

BY-LAWS

OF

ARVAH BRANCH HOMEOWNERS ASSOCIATION, INC.

A Corporation Not for Profit
Under the Laws of the
State of Florida

The following are the By-Laws of ARVAH BRANCH HOMEOWNERS ASSOCIATION, INC. hereinafter referred to as the "Association," a corporation not for profit, organized and existing under the laws of the State of Florida, which By-Laws have been duly adopted by the Board of Directors of the Association. All terms used herein which may be defined in the Declaration of Restrictive Covenants and Easements (hereinafter referred to as "the Declaration"), as recorded in Official Records Book 1362, Page 1402 of the Public Records of Leon County, Florida, shall be deemed to have the same definition herein.

1. 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.

2. Members' Meetings.

(a) The annual members' meeting will be held at such location in Leon County, Florida, as is selected by the Board of Directors of the Association, at 7:30 p.m., Eastern Standard Time, on the second Tuesday (or such other day during that week if the Board of Directors so determines) in the month of December of each year beginning 1994, for the purpose of electing Directors and/or transaction any other business authorized to be transacted by the members.

(b) Special meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-fourth (1/4) of the votes of the entire membership.

(c) Notice of all members' meetings, stating the time and place and the objects for which the meeting is called, shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than five (5) days nor more than thirty (30) days prior to the date of the meeting. Notice of meeting may be waived before, at, or after meetings.

(d) A quorum at such meetings shall consist of persons entitled to cast at least one-fourth (1/4) of the votes of the entire membership; provided, however, that if there are ten (10) or fewer total members of the Association, a quorum shall consist of persons entitled to cast at least three-fifths (3/5) of the votes of the entire membership.

(e) In any such meeting, each member shall be entitled to cast one vote for each lot owned by said member. If a lot is owned by more than one person, or is under lease, the person entitled to cast the vote for the lot shall be designated by a certificate signed by all of the record owners of the lot and filed with the Secretary of the Association. If a lot is owned by a corporation, the person entitled to cast the vote for

the lot shall be designated by a certificate of appointment signed by the President or Vice President of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked, or until superseded by a subsequent certificate, or until the Association has been duly notified in writing of a change of ownership. A certificate designating the person entitled to cast the vote of a homeowner may be revoked in writing by any owner thereof.

(f) Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the Secretary before the appointed time of the meeting.

(g) The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:

- (i) election of chairman
- (ii) calling of the roll and certifying of proxies;
- (iii) proof of notice of meeting or waiver of notice;
- (iv) reading and approval of prior minutes;
- (v) reports of officers;
- (vi) reports of committees;
- (vii) election of directors (if necessary);
- (viii) unfinished business;
- (ix) additional new business; an
- (x) adjournment.

3. Directors.

(a) The affairs of the Association shall be managed by an initial Board of five (5) Directors who shall serve until December 31, 1994, at or before which time they shall appoint a successor Board of not less than five (5) members as provided in the Association's Articles of Incorporation.

(b) Commencing with the 1996 annual meeting, the election of Directors shall be conducted at the annual meeting of members. A nominating committee of three (3) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual meeting. The committee shall nominate one person to fill the position of each Director whose term is expiring. Additional nominations for Directorships and Directors may be made from the floor. The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each voter being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(c) Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by remaining Directors.

(d) Any Director elected by the members may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created

shall be filled by the members of the Association at the same meeting.

(e) Unless otherwise provided herein, the term of each Director's service shall extend until the next annual meeting of the members, and thereafter until his successor is duly elected, or until he is removed in the manner elsewhere provided.

4. Directors' Meetings.

(a) Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least semi-annually, and notice of regular meetings shall be given to each Director at least three (3) days prior to the day named for such meeting.

(b) Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of a majority of the Directors. Notice of the meeting shall be given at least three (3) days prior to the day named for such meeting, which notice shall state the time, place and purpose of the meeting.

(c) Any Director may waive notice of a meeting before at or after the meeting and such waive shall be deemed equivalent to the giving of notice.

(d) A quorum at Director's meeting 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 where approval by a greater number of Directors is required by the Declaration, Articles of Incorporation, or these By-Laws. If at any meeting of the Board of Directors less than a quorum is present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meetings as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purposes of determining a quorum.

(f) The presiding officer of Directors' meetings shall be the President. In the absence of the presiding officer, the Vice-President shall preside.

(g) The Directors may by unanimous vote evidence and/or ratify the Board's decisions or actions by a writing in lieu of a meeting, and any such writing when signed by all Directors shall have the same efficacy and effect as a meeting of the Directors and the minutes thereof.

(h) The order of business at Directors' meetings shall be:

- (i) calling of roll;
- (ii) proof of due notice of meeting;
- (iii) reading and approval of minutes of the prior meeting;
- (iv) reports of officers and committees;
- (v) election of officers;

- (vi) unfinished business;
- (vii) new business; and
- (viii) adjournment.

