned.

Section 3. Election of Directors. Parcel owners shall elect all directors of the Association and the first election shall be held as soon as reasonably practicable before the Declarant has sold or deeded away more than fifty percent (50%) of the Parcels.



ARTICLE IV
Annual and Special Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Parcel by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

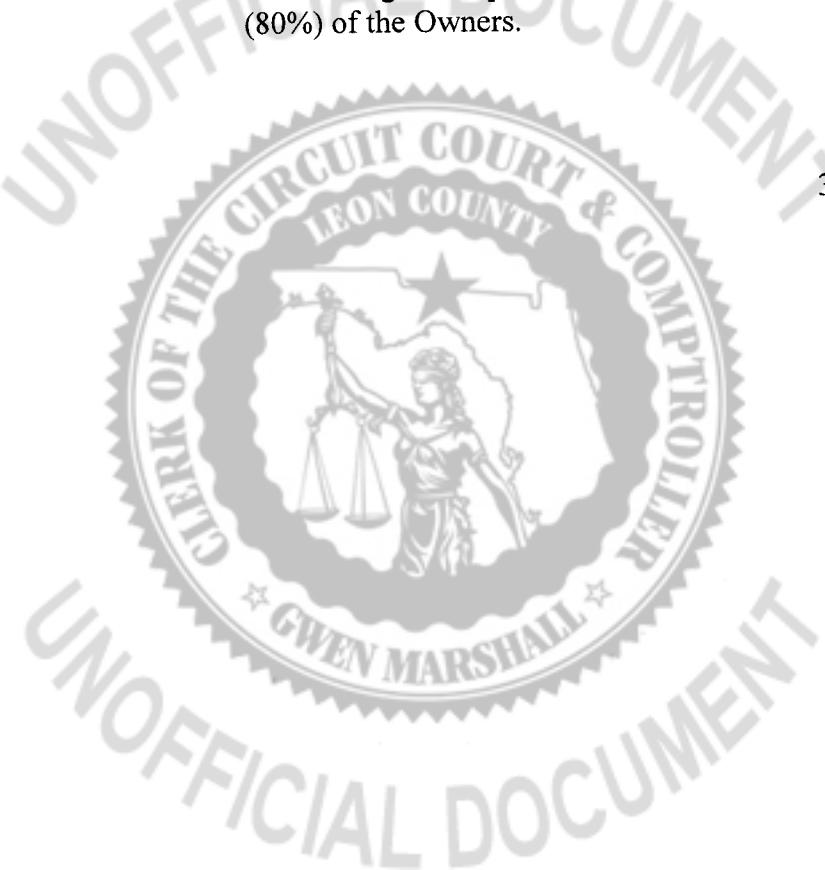
- (a) annual assessments or charges, and
- (b) special assessments for capital improvements and maintenance costs including, but not limited to, maintenance of the Common Areas and easements for ingress, egress, utilities, and stormwater management facility, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on each Parcel and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to said owner's successors in title unless expressly assumed by them; however, such lien upon the property shall continue until satisfied.

The Association shall, upon demand and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Parcel have been paid. A properly executed certificate of the Association as to the status of assessments on a Parcel is binding upon the Association as of the date of its issuance.

The Declarant shall not be subject to such assessments or any portion of such assessments initially, but shall be subject to that portion of any assessment representing maintenance costs assessed after more than fifty percent (50%) of the Parcels have been sold or deeded away and to that portion of any assessment representing a contribution to a reserve account assessed after more than seventy-five percent (75%) of the lots have been sold or deeded away by the Declarant.

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

Section 3. Rate of Assessment and Collection. Both annual and special assessments shall be assessed against each Parcel. Annual assessments shall be assessed against each Party annually, and special assessments shall be assessed and collected for and within the period of time determined by the Owners at a meeting duly called for the purpose of establishing said special assessment or by written agreement signed by eighty percent (80%) of the Owners.



Section 4. Annual Assessment. The annual assessment for calendar year 2006 was established at **\$120.00** per Parcel by the Declarant. Commencing January 1, 2007, and continuing each January thereafter, annual assessments for the then-commencing calendar year shall be automatically assessed against each Parcel on January 1, shall be assessed at the parcel rate specified in Article IV, Section 3 of this Declaration, and shall be due and payable by January 31st each year. The annual assessment for the 2007 calendar year shall be **\$300.00**. If the Owners have not convened a meeting of the Association for the purpose of establishing the next year's annual assessment by December 31 of the current year, the annual assessment for the next year shall be the same as that established for the current calendar year.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such special assessment has the assent of eighty percent (80%) of the votes of members who are voting in person or by proxy at a meeting duly called for that purpose or who execute an agreement to that effect.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3, 4 or 5. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3, 4 or 5 of this Article shall be mailed (certified, return receipt requested) to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of membership shall constitute a quorum. If the required quorum is not present at said meeting, another meeting may be called, subject to the notice requirement established by this Section, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. In lieu of holding a meeting for the purpose of taking any action authorized under Sections 3, 4 or 5 of this Article, the members of the Association may waive the meeting and notice requirements by signing an agreement to that effect, and any action that could have been taken at any such meeting may be taken if memorialized by a written document signed by all members of the Association. From and after the recording of this Declaration, an officer of the Association shall prepare a summary of each meeting, which shall be maintained in the records of the Association. The summary shall include a list of members present (whether by proxy, teleconference or in person), a description of the discussion, and a record of any decisions that may be made at said meeting, including the votes thereon, whether in person or by proxy.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum or at such other legal rate as may be established by the Board of Directors. Thereafter the Association may file a notice of lien in the Public Records of Leon County, and upon recording the notice of lien and furnishing a copy of the same to the delinquent Owner by certified, return receipt

requested mail, the Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. The Association shall be entitled to a reasonable attorney's fee from the delinquent Owner or in the foreclosure whether or not an action is instituted. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Parcel.

Section 8. Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Parcel shall not affect the assessment lien. However, the sale or transfer of any Parcel pursuant to mortgage foreclosure or any proceeding in lieu thereof or the bona fide conveyance to a mortgagee in satisfaction of a first mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No other sale or transfer shall relieve such Parcel from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V Easements and Common Areas

Section 1. Easement for Ingress, Egress, Utilities and Stormwater Management. The Declarant hereby reserves, excepts, imposes, grants and creates a non-exclusive perpetual easement to and on behalf of the Association, the Owners, and their grantees, heirs and successors in interest for ingress, egress and installation and maintenance of utilities over, across and through that certain property more particularly described in Exhibit "B" attached hereto and by reference made a part hereof. The Declarant hereby reserves, excepts, imposes, grants and creates a non-exclusive perpetual easement to and on behalf of the Association, the Owners, and their grantees, heirs and successors in interest for Stormwater Management Facility more particularly described in Exhibit "C" attached hereto and by reference made a part hereof..

