

HARTSFIELD VILLAGE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

OR 1421PF1550

THIS DECLARATION, made on the date hereinafter set forth by  
H & T Incorporation of Tallahassee, a Florida  
corporation, hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in  
Hartsfield Village III, County of Leon, State of Florida, which is  
more particularly described in the attached Exhibit "A".

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

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Hartsfield  
Village Homeowners' Association, Inc., its successors and  
assigns.

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

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

Section 4. "Common Area" shall mean all real property  
(including the improvements thereon owned by the Association for

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RECORDED IN THE PUBLIC  
CLERK OF CIRCUIT COURT  
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the common use and enjoyment of the owners. The Association does not own title to any real property at the present time). The main purpose of the "Association" is to provide a continuing method for maintenance and up-keep of the roads, storm water areas, utility trench lines and trunk lines located in Hartsfield Village, Phase III. The City of Tallahassee will not be responsible for Utility Trench line failures.

Title to all the internal roadways shall be conveyed to the Association at some later date.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Andrew Jackson State Savings and Loan Association, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

#### ARTICLE II

#### PROPERTY RIGHTS

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

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to the use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such

dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

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

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

~~the Declarant, the Declarant's heirs, assigns, and other owners, shall not be required to do so. Each of the above excepted owners who elect to join the Association shall do so by written instrument and will thereafter have all the rights and obligations of any other member of said Association.]~~

Section 2. The Association shall have one class of voting membership. Members shall all be Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so

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

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

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be ~~One Hundred~~ <sup>and no/100 dollars</sup> ~~per Lot.~~

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

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

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized+  
Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authority under Section 3 or 4 shall be sent 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 majority of all the votes of each class of members shall constitute a quorum.

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

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a

specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

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

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

ARTICLE V

ARCHITECTURAL CONTROL

(NONE)

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to

enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with the and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

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

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 1st day of February, 1990.

Signed, sealed and delivered in the presence of H & T Incorporation of Tallahassee, a Florida corporation

*Shirley D. Donnell*  
*Shirley D. Donnell*

By *Herbert W. Talley Sr.*  
Herbert W. Talley Sr  
Sec./Tres.

(SEAL)

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 1st day of February 1990, by Herbert W. Talley Sr as Sec./Tres. of H & T Incorporation of Tallahassee, a Florida corporation, on behalf of said corporation.



*Deborah Rodby*  
NOTARY PUBLIC  
My Commission Expires:

Notary Public, State of Florida  
My Commission Expires May 7, 1991  
www.1800.1try.film - Insurance Inc.

Rev. October 1973

LEGAL DESCRIPTION

Begin at the Southeast corner of Lot 91 of the Plantation of the Florida Pecan Endowment Company, as per map or plat thereof recorded in Plat Book 1, Page 4, of the Public Records of Leon County, Florida, and thence run North 89 degrees 50 minutes 20 seconds East 294.90 feet, thence run South 00 degrees 16 minutes 57 seconds East 354.99 feet, thence run North 89 degrees 59 minutes 20 seconds West 52.14 feet, thence run South 00 degrees 15 minutes 14 seconds East 508.84 feet, thence run South 89 degrees 46 minutes 24 seconds West 194.14 feet, thence run South 50 degrees 51 minutes 04 seconds West 160.31 feet, thence run North 00 degrees 13 minutes 16 seconds West 530.73 feet, thence run North 54 degrees 40 minutes 57 seconds West 208.88 feet, thence run North 312.70 feet, thence run North 89 degrees 40 minutes East 244.19 feet to the POINT OF BEGINNING, containing 8.34 acres, more or less.

EXHIBIT A.