5. Power and Duties of the Board of Directors. All of the power and duties of the Association existing under the Declaration, the Articles of Incorporation, and these By-Laws shall be exercised by the Board of Directors, its appointed committees, agents, contractors, or employees, subject only to approval by homeowners when such is specifically required. Compensation of employees or contractors of the Association shall be fixed by the Directors. A Director may be an employee of the Association, and a contract for management of the Association may be entered into with a Director.

6. Officers.

(a) The executive officers of the Association shall be a President, who shall be a Director, a Vice-President, a Secretary, and a Treasurer, all of whom shall be elected annually by the Board of Directors and who may be removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors may from time to time elect other officers to exercise such powers and duties as the Board shall find to be required to manage the affairs of the Association.

(b) The President shall be the Chief Executive Officer of the Association. He shall have all of the power and duties which are usually vested in the Office of President of an Association.

(c) The Vice-President shall, in the absence of disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

(d) The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and 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 affix it to instruments requiring a 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 Secretary of an Association and as may be required by the Directors or the President.

(e) The Treasurer shall have custody of all property of the Association; including funds, securities, and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practice and shall perform all other duties incident to the Office of Treasurer.

7. Accounting. The funds and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(a) "Current Expenses," which shall include all funds and expenditures to be made within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements, or to operations, the balance in this fund at the end of such year shall be applied to reduce the assessments for current expenses for the succeeding year.

(b) "Reserve for replacement and additional improvement" which shall include funds for maintenance items which occur less frequently than annually, funds for repair or replacement required because of damage, depreciation or obsolescence, and funds to be used for capital expenditures for additional improvements or additional personal property which will be a part of the common elements and areas.

8. Budget. The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray common expenses and to provide funds for the accounts listed in Section 7 of these By-Laws.

9. Assessments.

(a) As more fully provided in the Declaration, each member of the Association is obligated to pay to the Association annual and special assessments which are secured by a continuing

lien on the property against which such assessments are made. Any assessments not paid when due are considered delinquent.

(b) The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawals of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors, which shall not be less than two (2).

(c) Fidelity Bonds may be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors.

10. Amendments. The By-Laws may be amended in the following manner:

(a) Prior to December 31, 1994, the By-Laws may be amended by the Board of Directors.

(b) After December 31, 1994, notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by any ten (10) members of the Association. The same must be approved by a majority of the members of the Board of Directors and by at least a majority of the votes of the members of the Association.

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of ARVAH BRANCH HOMEOWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on October 5, 1989, as shown by the records of this office.

The document number of this corporation is N34511.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 5th day of October, 1989.



Jim Smith
Secretary of State

ARTICLES OF INCORPORATION OF
ARVAH BRANCH HOMEOWNERS ASSOCIATION, INC.

FILED
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In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, all of whom are residents of Leon County, Florida, and all of whom are of legal age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I.
Name

The name of this Corporation shall be ARVAH BRANCH HOMEOWNERS ASSOCIATION, INC., and it is hereinafter referred to as the "Association".

ARTICLE II.
Registered Office and Agent

The initial registered office of the Association is located at 2822 Remington Green Circle, Tallahassee, FL 32308, and the initial registered agent thereat is A. B. HOPKINS, JR.

ARTICLE III.
Purpose and Powers of the Association

This Association does not contemplate pecuniary gain or profit to the members thereof, and the purposes for which it is formed are to provide for maintenance, repair, preservation, improvement, and architectural control of any common areas, easement areas, roadways and Association property located within that certain unrecorded subdivision in Leon County, Florida, known as "ARVAH BRANCH", developed by Shasto, Inc., a Florida corporation (referred to herein as "the Declarant"), situated

upon the land described on Exhibit "A" attached hereto and made a part hereof, which property will be divided into ninety-nine (99) separate single-family residential lots, and to protect and promote the esthetic quality of the subdivision and the general welfare of the residents within the subdivision.

In regard to and in connection with the foregoing powers and purposes, the Association may undertake the following:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the certain Declaration of Restrictive Covenants and Easements (hereinafter called "Declaration"), applicable to the subdivision, said Declaration being recorded in Official Records Book 1362, Page 1402, Public Records of Leon County, Florida, and as the same may be amended from time to time as therein provided;

(b) 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 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;

(c) Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate and maintain real or personal property in connection with the affairs of the Association;

(d) Dedicate, sell, or transfer all or any part of property owned by the Association to any grantee, including public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed to by at least a two-thirds (2/3) vote of the members of the Association.

(e) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the members of the Association.

(f) Have and to exercise any and all powers, rights, and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE IV. Membership

Every person or entity who is a record owner of a fee or undivided fee interest in any lot in ARVAH BRANCH shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest as a contract vendee or as security for the performance of an obligation. Membership and voting rights shall be appurtenant to and may not be separated from ownership of any lot in ARVAH BRANCH. Membership rights (including voting rights) of any member may be suspended by action of the Association's Board of Directors if the member has failed to pay prior to delinquency any assessment or charge lawfully imposed upon him or property owned by him.