Declarant shall have sole responsibility for construction of any roadway, stormwater drainage system and utility system within said easement areas. The Ingress, Egress, Utility and Stormwater Management Facility Easement shall be maintained by, and at the sole expense of, the Association. Leon County shall have no responsibility for construction, reconstruction, repair or maintenance of any roadway, stormwater drainage system or utility service within said easement areas.

Within said easement, no activity, structure, planting or other material which may interfere with the use and purpose of the easement shall be conducted, placed or permitted to remain. Each Owner shall be personally and individually liable for any and all damages and impairments to the Ingress, Egress, Utility, and Stormwater Management Facility Easement and the facilities located therein, caused or facilitated by the Owner, his family, guests and invitees, and said Owner shall immediately repair any such damages or impairments so occasioned. Each Owner shall also be personally and individually liable for any and all injuries or damages suffered by himself, his family, guests and invitees as



a result of access to and activities in, over, upon and within the Ingress, Egress, Utility and Stormwater Management Facility Easement. All electric energy, communication, cable television or other utility lines and facilities installed within the easement area shall be placed underground, and all auxiliary or secondary lines and facilities connecting with those in the easement area for the purpose of providing direct utility services to structures erected upon or within any Parcel shall also be installed underground.

Section 2. Dedication of Streets and Roads Within the Common Areas Local Government. The Association shall dedicate any street or road within the Common Areas to Leon County, or a successor local government for public use at such time, and only at such time, that two-thirds (2/3) of the Owners of two thirds of the Parcels abutting any street or road within the Common Areas sign a petition proposing such dedication and Leon County or it's successor local government agrees to accept such dedication.

Section 3. Title to Common Areas. Declarant shall deed the Common Areas to the Association subject to easements described herein before more than seventy percent (70%) of the parcels have been sold or deeded away by the Declarant.

Section 4. Southern Oaks Infrastructure Maintenance. The Common Areas and any roadway, stormwater drainage or utility easement established within "Southern Oaks," whether by the plat thereof or otherwise, shall be for the exclusive use and enjoyment of the Owners of Parcels within said subdivision and shall be maintained by, and at the sole expense of, the Association. Each future Owner of any Parcel in "Southern Oaks" by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to share in the responsibility for reconstruction, repair and maintenance of any roadway, stormwater drainage system or utility easement within said subdivision.

Further, the provisions of Article III; Article V, Sections 3 and 4, and Article XVI, Sections 4 and 5 shall not be amended and this Declaration shall not be otherwise Amended to avoid they requirement of Section 10-1560 of the Leon County Code without the consent and joinder of Leon County.

ARTICLE VI

Land Use, Building Type and Size

No Parcel shall be used except for single-family residential purposes. The maximum density for each Parcel shall be one (1) dwelling unit per parcel. The minimum square footage for any single-family residence to be constructed upon a Parcel shall be two thousand (2,400) square feet of heated and cooled space. No mobile home or prefabricated home will be permitted, either temporarily or permanently, upon any of the Properties described in attached Exhibit "A." No single-family dwelling, guest house, outbuilding, landscaping structure, fence, pool or other improvement of any type shall be erected, altered, installed, placed or permitted to remain on any Parcel other than such structures as may be approved by the Architectural Committee.



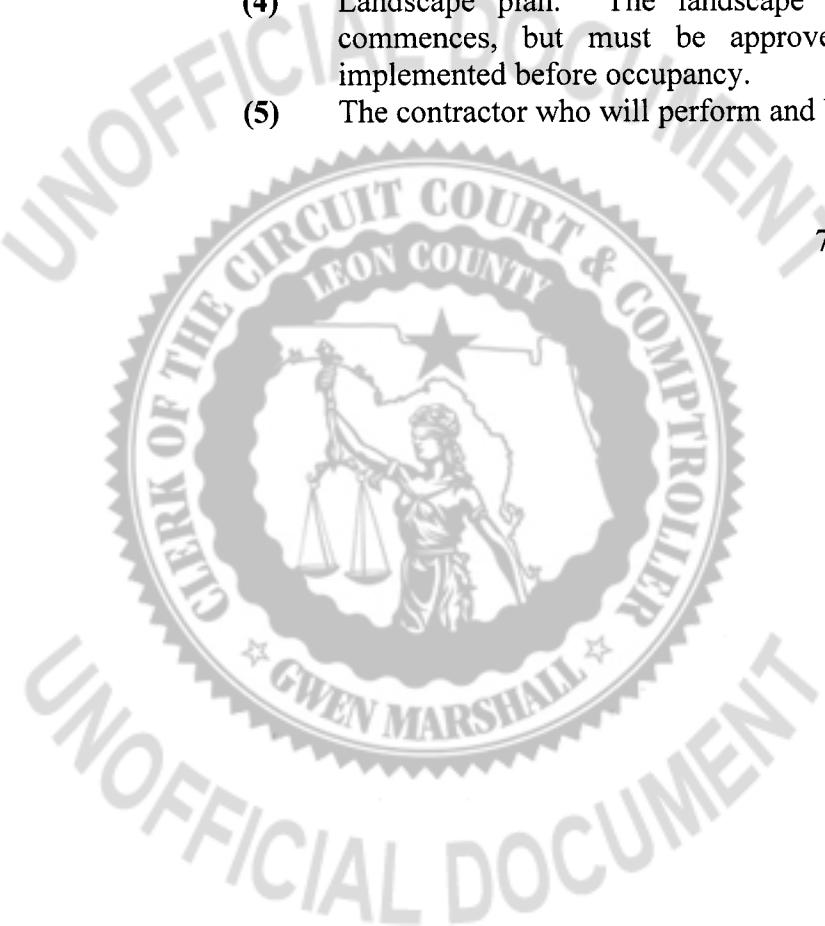
ARTICLE VII

Architectural Control

No road, driveway, building, fence, wall, outbuilding, dock or other structure or improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, nor shall any material alteration, addition or deletion be made to the landscaping of a Parcel, until the plans and specifications showing the nature, kind, shape, height, materials, location and all other reasonable detail of the same shall have been submitted to, and approved in writing as to harmony or external design and location in relation to surrounding structures and topography by an Architectural Control Committee composed of three (3) or more representatives named in this Article or subsequently appointed by the Board of Directors of the Association (the "Architectural Committee"), as hereinafter provided. In the event the Architectural Committee fails to approve or disapprove the plans and specifications within thirty (30) days after the final plans and specifications have been submitted to it in accordance with this Declaration, approval will not be required and this Article will be deemed to have been fully complied with. Decisions of the Architectural Committee require a two-thirds (2/3) affirmative vote of Committee members.

