

LAKE TALLAVANA

TALLAVANA HOMEOWNERS' ASSOCIATION

RESTRICTIVE COVENANTS

There are minor differences in the restrictive covenants between some sections of lots. For example, lots that are not on the water exclude the restriction about no docks, for obvious reasons. The restrictions reprinted below are those for a lakefront lot. Due to space constraints, only the informative part of the text is reproduced below. (The first item of the covenants is omitted, since it merely denotes when the restrictions were established.)

Please keep in mind the following restrictions are from a specific lot and may not contain the exact wording of all the restrictions that apply to your property. This is provided for your convenience. However, you should refer to your official document of the Restrictive Covenants should you have any questions. If you do not have a copy of the Restrictive Covenants, they are on file in the Official Records Books of the Clerk of the Circuit Court, Gadsden County Courthouse, Quincy, Florida. The Official Record book and page numbers are as follows:

Lots A1-A68, B1-B3, C1-C10, D1-D12, E1-E8, and F1-F6 are in Book 161, page 661, Book 184, page 270 and Book 185, page 630.

Lots A69-A111, D12-D17, E9-E14, and F7-F42 are in Book 184, page 263.

Lots AA1-AA5, BB1-BB25, CC1-CC18, DD1-DD11, EE1-EE6, FF1-FF5 are in Book 190, page 414 and Book 241, page 1.

Lots DD12-DD27, Book 241, page 8. Lots EE-12-EE27 are in Book 198, page 677, Book 230, page 589 and Book 241, page 8.

Lots AAA1-AAA-30 (Mason Dr.) and 29 acres are in Book 155, page 10 and Book 305, page 513.

Following the legal description of the property, the sample document states:

Now, THEREFORE, in consideration of the hereinabove set forth premises, Tallavana Properties, Inc., the owner and developer of the above described real property, does hereby impose upon the hereinabove described real property the following restrictions and covenants to run with the land and which shall be binding upon all persons purchasing lots within the above-described property and upon all persons claiming by, through, or under Tallavana Properties, Inc., its successors or assigns, until January 1, 2002, at which time said covenants shall be automatically extended for successive ten (10) year periods unless a majority of the then owners of parcels conveyed by Tallavana Properties, Inc., shall agree to change them in whole or in part.

Item 1 references the lots specific to the recorded document.

Beginning with item two, the restrictive covenants from our sample lot are as follows:

2. All lots shall be known and described as residential lots. No structure shall be erected, altered, placed, or permitted to remain upon any of said lots other than one (1) single family dwelling, not to exceed two (2) stories in height and a private garage or carport for not more than two (2) cars and a laundry room or tool room attached to the garage or house on the ground floor. If this lot is located contiguous to water, a boat slip may be constructed in connection with the use of each of said residential lots provided that the appropriate permits are obtained for the construction of all of said improvements. Nothing herein contained shall prevent the construction of a basement under any dwelling.

3. No building shall be erected or placed upon any lots unless the design and location of such building have been approved in writing as to the conformity and harmony of external design and location with existing structures on other lots which approval is to be given by the hereinafter designated Architectural Control Committee. If said approval is not granted or denied within thirty (30) days after submission of a written request therefore, which written request shall be accompanied by adequate plans and specifications, the covenant shall be deemed complied with.

4. No building shall be located upon any lot nearer to the front or rear lines than thirty (30) feet nor nearer to any side lot line than ten (10) feet.

5. No dock shall be constructed in conjunction with or adjoining any of said lots.

6. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. Nothing herein shall prevent any dwelling being built on more than one (1) lot as shown on said unrecorded plat but no lot shall be subdivided to secure more than one (1) building plat.

8. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

9. No dwelling shall be used as a business or business office open to the general public.

10. No trailer, mobile home, basement (except as otherwise herein provided), tent, shack, garage, barn or other out-buildings shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No trailer, mobile homes, travel trailers, or motor coaches shall be permitted to remain upon any lot other than temporarily unless placed or maintained within an enclosed garage or carport.

11. No lot owner, his guests, invitees, successors, devisees, or assigns shall use any mechanically powered boats upon Lake Tallavana except electric motors, not to exceed five (5) horsepower.

12. Each lot owner by acquiring title to any lot or by acquiring any interest in said lot which would entitle him to the use thereof, either individually or in common with others, does by the acquisition of such title consent to be and shall upon acquisition of said title or interest in said lot, automatically become a member in Tallavana Homeowners' Association, Inc. and does agree to abide by the provisions of such Association's Charter, By-Laws and Regulations with relation to the use of such lot and Lake Tallavana and to pay such assessments as are reasonably levied by said Homeowners' Association.