ARTICLE V.
Voting Rights

The Association shall have two classes of voting membership,
CLASS A. Class A members shall be all 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, but the vote for such
lot shall be exercised as they determine, and in no event shall
more than one vote be cast with respect to any lot.

CLASS B. The Class B member shall be the Declarant, and it
shall be entitled to three (3) votes for each lot it owns. The
Class B membership shall cease and be converted to Class A
membership on the happening of either of the following events,
whichever occurs earlier:

- (a) when the total votes outstanding in
the Class A membership equal the
total votes outstanding in the Class
B membership; or
- (b) on December 31, 1994.

ARTICLE VI.
Officers

The following officers shall serve in their respective
capacities until December 31, 1994, unless they sooner resign or
are replaced by the Board of Directors.

President A. B. HOPKINS, JR.
 Vice President..... LARRY G. ELLIOTT
 Secretary-Treasurer..... VERGIE B. MURPHY

**ARTICLE VII.
Directors**

The Association shall be managed by a Board of Directors consisting of three (3) members, who will serve until December 31, 1994, unless they sooner resign. By not later than December 31, 1994, the initial Board shall appoint a successor Board of Directors consisting of five (5) members who shall serve until the 1996 annual meeting, at which meeting the members of the Association shall elect two (2) directors for a term of three (3) years; and two (2) directors for a term of two (2) years; and one (1) director for a term of one (1) year. As those directors' terms expire and at each annual meeting thereafter, directors shall be elected by the members of the Association for terms of two (2) years. If for any reason the Association does not elect directors as herein provided, the directors in office during the time when an election should have been held, shall continue to serve until their successors are in fact elected. If a director dies or resigns during his term, the remaining directors shall appoint a successor to complete the term of the deceased or resigned director. With the exception of the members of the initial Board, all Board members shall be lotowners in ARVAH BRANCH. A person may be elected to serve as many terms as director as the members choose.

The initial Directors and their respective addresses are:

- (a) A. B. HOPKINS, JR. 1741 Marston Place
Tallahassee, FL 32312

- (b) LARRY G. ELLIOTT 3137 Haddam Court
Tallahassee, FL 32312
- (c) VERGIE B. MURPHY 1403 Sturbridge Place
Tallahassee, FL 32312

ARTICLE VIII.
Establishment of Committees

The Board of Directors may from time to time create and establish and appoint the membership of such committees of the Board or outside of the Board as it determines appropriate or desirable towards carrying out the purposes and powers of the Association, including but not limited to an Architectural Control Committee. The Board of Directors may delegate to a committee such powers and duties as the Board deems appropriate.

ARTICLE IX.
Dissolution

The Association may be dissolved by at least a two-thirds (2/3) vote of the members, with such vote to be evidenced by a writing signed by those members voting for such dissolution. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

**ARTICLE X.
Duration**

The corporation shall exist perpetually unless sooner dissolved.

**ARTICLE XI.
Amendments**

Amendment of these Articles shall require a two-thirds (2/3) vote of the Association membership. Amendments of the By-Laws of the Association shall require a majority vote of the members of the Association. The initial By-Laws shall be adopted by the initial Board of Directors.

**ARTICLE XII
Subscribers**

The name and address of the subscriber to these Articles is:

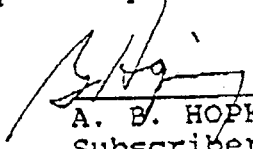
A. B. HOPKINS, JR. 1741 Marston Place
Tallahassee, FL 32312

**ARTICLE VIII
FHA-VA Approval**

As long as there is a Class "B" membership, the following actions by the Association will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties into the subdivision, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

EXECUTED on this 30th day of September, 1989.

(SEAL)



A. B. HOPKINS, JR.
Subscriber & Resident Agent

STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, A. B. HOPKINS, JR., to me well known and known to me to be the person who executed the foregoing instrument and acknowledged before me that he executed the same freely and voluntarily for the uses and purposes therein set forth and expressed.

IN WITNESS WHEREOF I have hereunto set my hand and official seal on this 30th day of September, 1989.

My Commission Expires:

Anna P. Edwards
NOTARY PUBLIC, State of Florida

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LEGAL DESCRIPTION

A part of Section 7, Township 1 North, Range 2 East and Section 18, Township 1 North, Range 2 East containing 108.804 acres, more or less, and being described as follows:

Commence at an old terra cotta monument marking the Northeast corner of the West Half of the Southeast Quarter of Section 7, Township 1 North, Range 2 East and run thence South 00 degrees 21 minutes 02 seconds East 920.68 feet to a concrete monument (No. 284) marking the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 00 degrees 21 minutes 02 seconds East 3060.41 feet to an iron pin (No. 284) on the northerly right-of-way boundary of Interstate No. 10 (S.R. No. 8); thence North 55 degrees 03 minutes 54 seconds West along said right-of-way boundary 750.08 feet to a Department of Transportation (D.O.T.) iron pin; thence continue along said northerly right-of-way boundary North 52 degrees 59 minutes 12 seconds West 1969.67 feet to an iron pin (No. 284) marking the most southerly corner of Lot 12 of Miccosukee Road Properties (unrecorded); thence run North 65 degrees 01 minutes 10 seconds East along the Southeasterly boundary of said Miccosukee Road Properties 915.09 feet to an old iron pipe marking the most easterly corner of said Miccosukee Road Properties; thence North 00 degrees 00 minutes 07 seconds West 967.22 feet to a terra cotta monument; thence North 00 degrees 00 minutes 35 seconds West 638.00 feet to a concrete monument (No. 1254) marking a point on curve of the southerly right-of-way boundary of Miccosukee Road (S.R. No. S-146); thence run Northeasterly along said right-of-way curve, said curve being concave to the Northwest and having a radius of 17,221.734 feet, through a central angle of 00 degrees 35 minutes 31 seconds for an arc length of 176.43 feet (chord bears North 59 degrees 11 minutes 10 seconds East 176.43 feet) to a concrete monument (No. 284); thence North 58 degrees 53 minutes 34 seconds East along said southerly right-of-way boundary 435.48 feet to a concrete monument (No. 284) marking a point of curve to the right; thence continue along said right-of-way boundary, along said curve (concave to the Southeast with a radius of 11,426.156 feet, through a central angle of 02 degrees 15 minutes 00 seconds, for an arc length of 448.70 feet (chord bears North 60 degrees 01 minutes 04 seconds East 448.675 feet) to a concrete monument (No. 284); thence continue along said southerly right-of-way boundary North 61 degrees 08 minutes 34 seconds East 102.37 feet to a concrete monument (No. 284); thence South 00 degrees 21 minutes 02 seconds East 1137.62 feet to a concrete (No. 284) thence North 89 degrees 28 minutes 58 seconds East 330.00 feet to the POINT OF BEGINNING; containing 108.804 acres, more or less.

EXHIBIT "A"

DECLARATION OF RESTRICTIVE COVENANTS
AND EASEMENTS FOR
ARVAH BRANCH SUBDIVISION

This Declaration, dated as of February 10, 1989, made by SHASTO, INC., a Florida corporation, with its principal office located in Tallahassee, Leon County, Florida, hereinafter referred to as the "Declarant".

W I T N E S S E T H:

THAT, WHEREAS, the Declarant is the owner of the real property described on Exhibit "A" attached hereto and made a part hereof (referred to herein as "the Property"), situate, lying and being in Leon County, Florida, said property having been divided into ninety-nine (99) separate lots, together with certain common areas (including a lake or pond referred to as "LAKE BECKY") and streets in substantial conformity with the plat reflected on Exhibit "B" attached hereto and made a part hereof, (a more detailed version of which will be recorded by the Declarant among the Plat Book Records of Leon County, Florida); and

WHEREAS, it is to the interest, benefit and advantage of the Declarant and to each and every person who shall hereafter purchase any parcel included in the Property that certain easements and protective covenants governing and regulating the use and occupancy of the Property shall be established t forth and declared to be covenants running with the land; an.

WHEREAS, the Property is being developed as a subdivision referred to as "ARVAH BRANCH".

RECORDED IN THE PLAT BOOK RECORDS OF LEON COUNTY, FLORIDA
FEB 16 1 37 PM '89
PAUL F. HANSCFIELD
CLERK OF CIRCUIT COURT
920704

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Declarant and each and every subsequent owner of any lot within the Property, the Declarant does hereby set up, establish, promulgate and declare the following easements and protective covenants to apply to the Property and to all persons now and/or hereafter owning said lots, or any of them. These protective covenants shall become effective immediately upon recordation and run with the land and shall be binding upon the Property until December 31, 2030, unless sooner terminated as hereinafter provided.

1. Definitions. The terms used herein shall have meanings as follows:

(a) "House" or "Lot" shall mean any parcel or plot of land shown on Exhibit "B" attached hereto with the exception of the common area.

(b) "Homeowner" or "Lotowner" means the owner of a lot in ARVAH BRANCH.

(c) "Association" means ARVAH BRANCH HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, and its successors, which association will be incorporated by the Declarant, and which shall be responsible for the maintenance and management of the common areas and easement areas and have such other rights, duties and obligations as are set forth in its articles of incorporation and in this Declaration.

(d) "By-Laws" shall mean such by-laws as may be established by the Association from time to time.

(e) "Common Expenses" means the expenses for which the homeowners are liable to the Association.

(f) "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against a homeowner.

(g) "Common Surplus" means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues over the amount of common expenses.

(h) The "Property" means and includes the land described on Exhibit "A" (and including any other property which the Declarant may subsequently make subject to the provisions of this Declaration), and all improvements thereon and hereinafter constructed thereon, together with all easements and rights appurtenant thereto intended for use in connection with the Property, and necessary to effectuate the purpose and intent of Declarant as set forth herein.

2. Land Use. Lots within the Property shall be used for residential purposes. No lot may be subdivided for the purpose of creating another building lot.