Owners may submit conceptual or preliminary plans and specifications to the Architectural Committee for its review and approval prior to finalizing and submitting the final plans and specifications required by this Article. The 30-day review period will not begin until the final plans and specifications have been submitted in accordance with this Declaration. In the event any improvement is destroyed in whole or in part, the improvement shall be reconstructed in accordance with the original plans and specifications approved by the Architectural Committee and any subsequently approved modifications thereto, or if the Owner desires to change the plans and specifications all terms and conditions of this Declaration shall be complied with as if no improvement had been previously constructed. At the time of execution of this Declaration, the Architectural Committee is comprised of Michael J. Rogers and Jeffery J. Hittinger, who shall serve until their replacements have been duly appointed by the Board of Directors. All notices or submission requests to be given to the Architectural Committee shall be in writing delivered by mail to the principal registered office of the Association as from time to time set forth in the records of the office of the Secretary of State of Florida, Corporate Division. Three copies of all such final plans and specification to be approved shall be furnished to the Architectural Committee. The plans and specifications shall include the following information:

- (1) Building plans showing floor plans and front, side and rear elevations.
- (2) Exterior finish schedule showing material, style and color for all surfaces.
- (3) Site plan showing location of buildings, drives, parking areas, sidewalks, and all other improvements.
- (4) Landscape plan. The landscape plan maybe submitted after construction commences, but must be approved by the Architectural Committee and implemented before occupancy.
- (5) The contractor who will perform and be responsible for all work.



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

- (1) Harmony of exterior design with the existing or proposed improvements to the Parcels.
- (2) General quality in comparison with the existing or proposed improvements to be made.
- (3) Location in relation of surrounding improvements.
- (4) Location in relation to topography.
- (5) Changes in topography.
- (6) Aesthetic considerations.

The Architectural Committee may establish and specify for any Parcel, prior to the commencement of construction, standards and requirements relating to excavations, dirt and fill storage, digging, backfilling, etc., for utility trenches and house construction, the color and composition of roofing materials, the color and composition of brick or siding, and the style of architecture. Such standards and requirements may include, but not necessarily be limited to, the following: off-site storage of fill, dirt or construction debris; stockpiling of fill from utility trenches; backfilling utility trenches; and the general appearance of the houses. Such standards and requirements may vary from Parcel to Parcel and may be imposed by the Architectural Committee in its sole discretion so as to minimize disruption of trees, tree roots, existing ground cover, or other natural features. Indiscriminate grading or trenching will be strictly forbidden to minimize harm to natural features which protect and enhance the beauty and privacy of the entire Properties and to encourage the aesthetic standards of the neighborhood.

ARTICLE VIII **Subdivision of Parcel**

No Owner may subdivide or partition any Parcel.

ARTICLE IX **Building, Driveway and Fence Location**

In the absence of a written variance by the Architectural Control Committee, no building shall be located on any Parcel: nearer than twenty-five (25) feet to the front Parcel line; nearer than thirty-five (35) feet to the rear Parcel line; or nearer than fifteen (15) feet to a side-interior Parcel line, or twenty-five (25) feet from any corner. All homes must front on Southern Oaks Drive. For the purposes of this Article IX, eaves and steps shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building to encroach upon another site. No driveway shall be

located nearer than five (5) feet to an interior Parcel line. No fence shall be located on the property until its location and the type and color of materials have been approved by the Architectural Committee. Only the following materials may be used for fences along property lines and easement boundaries: natural wood, wrought iron, stone and brick. No chain link fences shall be erected on any Parcel, except for a non-commercial dog kennel not to exceed two hundred (200) square feet. The Board of Directors of the Association or an Architectural Committee appointed by the Board may, in its sole discretion, grant variances to the restrictions provided for in this Article.

ARTICLE X Animals and Nuisances

Household pets such as dogs or cats are permitted but must be leashed or confined to the Owner's property at all times. Commercial breeding of household pets is not allowed.

ARTICLE XI Signs

No sign of any kind shall be displayed to the public view on any Parcel except one sign of not more than five square feet to advertise the property for sale or lease; provided, however, that small printed signs of not more than three feet square that display the name of the Owner, address or property name and temporary banners or political signs of reasonable size shall be exempt from this prohibition.

ARTICLE XII Boats, Trailers, Recreational Vehicles and Activities

No boat, trailer, motorcycles, motor homes, campers, vans, planes or recreational vehicle may be on any roadway or on any Parcel except within an enclosed structure without the approval of the Architectural Committee. The pursuit of hobbies or other mechanical devices and woodworking, which tend to result in disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken except within an enclosed area.

ARTICLE XIII Vehicles Prohibited

No two (2), three (3), four (4) or more wheeled motorized or non-motorized recreational vehicle, ATV, go-cart, all-terrain vehicle, dirt bike, etc., shall be operated on any easements or Common Areas; provided however, the Board of Directors, in its sole discretion, may approve the limited use of certain motorized or electric vehicles on the easements or Common Areas upon written request and upon a showing of necessity.

ARTICLE XIV Mail Boxes

No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected or located on the Parcels unless and until the size, location and type of material for said boxes or receptacles shall have been approved by the Board of Directors of the Association or an Architectural Committee appointed by the Board.

ARTICLE XV Garbage and Refuse Disposal

All equipment and receptacles for the storage or disposal of scraps, litter, leaves, limbs, rubbish, trash, garbage or other waste shall be kept in a clean and sanitary condition and shall not be visible from Southern Oaks Drive except for collection.

ARTICLE XVI General Provisions

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

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

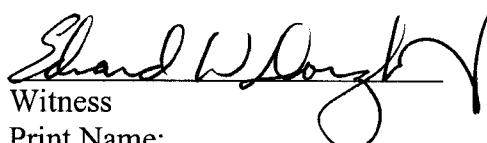
Section 3. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 4. Amendment. This Declaration may be amended by an instrument signed by not less than eighty percent (80%) of the members of the Association entitled to vote. No amendment shall affect priority of the lien of any first mortgage on any Parcel over the lien of the assessments provided for therein, unless the holder of the mortgage joins in the execution of the amendment. Any amendment hereto must be recorded.

Section 5. Attorney Fees. The prevailing party shall be entitled to an award of attorneys' fees in any litigation to require the Declarant to incorporate the Association, or to perform any written obligation imposed on the Declarant by the Declaration or to

require the Association to perform its obligations concerning annual assessments and the maintenance and repair of Common Areas imposed by this Declaration.