3. Building Type and Size.

(a) Except as is specifically hereinafter provided, no structure shall be built or placed on any lot except a detached single-family residence, together with customary outbuildings, patios, decks and swimming pools.

(b) The minimum size for residences located upon Lots twelve (12) through and including twenty-five (25) of Block "C" shall be 2,000 square feet (with the first floor of two story houses to have at least 1,350 square feet), exclusive of porches, garages and deck or patio areas. The minimum size for residences located upon all other lots shall be 1,800 square feet (with the first floor of two story houses to have at least 1,200 square feet), exclusive of porches, garages and deck or patio areas.

(c) No building constructed or placed on the Property shall exceed two and one-half (2 1/2) stories in height.

(d) All roofs on residences in the subdivision shall have a minimum roof pitch of 6:12.

(e) All mail box receptacles serving residences in the subdivision shall be enclosed in brick or wood, with the plans and specifications therefor to be approved in advance in writing by the Architectural Control Committee.

(f) The exterior of residences built in the subdivision shall be brick, stucco, or wood, including wafer wood.

(g) All driveways constructed on lots in the subdivision shall be made of concrete or concrete exposed aggregate.

(h) Each dwelling unit shall have an enclosed garage facility capable of accommodating at least two automobiles. Each garage shall have a side lot facing garage door capable of opening and closing, and being large enough to allow the

automobiles to pass through the door opening. The Declarant or the Architectural Control Committee may grant variances concerning the direction that a garage door faces.

4. Building Location. All structures shall be erected in accordance with the applicable local zoning code. In any event, no building shall be erected nearer than 45 feet to the front street line of each lot. No building shall be located nearer than 10 feet to a side lot line. No dwelling shall be located on any lot nearer than 35 feet to the rear lot line, EXCEPT, HOWEVER, for Lots 26 through and including 33 of Block "A"; Lots 1 through and including 8 and 27 through and including 32 of Block "B"; and Lots 11 through and including 25 of Block "C", each of which lots is subject to a "restricted construction area" particularly depicted upon the Plat of ARVAH BRANCH recorded among the Plat Book Records of Leon County, Florida, with setback limitations established by Leon County. Each of the above-described lots is further subject to a minimum finished floor elevation established by Leon County. Portions of above-described lots are located within a drainage easement area and are thus subject to the restriction against placing within or upon the drainage easement area any building, structure or planting that will materially block, impede or divert the flow of water passing through the easement area.

5. Fences. No fence of any kind shall be placed or constructed on any lot nearer to the front lot line than the rear corners of the residence. In any event, no fence or wall shall

be placed or constructed on any lot until after the height, type, design and location thereof have been approved in writing by the Architectural Control Committee.

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6. Sewer. Until such time as central sewage facilities may be made available to lots within ARVAH BRANCH by local government, each house built in the subdivision will be served by a septic tank and drain-field constructed by the owner of the lot on which the house is located. Septic tanks and drainfields serving Lots 12 through and including 25 of Block "C" must be located in front of a straight line lying parallel and contiguous to the front exterior boundary of the house and extending from the front corners of the house to each side lot line of the lot. Each septic tank and drain-field constructed within the subdivision shall be constructed in strict compliance with applicable governmental ordinances and regulations. Each septic tank shall be properly and adequately maintained and repaired by the owner of the lot it serves. If and when central sewage facilities are made available to the subdivision by County or City government, each lot owner shall be responsible for the cost of connecting his lot with such facilities, including but not limited to "tap-in" fees, materials costs, installation charges, meter costs and other deposits or charges required by the governmental unit.

7. Private Roadway. Private paved roadways have been constructed upon portions of the Property for the purpose of providing ingress and egress to and from Miccosukee Road to and

from the lots within the Property. The location of the private roadways located within the Property is substantially as is depicted upon Exhibit "B" attached hereto. The roadways will be deeded to the Association, and the Association will have the responsibility for the maintenance and repair of the roadways. Neither the City of Tallahassee nor Leon County will be responsible for any maintenance or repair to the roadways within the Property.

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8. Prohibition Against Boundary Break. Except for the Declarant, no lotowner shall permit or authorize his lot or any portion thereof to be utilized as an easement, roadway, driveway, street or other means or method of access, ingress or egress to areas of property not included within the boundaries of ARVAH BRANCH. The purpose of this provision is to protect and preserve the integrity of the exterior boundaries of ARVAH BRANCH, and to preclude and prohibit any break in those boundaries by any easement, roadway, driveway or street granted, permitted or otherwise created by any lotowner other than the Declarant. The Declarant reserves the right to grant such easements or create such roadways upon land or lots owned by the Declarant as the Declarant in its sole discretion determines to be necessary, appropriate or desirable.

9. Easements. The following easements shall be deemed to be covenants running with the land with relation to lots and houses on lots in ARVAH BRANCH. These easements are not in limitation of any easement defined, imposed and created in any

other provision hereof, but are supplemental thereto:

(a) Perpetual non-exclusive roadway easement for ingress and egress to and from the lots within ARVAH BRANCH, granting to the lotowners and their respective licensees and invitees the right to pass and repass by foot and by vehicle along the roadway depicted on Exhibit "B" attached hereto.

(b) Fencing easement along and upon the exterior boundaries of the property. The Declarant may (but is not obligated to) erect upon all or parts of the exterior boundaries of the Property a fence or fences. The Association may subsequently decide to erect fences on such boundaries. The Association shall maintain such fences as may be erected initially by the Declarant or thereafter by the Association. All homeowners in ARVAH BRANCH will allow the Association or its agents or designees the right to go over or upon the lots for the purpose of construction, maintenance and repair of such fencing.

(c) Whenever sanitary sewer, water, electricity, cable television, telephone lines or connections are installed within the Property, which connections or lines or any portions thereof lie in or upon lots owned by other than the owner of a house served by said lines or connections, the owner of any house served by said connections shall have the right and is hereby granted an easement to the full extent necessary therefor to enter upon such lot or to have the utility companies enter upon the lots upon the Property in or upon which said connection or lines or any portions thereof lie or are located, to repair,

replace and generally maintain said connections as and when the same may be necessary.

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10. Membership in the Association.

(a) Each lotowner shall automatically, upon becoming the owner of a lot, be a member of the Association and shall retain such membership until such time as he no longer owns a lot in ARVAH BRANCH, at which time his membership in the Association shall automatically terminate.

(b) The Association shall have two classes of voting members as follows:

CLASS A. Class A members shall be all owners except the Declarant, and each such member shall be entitled to one vote for each lot he owns; provided, however, that when more than one person owns an interest in a lot, all such persons shall be members, but they shall collectively be entitled to only one vote to be exercised as they may determine among themselves.

CLASS B. The Class B member shall be the Declarant, who shall be entitled to exercise three (3) votes for each lot owned by the Declarant. Class B membership shall cease and be converted into Class A membership when the total votes outstanding Class A membership equal the total votes outstanding in the Class B membership, or on December 31, 1994, whichever first occurs.

11. Assessments and Liens. Each lotowner (excluding the Declarant) by the acceptance of a deed for a lot located within the Property, whether or not it shall be so expressed in such

deed, covenants and agrees to pay to the Association:

(a) Annual assessments or charges as herein set forth and as established by the Association; and

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(b) Special assessments for capital or other improvements or acquisitions, which assessments are to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees required to collect the same, if any, shall be a lien against the lot or lots owned by the party failing to pay the same; provided, however, that any such lien shall be subordinate and inferior to any first mortgage on such lot or lots. No homeowner may exempt himself from liability from his contribution towards the common expenses by waiver of the use of enjoyment of any of the easement areas or by the abandonment of his lot.

The Declarant is exempt from assessments under the Declaration unless and until the Declarant commences construction of a residence on a lot, at which time the Declarant shall be subject to the assessment provisions of the Declaration in regard to the lot being improved, such assessment to be prorated as of the date of the commencement of such construction.

12. Purpose of Assessments. The assessments levied by the Association shall be used exclusively by the Association to promote and maintain the recreation, health, safety and welfare of the members of the Association, and in particular, for the improvements and maintenance in a first class condition and in a

good state of repair of the common areas of the Property, including entrance-way landscape areas, the lake and waterfront facilities, the roadways and rights-of-way, the subdivision entrance area, the security light located upon such property, and such other areas which are maintained by the Association, whether owned by the Association or by a homeowner. OR1362(14)12

13. 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 set forth in the Declaration, Articles, By-Laws or other agreements among the homeowners.

14. Annual Assessments. Commencing on January 1, 1990, and subject to the exemption of the Declarant from assessment hereunder, the annual assessment shall be \$200.00 per year per lot, due and payable in advance on January 31 of each year. The amount of the annual assessment may be increased each year by not more than Ten Percent (10%) above the assessment for the previous year by the Association's Board of Directors without a vote of the membership, but any increase of more than Ten Percent (10%) over the annual assessment for the immediately preceding year may be made only upon the majority vote of the members of the Association. Dues will be prorated as of the date of the closing for year in which the lot is purchased by the lotowner.

15. Special Assessments. In addition to the annual assessments authorized above, the Association may by majority vote of its members 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 the improvements or easements, or any other area or improvement which is the responsibility of the Association, including improvements, fixtures and real or personal property related thereto. DR13621141

16. Collection of Assessments. No set-offs shall be allowed to any homeowner for repairs or improvements or services contracted for by any homeowner without the express written authorization of the Board of Directors of the Association. The Association shall be entitled to collect from the homeowner all legal costs including a reasonable attorney's fee incurred by the Association in connection with or incident to the collection for such assessment and/or late charges or fees or in connection with the enforcement of the lien resulting therefrom.

17. Service Charge of Delinquent Assessments. In order to defray the cost of additional bookkeeping, billing and related expenses, all assessments not paid within thirty (30) days after the date the Association mails written notice of assessments upon decision of the Board of Directors of the Association bear a service charge of \$10.00 per month from the due date.