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

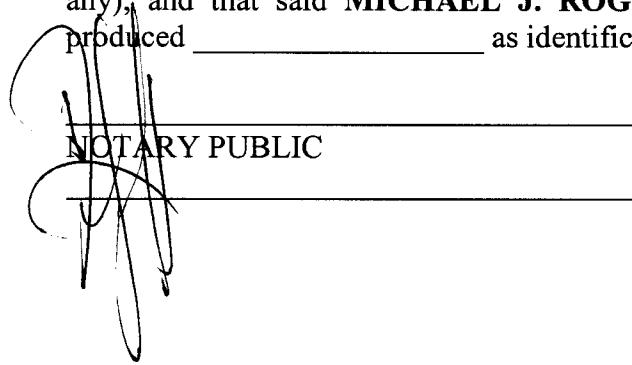

Witness

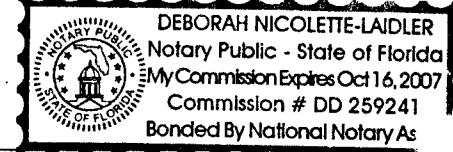
Print Name:


Michael J. Rogers

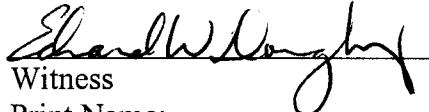
STATE OF FLORIDA
COUNTY of LEON

The undersigned hereby certifies that **MICHAEL J. ROGERS**, personally appeared before me this _____ day of November, 2006, and acknowledged that he is a Managing Member of **ROGERS DEVELOPMENTS-1, LLC.**, a Florida limited liability company, and that by authority duly vested in him by said company and as an act of the company, the foregoing instrument was signed in its name and sealed with its corporate seal (if any), and that said **MICHAEL J. ROGERS** is personally known to me or produced _____ as identification and did not take an oath.


NOTARY PUBLIC



**SOUTHERN OAKS HOMEOWNERS
ASSOCIATION OF TALLAHASSEE**

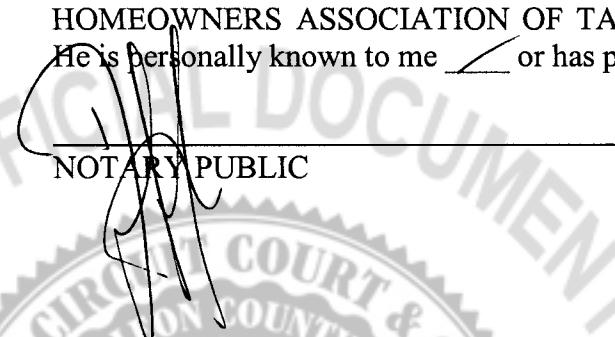

Witness

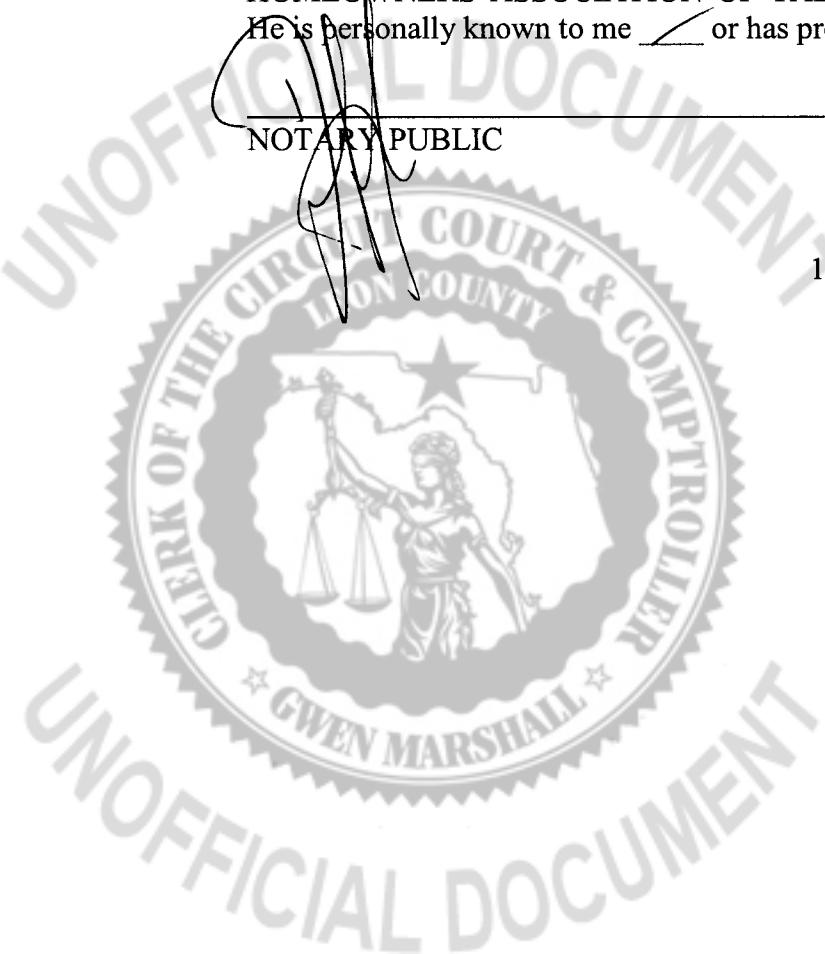
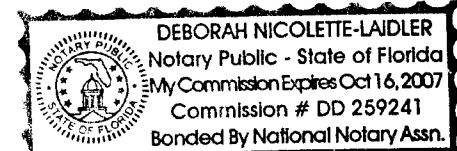
Print Name:


By: Michael J. Rogers, President

STATE OF FLORIDA
COUNTY of LEON

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of November, 2006, by Michael J. Rogers, President of **SOUTHERN OAKS HOMEOWNERS ASSOCIATION OF TALLAHASSEE** on behalf of the Corporation. He is personally known to me or has produced _____ as identification.


NOTARY PUBLIC

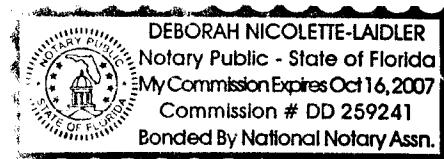


Witness Deborah Nicolette-Laidler
Print Name:

STATE OF FLORIDA
COUNTY of LEON

The undersigned hereby certifies that **JEFFREY HITTINGER**, personally appeared before me this _____ day of November, 2006, and acknowledged that he is a Managing Member of **ROGERS DEVELOPMENTS-1, LLC.**, a Florida limited liability company, and that by authority duly vested in him by said company and as an act of the company, the foregoing instrument was signed in its name and sealed with its corporate seal (if any), and that said **JEFFREY HITTINGER** is personally known to me _____ or produced _____ as identification and did not take an oath.

NOTARY PUBLIC



UNOFFICIAL DOCUMENT

EXHIBIT "A"

PARCEL ONE

Begin at a concrete monument at the Northwest corner of Lot 1 of Hickory Hill Farms, according to Plat thereof appearing of record at Page 4 of Plat Book 3 of the Public Records in the office of the Clerk of Circuit Court of Leon County, Florida; from said concrete monument run thence North 67 degrees 19 minutes East along the North line of Lots 1 through 6 of said Hickory Hill Farms 1100.0 feet to the Point of Beginning. From said Point of Beginning run thence North 22 degrees 41 minutes West 504.0 feet, thence North 67 degrees 19 minutes East 600.0 feet to the West Right-of-Way line of a sixty-foot County Road, thence run South 22 degrees 41 minutes East along said West Right-of-Way line 504.0 feet to a point on the North line of Lot 9 of Hickory Hill Farms, thence South 67 degrees 19 minutes West along the North line of Lots 9 through 6, 600.0 feet to the Point of Beginning.