18. Effective Transfer of Title on Assessment. The sale or transfer of title of any lot shall not affect the assessment lien; provided, however, the sale or transfer of any lot pursuant to foreclosure of a first mortgage shall extinguish the lien of such assessments as to payments which become due prior to such

sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

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19. Architectural Control Committee. The Board of Directors of the Association shall appoint an Architectural control Committee consisting of three (3) people. With the exception of the initial members, all members of the Committee must be a lotowner. The initial members will serve until December 31, 1994, unless they sooner resign. Thereafter, all members shall serve at the pleasure of the Board of Directors of the Association. The initial members of the Committee are A.B. HOPKINS, JR., LARRY G. ELLIOTT, and MIKE A. CONN, all residents of Leon County, Florida. All notices or submission requests to be given to the Committee shall be in writing delivered by mail to the committee in care of Mr. Mike A. Conn at 2852 Remington Green Circle, Suite 203, Tallahassee, Florida 32308. All decisions of the Committee shall be determined by majority vote of its members. No homeowner shall erect or maintain any house, outbuilding, patio, screen, carport, swimming pool, fence, light post, mail box, or other structure, nor shall any owner commence or make any exterior addition to or change or alteration in the shape, color or appearance of the exterior of existing improvements, until and unless detailed plans and specifications prepared by a licensed architect or a draftsman acceptable to the Architectural Control Committee, and showing the nature, kind, shape, height, materials, color, location and

all other details of the same shall have been submitted to an approved in writing by the Architectural Control Committee as to the quality of materials, harmony and external design and color, and the location in relation to surrounding structures and topography. The effect of the changes, improvements or alterations on the topography of the land and the environmental impact thereof may also be considered by the Committee in determining whether approval may be given. Such approval may be withheld, but if no written notice of approval or disapproval is given by the Committee within 30 days after it has received full plans and specifications, approval will not be required and this provision shall be deemed to have been complied with. In the event written approval is given, no contractor has obtained all permits required by law. Notwithstanding the foregoing provisions relating to the appointment of the Architectural Control Committee and the members constituting the same, the Declarant shall have the right to appoint all successor members until December 31, 1994.

20. Additional Duties and Power of Association. In addition to the duties and powers of the Association as set forth herein, and in addition to any powers and duties set forth in the Articles of Incorporation and By-Laws of the Association, the Association shall:

(a) Maintain and otherwise manage all the common areas and easement areas and all facilities, improvements and landscaping thereof, together with all property or facilities or

amenities that may be conveyed to or acquired or built by the Association.

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(b) Grant easements where necessary for utilities, cable television and sewer and drainage facilities over the easement or cross-easements areas.

(c) 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.

(d) 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.

21. Association Maintenance of Roadways and Other Areas.

The Association shall, notwithstanding anything to the contrary contained in the Declaration and notwithstanding the ownership of any particular parcel of land, maintain the roadway within the Property, unless the roadway is accepted by Leon County, Florida, as a public road. The Association shall maintain the landscaping, including the trees, shrubs and grass located within the boundaries of property owned by the Association. The Association may, by rule duly adopted, reasonably regulate the use of all areas and lands which are to be maintained by the Association; provided, however, that any such rule of the Association may not be less restrictive than any covenant set forth herein. Any item or area not expressly the responsibility of the Association shall be the responsibility of each homeowner;

provided, however, that if a homeowner shall fail to maintain or make the repairs or replacements which are the responsibility of such homeowner, then the Association, after not less than 30 days notice to the owner, shall have the right (but not the obligation) to provide such maintenance or make such repairs or replacements and the cost thereof shall be added to the assessments chargeable to such homeowner and shall be payable to the Association by such homeowner under such terms as the Board of Directors of the Association determines. For the purpose solely of performing the maintenance authorized by this paragraph, the Association's agent or employee shall have the right after reasonable notice to the homeowner to go upon any lot.

22. Damage To Common Areas. A lotowner shall be liable to the Association for damage caused to common area property (including improvements built or located thereupon) caused by such lotowner or any pet, child or guest of such lotowner.

23. Nuisances. No noxious or offensive activities shall be carried on, in, upon or around any lot or in or upon any common areas or easement areas.

24. Temporary Structures. No structure of a temporary character, trailer, basement, tent shack, garage, barn or other out building shall be used on any property at any time as a residence, either temporarily or permanently; provided, however, Declarant may maintain offices or storage facilities during Declarant's construction and sales periods. Likewise, a

contractor can maintain a temporary storage facility to store the contractor's materials during construction. CP1362N1418

25. Signs. No sign or billboard of any kind shall be displayed to the public view on any house or any portion of the common areas except one sign of customary design not exceeding eighteen inches by twenty-four inches in size, advertising the house for sale or rent, or except a subdivision entrance sign erected by the Declarant, and signs used by Declarant, his agents, successors or assigns to advertise the Property or houses during the sales period and/or construction and sale period.

26. Garbage Disposal. Each lotowner shall cause all rubbish, trash and garbage to be regularly removed from his property at least twice per week. All trash and garbage shall be kept in sanitary closed containers.