RESERVING, HOWEVER, unto the parties of the first part, their heirs and assigns, the right to construct and maintain a private road over and across the South thirty (30) feet of said premises.

AND

PARCEL TWO

Commence at a concrete monument at the Northwest corner of Lot 1 of Hickory Hill Farms, according to Map or Plat thereof, appearing of record at Page 4, Plat Book 3, of the Public Records in the Office of the Clerk of the Circuit Court of Leon County, Florida, from said concrete monument, run thence North 67 degrees 19 minutes East along the North line of Lots 1 through 5, of said Hickory Hill Farms, 835.00 feet to the Point of Beginning. From said Point of Beginning run thence North 22 degrees 41 minutes West 504.0 feet; thence North 67 degrees 19 minutes East 265.0 feet; thence South 22 degrees 41 minutes East 504.0 feet to a point on the North line of Lot 6 of Hickory Hill Farms; thence South 67 degrees 19 minutes West along the North line of Lots 6 and 5 a distance of 265.0 feet to the Point of Beginning.



BYLAWS OF
SOUTHERN OAKS HOMEOWNERS
ASSOCIATION OF TALLAHASSEE, INC.

A Nonprofit Corporation

ARTICLE I: NAME AND LOCATION

The name of the corporation is SOUTHERN OAKS HOMEOWNERS ASSOCIATION OF TALLAHASSEE, INC. The principal office of the corporation shall be located at such address as the Board of Directors shall designate from time to time.

ARTICLE II: DEFINITIONS

Section 1. "Association" shall mean and refer to SOUTHERN OAKS HOMEOWNERS ASSOCIATION OF TALLAHASSE, INC., including its successors and assigns.

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

Section 3. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions as recorded in the Official Records of Leon County, Florida.

Section 4. "Lot" shall mean and refer to any parcel of land in Southern Oaks Subdivision with the exception of Common Areas.

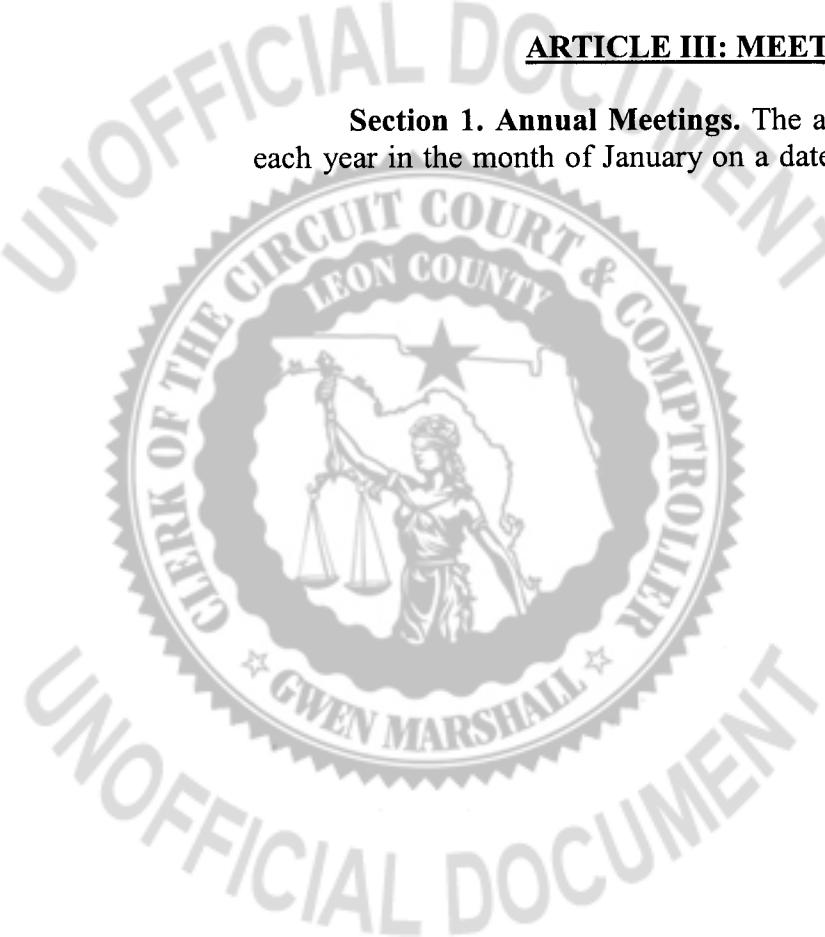
Section 5. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of Southern Oaks Subdivision, including contract sellers, but excluding those holding title merely as security for the performance of an obligation.

Section 7. "Subdivision" shall mean and refer to that certain tract of real property described in the Declaration and referred to as Southern Oaks Subdivision (hereinafter "Subdivision"), and such additions thereto as may be brought within the jurisdiction of the Association pursuant to the provisions of the Declarations.

ARTICLE III: MEETINGS OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the members shall be held each year in the month of January on a date and at a time set by the Board of Directors



for the purpose of electing Directors and for the transacting of such other business as may come before the meeting.

Section 2. Special Meetings. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Board of Directors or by the President, and shall be called by the President at the request of the holders of not less than twenty-five percent of all the votes entitled to be cast at the meeting.

Section 3. Place of Meeting. The Board of Directors may designate any place in Leon County as the place of meeting for any annual meeting or for any special meeting. However, the Board of Directors shall always consider the convenience of the members in setting the place of any meeting.

Section 4. Notice of Meetings. Written or printed notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than twenty days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the officer or persons calling the meeting, to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his or her address as it appears on the membership records of the Association, with postage thereon prepaid. It shall be the responsibility of each member to advise the Secretary of his or her mailing address and changes therein, and any transfer or acquisition of lands entitling him or her to membership.

Section 5. Membership Voting Lists. The Secretary shall maintain a list of the owners of interest in land which entitle them to membership in the Association. Such list of the members entitled to vote at each meeting, arranged in alphabetical order, with the last reported address of each member, shall be available for inspection at each meeting.

Section 6. Quorum. Fifty percent (50%) of the voting power as described in the Declaration represented by persons owning an interest therein as defined in said Declaration, or by their proxy, shall constitute a quorum at a meeting of members. If less than a quorum of the voting power is represented at a meeting, a majority of the voting power so represented may without further notice call another meeting for a date not sooner than thirty (30) days nor more than sixty (60) days from the failed meeting, and the required quorum at such subsequent meeting shall be only one-half of the required quorum for the preceding meeting. The members and voting power present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members and voting power to leave less than a quorum.

Section 7. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Proxies shall be revocable, and the proxy of any owner shall automatically terminate on conveyance by the owner of a lot.

Section 8. Voting. Unless otherwise provided by law, at each election for Directors every member entitled to vote at such election shall have the right to vote, in person or by proxy, the number of votes he or she is entitled to cast as defined in the Declaration for as many persons as there are Directors to be elected and for whose election he or she has a right to vote.

Section 9. Informal Action by Members. Unless otherwise provided by law, any action required to be taken at a meeting of the members, or any other action which may be taken at a meeting of the members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

ARTICLE IV. BOARD OF DIRECTORS

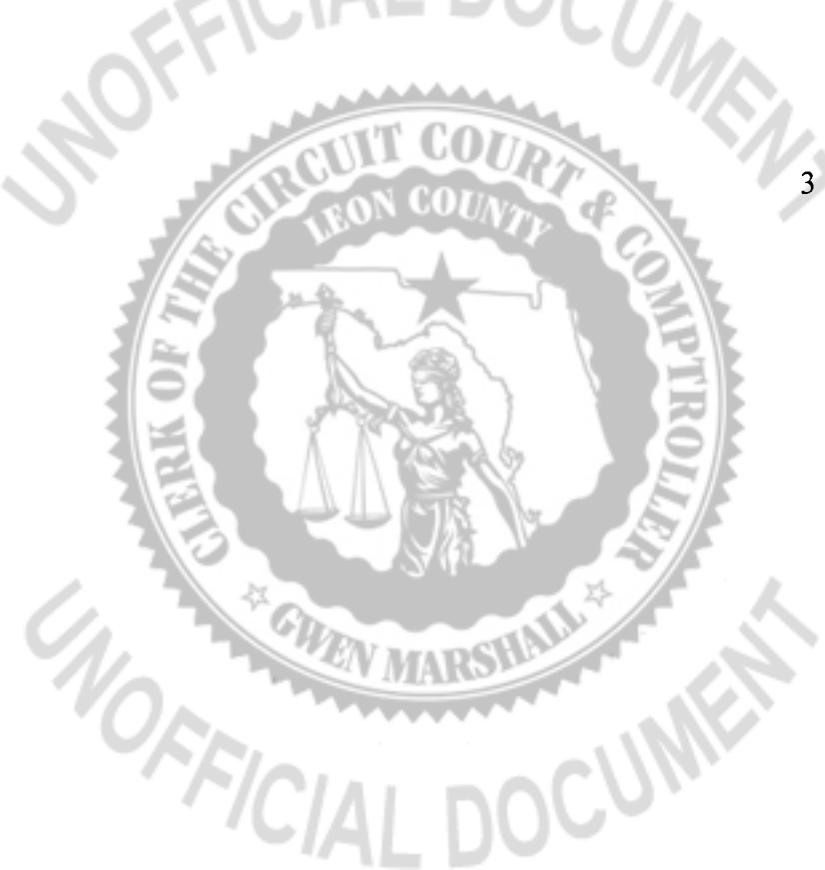
Section 1. Number, Tenure and Qualifications. The number of directors of the Association shall be not less than one nor more than five as set by the Board of Directors. Each director shall hold office until the next annual meeting of members and until a successor shall have been duly elected and qualified.

Section 2. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly at such place and hour as may be fixed from time to time by resolution of the Board. In the event the regular date for a meeting falls on a legal holiday, such meeting shall be held at the same time on the next following day that is not a legal holiday.

Section 3. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix the place of holding any special meeting of the Board of Directors called by them.

Section 4. Notice. Notice of each regular and special meeting shall be given at least ten days previously thereto by written notice delivered personally or mailed to each member at the address shown on the Association records. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage therein prepaid. Any director or member may waive notice of the meeting. The attendance of a director or member at a meeting shall constitute a waiver of notice of such meeting, except where a director or member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting has not been lawfully called or convened.

Section 5. Quorum. A majority of the number of directors fixed by Section 1 of this Article IV shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such quorum is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.



Section 6. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring on the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors, unless otherwise provided by law. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any Directorship created by reason of an increase in the number of Directors shall also be treated as a vacancy and may be filled by the majority vote of the Board of Directors, and any Director so elected shall serve until the next annual meeting of members.

Section 8. Presumption of Assent. A Director of the Association who is present at a meeting of the Board of Directors at which action or any Association matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 9. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a Director, a successor shall be selected by the remaining members of the Board.

Section 10. Compensation. No Director shall receive compensation for any services rendered to the Association. However, a Director may be reimbursed for actual expenses incurred in the performance of duties.

ARTICLE V: POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

- (a) Exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration and any amendments thereto, the Articles of Incorporation, or by other provisions of these Bylaws;
- (b) Declare the office of a member of the Board of Directors to be vacant in the event that such Director is absent from three (3) or more consecutive regular meetings of the Board of Directors; and
- (c) Employ a manager, independent contractors, and such other employees as it may deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the member at each annual meeting, or at any special meeting at which such a statement is requested in writing by one-fourth of the members entitled to vote thereat;
- (b) Supervise all officers, agents, and employees of the Association and to see to it that their duties are properly performed;
- (c) Perform all responsibilities associated with assessments pursuant to the Declaration;
- (d) Foreclose the lien against any property for which assessments are not paid within sixty (60) days after the due date, or to bring an action at law against the owner personally obligated to pay the same;
- (e) Issue, or cause an appropriate officer to issue, on demand by any person, a certificate setting forth whether or not any Assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The Board may impose a reasonable charge for the issuance of these certificates;
- (f) Procure and maintain adequate liability and hazard insurance on all property owned by the Association;
- (g) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- (h) Cause any Common Areas to be maintained.

ARTICLE VI. OFFICERS AND THEIR DUTIES

Section 1. Number. The officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers and committees as may be deemed necessary may be elected or appointed by the Board of Directors. All officers shall be members of the Association and the same member may serve in multiple offices.

Section 2. Election and Term of Office. The officers of the Association to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have been qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.



Section 3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. He shall, when present, preside at all meetings of the members and of the Board of Directors. He may sign, with the Secretary or any other proper officer of the Association thereunto authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where signing and execution thereof shall be expressly authorized to be made by another officer or agent of the Association or shall be required by law to be otherwise signed or executed, and in general, shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. Vice-President. In the absence of the President or in the event of his death, inability, or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. Secretary. The Secretary shall (a) keep the minutes of the member meetings and of the Board of Directors meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the Association records; (d) keep a register of the post office addresses for each member which shall be furnished to the Secretary by such members; and (e) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 8. Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall: (a) have charge and custody of and be responsible for all funds and securities of the Association; (b) receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies, or other depository institutions as shall be selected in accordance with the provisions of Article VII of these Bylaws; and (c) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or the Board of Directors.