27. Satellite Dishes and Antennas. No external radio or television dish or disc or antenna may be placed or erected upon any lot within ARVAH BRANCH. The Declarant reserves, however, the right in its sole and absolute discretion to amend this provision.

28. Boats, Trailers and Recreation Vehicles.

(a) Except when it is in Lake Becky, no boat shall be stored or parked on any common area, nor on any lot except in an enclosed garage or storage facility.

(b) No trailers, inoperable motor vehicle, vehicles commonly referred to as "motor homes", or trucks other than pick-up trucks shall be parked or stored upon any lot or any portion

of the Property, unless parked in a closed garage, and except for vehicles delivering materials or services to a lotowner, in which case such vehicle may be temporarily parked while its operator makes such delivery.

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(c) No motorcycle, all-terrain-vehicle or motorized trail-bike vehicle shall be operated on the common area.

29. Lake Restrictions.

(a) No boat larger than 14 feet in length shall be permitted or used in Lake Becky.

(b) No gasoline, diesel or other combustion-type motor shall be used on any boat in Lake Becky. Electric motors may be used.

(c) No boathouses or docks or rafts shall be built for use in connection with Lake Becky, except, however, the Declarant or the Association may elect to build a lakefront dock and/or recreational pavilion or facility for the use and enjoyment of members of the Association.

(d) No boats shall be left in the lake or on the shoreline overnight.

(e) No one may utilize Lake Becky except lotowners and/or members of their immediate family living in the lotowner's home, and guests of a lotowner while in the company of the lotowner or a member of his household.

(f) The Board of Directors of the Association may adopt, alter and amend rules and regulations concerning the use of Lake Becky and its waterfront facilities.

30. Pets. No animals, birds or fowl shall be kept or maintained on any part of the Property, except for dogs, cats and pet birds which may be kept in reasonable numbers as pets but not for any commercial uses or purposes. Applicable governmental "leash laws" shall be complied with. Birds shall be confined to cages located inside the lotowner's home. Except when under the direct control of its owner, dogs and cats must be confined upon the owner's property.

31. Laundry. No laundry, mattresses, bedding materials or clothing shall be hung outside of any house.

32. Limitation of Liability of Association. Notwithstanding the duties of the Association, specifically including, but not limited to, its duty to maintain and repair portions of the Property, the Association shall not be liable to homeowners, their invitees or guests for injury, death or damage caused by or suffered upon the property owned by the Association, or caused by acts of God or by third parties.

33. Estimates of Cost of Repairs and Reconstruction. Within a reasonable time after a casualty or loss to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reasonably accurate estimates of the cost of repairing or replacing said damaged property. The Association shall diligently repair or replace the same unless a majority of the homeowners vote to the contrary.

34. Amendments to Declaration. Except as may be otherwise specifically provided herein, this Declaration may be amended or terminated by the written consent, in recordable form, signed by the owners of at least seventy-five (75) of the lots in ARVAH BRANCH, and by at least seventy-five percent of the mortgagees owning first mortgages of record.

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35. Development by Declarant. No provisions contained herein shall prevent Declarant, or its contractors, subcontractors or agents from performing such work and activities as are determined by the Declarant to be reasonably necessary or advisable in connection with the construction of any houses or other improvements upon the Property, nor shall said provisions in any way prevent the Declarant from maintaining such sign or signs on the property as it deems appropriate for the sale, lease or other disposition thereof.

36. Election of Board of Directors. In addition to all other rights and privileges granted to the Declarant under this Declaration, and notwithstanding any provisions of the Articles of Incorporation and By-Laws to the contrary, the Declarant, unless it relinquishes the right, shall be entitled to appoint all of the members of the Board of Directors of the Association until December 31, 1994.

37. Variances. Variances for deviations related to setbacks and construction matters may be granted by the Architectural Control Committee at anytime to Declarant or any other owner of property within the Property. The granting of

variances for such deviations is discretionary with the Architectural Control Committee.

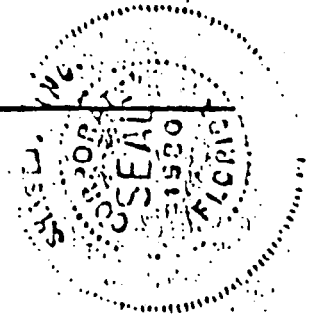
IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day and year first above written.

Witnesses:

[Handwritten Signature]
[Handwritten Signature]

SHASTO, INC.

By: [Handwritten Signature]
As its President



STATE OF FLORIDA
COUNTY OF LEON

The foregoing Declaration of Restrictive Covenants and Easements for ARVAH BRANCH SUBDIVISION was acknowledged before me on this the 10 day of February, 1989, by A.B. HOPKINS, JR., as President of SHASTO, INC., a Florida corporation.

[Handwritten Signature]
NOTARY PUBLIC, State of Florida

at Large Notary Public, State of Florida

My Commission Expires: Nov. 21, 1999