ARTICLE VII. CONTRACTS, LOANS, CHECKS, AND DEPOSITS

Section 1. Contracts. The Board of Directors may authorize any officer(s) or agent(s), to enter into any contracts or to execute and deliver any instruments in the name of and on behalf to the Association and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Checks, Drafts, etc. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by the President and Treasurer of the Association or as determined by resolution of the Board of Directors.

Section 4. Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depository institutions as the Board of Directors may select.

ARTICLE VIII. RIGHT TO MEMBERSHIP

Deeds, Agreements for Deed, or other conveyances of title shall be the best evidence of the right to membership and the voting power of each member. The Secretary may require that any member seeking to assert membership and voting rights produce a copy of the document evidencing title to lands in the areas described in the Declaration.

ARTICLE IX. COMMITTEES

The Association may appoint an Architectural Committee, as provided in the Declaration. In addition, the Board of Directors may appoint such other committees as it may deem appropriate in the performance of its duties.

ARTICLE X. ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien on the property against which such assessments are made. Any assessment not paid within thirty (30) days after the date that such assessment is due shall be deemed in default and shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. Interest, costs, and reasonable attorney's fees for any such action shall be added to the amount of any assessment due. No owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or by abandonment of the lot.



ARTICLE XI. BOOKS, RECORDS, AND INSPECTION

The books, records, and papers of the Association shall be subject to inspection by any member during ordinary business hours. The Declaration, Articles of Incorporation, and Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies shall be made available after payment of the reasonable cost for reproduction of such documents.

ARTICLE XII. FISCAL YEAR

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December in each year.

ARTICLE XIII. WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any member or director of the Association under the provisions of these Bylaws or under the provisions of the Declaration, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XIV. AMENDMENTS

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted only by the majority vote of the Board of Directors.

ARTICLE XV. CONFLICTS

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

ADOPTED by the Board of Directors of SOUTHERN OAKS HOMEOWNERS ASSOCIATION OF TALLAHASSEE, INC. on this 9 day of November, 2006.


Michael J. Rogers, President



ARTICLES OF INCORPORATION

OF

**SOUTHERN OAKS HOMEOWNERS
ASSOCIATION OF TALLAHASSEE, INC.**

FILED
06 NOV 13 AM 11:14
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

I, the undersigned, acting as incorporator of a non-profit corporation under Chapter 617 of the Florida Statutes, do hereby adopt the following Articles of Incorporation:

ARTICLE I

The name of the corporation is **SOUTHERN OAKS HOMEOWNERS ASSOCIATION OF TALLAHASSEE, INC.** (hereinafter called the "Association"). The initial principal place of business and mailing address of the Association shall be 3208 Talon Court, Tallahassee, Florida 32309.

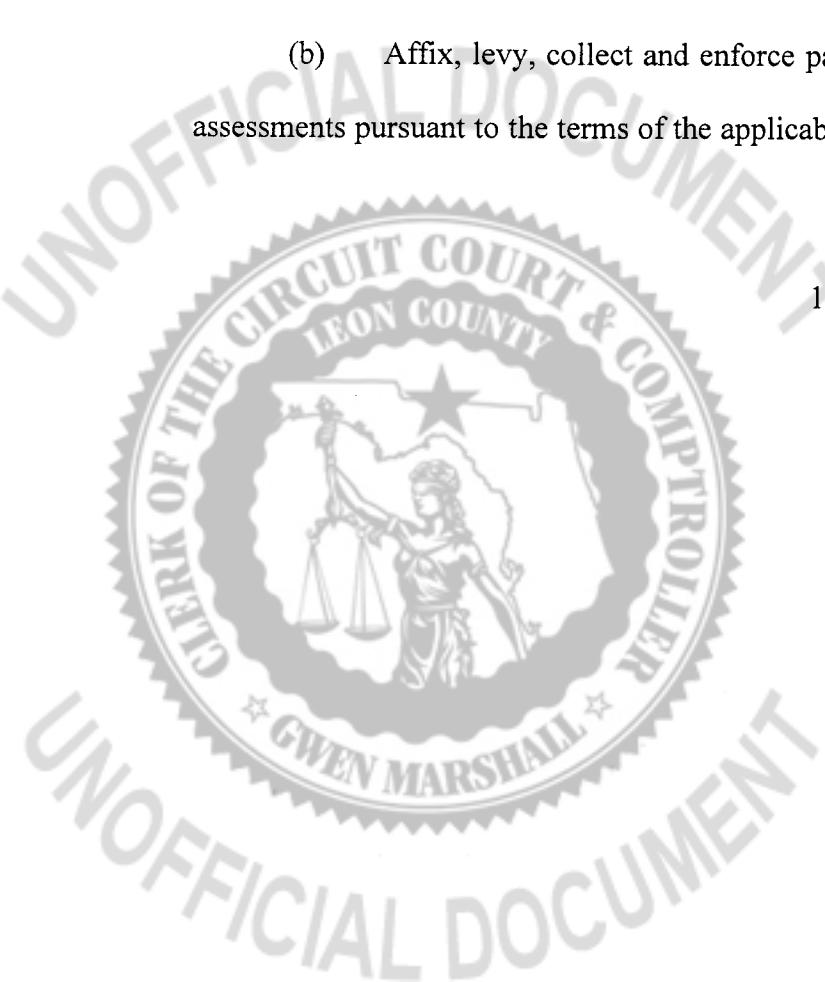
ARTICLE II

All owners of lots in **SOUTHERN OAKS** (hereinafter referred to as the "Subdivision") in Tallahassee, Leon County, Florida, shall be members of the Association as provided in the Declaration of Covenants, Conditions and Restrictions pertaining to it.

The specific primary purpose for which the Association is formed is to provide for the maintenance of the Common Areas of the Subdivision. Generally, the Association's purpose is to promote the health, safety, and welfare of the residents within the Subdivision.

In furtherance of the specific and general purposes, the Association shall have power to:

- (a) Perform all of the duties and obligations of the Association as set forth in the Subdivision's Declaration of Covenants, Conditions, and Restrictions.
- (b) Affix, levy, collect and enforce payment by any lawful means of all charges and assessments pursuant to the terms of the applicable restrictive covenants; and pay all expenses in



connection therewith, and all office and other expenses incidental to the conduct of the business of the Association;

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

(d) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes; or annex additional residential property or common areas, provided that any merger, consolidation, or annexation shall have the assent by vote or written instrument as specified in the restrictive covenants;

(e) Have and exercise any and all powers, rights, and privileges that a non-profit corporation organized under Chapter 617 of the *Florida Statutes* and a homeowners association under Chapter 720 may now or hereafter have or exercise.

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

ARTICLE III

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

ARTICLE IV

The period of duration of the Association shall be perpetual.

ARTICLE V

The name and address of the initial Registered Agent is:

Edward W. Dougherty, Jr.
c/o Igler & Dougherty, P.A.
2457 Care Drive
Tallahassee, Florida 32308

ARTICLE VI

The affairs of the Association shall be managed by a Board of Directors, a President and Vice President (both of whom shall at all times be members of the Board of Directors), and a Secretary and Treasurer. The officers shall be elected at the first meeting of the Board of Directors following each annual meeting of members.

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

President/Secretary: Michael J. Rogers
Vice-President/Treasurer: Jeffery J. Hittinger

ARTICLE VII

The number of persons constituting the first Board of Directors of the Association shall be two (2), and the names and addresses of the persons who shall serve as Directors until the first election are:

Michael J. Rogers: 3208 Talon Court, Tallahassee, Florida 32309
Jeffery J. Hittinger: 3208 Talon Court, Tallahassee, Florida 32309

The Board of Directors shall be elected by the members of the Association, pursuant to the Bylaws, and shall have the number of Directors as specified in the Bylaws, and shall always have at least one (1) Director.



ARTICLE VIII

Subject to the rights of the Declarant expressed in the Declaration, the Bylaws of the Association may be made, altered, or rescinded at any annual meeting of the Association, or at any special meeting duly called for such purpose, on the affirmative vote of a majority of the members existing at the time of, and present at, such meeting except that the initial Bylaws of the Association shall be made and adopted by the initial Board of Directors.

ARTICLE IX

Subject to the rights of the Declarant expressed in the Declaration, amendments to these Articles of Incorporation may be proposed by any member of the Association and these Articles may be amended at any annual meeting of the Association or at any special meeting duly called and held for such purpose, on the affirmative vote of two-thirds of the members existing at the time of, and present at, such meeting.

ARTICLE X

The Association shall have a single class of voting members. The members shall be all owners of lots within the Subdivision and shall be entitled to one (1) vote for each Lot owned, as provided and conditioned in the restrictive covenants. When more than one person holds an interest in any Lot, all such persons shall be members. The one vote for such lot shall be exercised as such owners may determine among themselves.

ARTICLE XI

The name and street address of the incorporator to these Articles of Incorporation is:

Michael J. Rogers: 3208 Talon Court, Tallahassee, Florida 32309

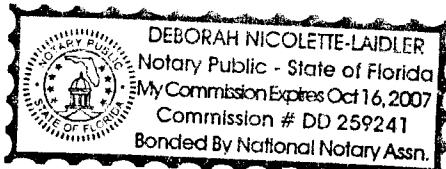
EXECUTED by the incorporator this 9th day of November, 2006.

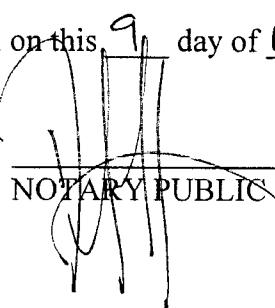

Michael J. Rogers

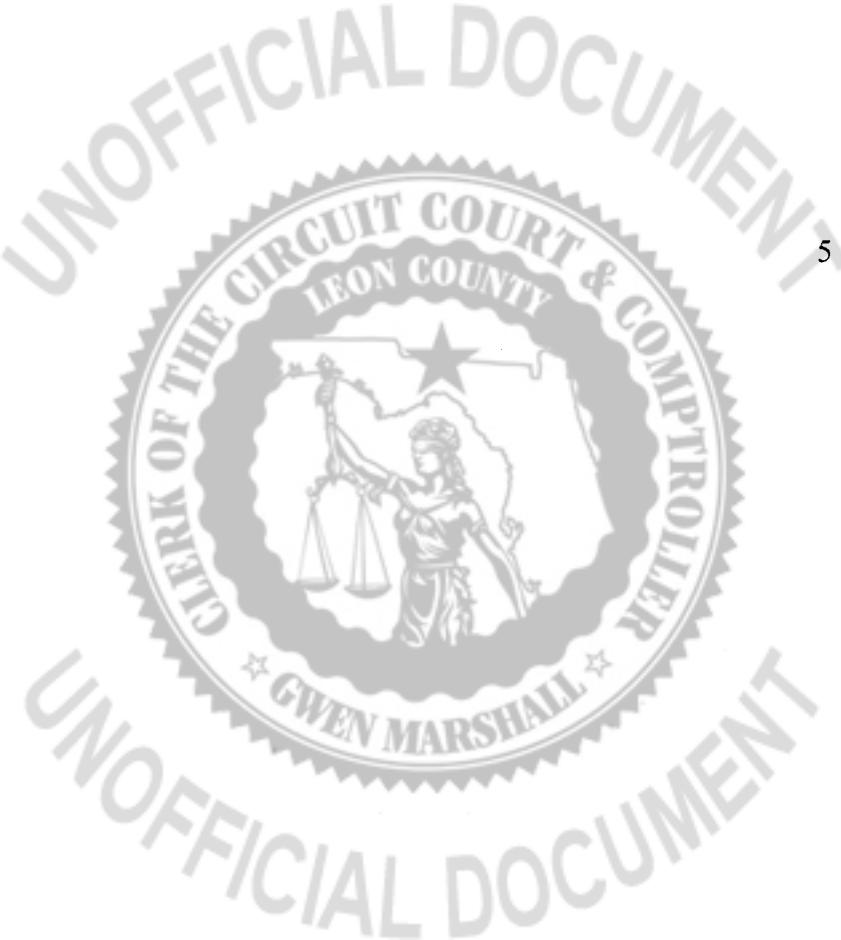
STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME, the undersigned authority, personally appeared Michael J. Rogers, who first being duly sworn by me, and to me well known to be the individual described in the foregoing Articles of Incorporation or produced _____ as identification, acknowledged to and before me that he executed the same for the purposes expressed therein.

WITNESS my hand and official seal on this 9 day of November, 2006.




NOTARY PUBLIC



**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE**

Pursuant to the provisions of Section 617.0501, *Florida Statutes*, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the Registered Office/Registered Agent, in the State of Florida:

1. The name of the corporation is:

**SOUTHERN OAKS HOMEOWNERS
ASSOCIATION OF TALLAHASSEE, INC.**

2. The name and address of the Registered Agent and principal office are:

Igler & Dougherty, P.A. – 2457 Care Drive, Tallahassee, Florida 32308

06 NOV 13 AM 11:14
SECRETARIAT OF STATE
TALLAHASSEE, FLORIDA

FILED

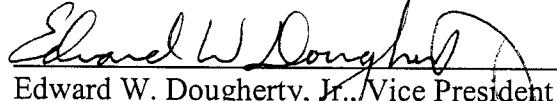
DATED this 9th day of November, 2006.

**SOUTHERN OAKS HOMEOWNERS
ASSOCIATION OF TALLAHASSEE, INC.**

By, 
Michael J. Rogers, President

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

IGLER & DOUGHERTY, P.A.


Edward W. Dougherty, Jr., Vice President

Date: November 9, 2006