13. No septic tank shall be located closer than one hundred (100) feet to the high water mark of Lake Tallavana.

14. There has been heretofore created a committee called the Lake Tallavana Architectural Control Committee (hereinabove and hereinafter referred to as the "Architectural Control Committee" or the "Committee"). Said Committee was elected and chosen from members of the Tallavana Homeowners' Association, Inc. at a special meeting held on February 24, 1974. Tallavana Properties, Inc. did not vote in the election of such Architectural Control Committee members, and under the Articles of Incorporation, cannot vote for said members at future elections. The owners of real property in the Lake Tallavana development other than Tallavana Properties, Inc. must, from time to time, elect such Committee members. The Committee functions as a Committee of the Tallavana Homeowners' Association, Inc.

15. If the grantor or any persons claiming by, through, or under the grantor or its heirs or assigns, or any other person shall violate or attempt to violate any of the restrictions re covenants herein contained, it shall be lawful for any person or persons owning any lot depicted upon said unrecorded plat to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions or covenants and either to prevent him or them from so doing or to recover damages for such violation.

16. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any of the remaining covenants and restrictions contained herein which shall remain in full force and effect.

17. No clearing of vegetation or trees shall be done within thirty (30) feet of the front or rear lines or within ten (10) feet of side lot lines except:

- (a) The removal of underbrush shall be permitted;
- (b) Dogwood, Redbud and Magnolia trees under one (1) inch in diameter may be removed unless protected by law;
- (c) All scrub or Black Jack Oak may be removed;
- (d) All other species of trees under four (4) inches in diameter may be removed;
and
- (e) All trees and other vegetation may be removed for construction of a driveway not to exceed twenty (20) feet in width.

18. These restrictions shall run with the land.

The Tallavana Homeowners' Association is a not for profit corporation registered with the Secretary of State, State of Florida.

**ARTICLES OF INCORPORATION
OF
TALLAVANA HOMEOWNERS' ASSOCIATION, INC.**

We, the undersigned, hereby associate ourselves together for the purpose of becoming incorporated under the laws of the State of Florida applicable to corporation not for profit under the following proposed charter and do hereby certify as follows:

ARTICLE I. NAME.

The Name of the corporation shall be TALLAVANA HOMEOWNERS' ASSOCIATION, INC.

ARTICLE II. PURPOSE AND POWERS.

The purpose for which this corporation is organized is to provide an entity in accordance with and to effectuate the applicable provisions of those certain Restrictive Covenants dated July 17, 1973, and recorded in Official Records Book 161, Page 661 of the public records of Gadsden County, Florida, and as amended under and by virtue of the amendment dated November 26, 1974 and recorded in Official Records Book 184, Page 270 in the Public Records of Gadsden County, Florida, and that certain Second Amendment to Restrictive Covenants dated January 10, 1975 and recorded January 10, 1975 in the Official Records Book 185, Page 630 of the Public Records of Gadsden County Florida.

The corporation shall have the following powers:

1. The corporation shall have all of the common law and statutory powers of a corporation not for profit, which are not in conflict with these articles or with any laws of the State of Florida.

2. The corporation shall have all of the powers and duties set forth in the above-described Restrictive Covenants and all of the powers reasonably necessary to administer and enforce said restrictions as said restrictions may be amended from time to time.

3. In addition to the above set forth powers, the corporation shall have the following powers, which are in addition to and not in limitation of any other powers of the corporation.

(a) To own real and personal property of all kinds for the use and benefit of all members of the corporation;

(b) To own, operate and maintain a recreational, social or similar club or establishment for the benefit of the members of the corporation and their guests;

(c) To maintain and repair streets adjoining any property subject to the above-described restrictive covenants;

(d) To make and collect such assessments against members as are reasonably necessary to the accomplishment of corporate duties and powers which, if unpaid for a period of 12 months, shall automatically become a lien against the property until paid. Upon payment of a lien against the property, the Association shall satisfy the lien and record such satisfaction at the expense of the homeowner. If the assessment or dues become delinquent, the annual dues shall

become due and payable in a lump sum. The Association is authorized to promulgate a rule establishing the date at which the lien becomes delinquent and to levy interest in accordance with current state law plus late and/or processing charges. Members with dues in arrears shall not be permitted to vote at annual or special meetings, may not hold an elective office, may not serve on Association committees and may not be permitted to use the common or recreational facilities, except roads, of the Association.

(e) To use the proceeds of all assessments in the exercise of its powers and duties;

(f) To suspend, for a reasonable time, the rights of members and/or lessees and their guests to use common areas and recreation facilities for violations of rules and regulations regarding the use thereof, and/or to levy fines for violations of rules and regulations regarding the use thereof in accordance with the laws of Florida; and

(g) To employ personnel to perform the services required for proper operation of the corporation.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS.

The members of the corporation shall consist of all persons owning any portion of the real property subject to the above-described restrictive covenants. Upon any individual or entity hereafter becoming the owners of any such property, said individual or entity shall automatically become a member of this corporation. The interest of the member in this corporation cannot be assigned, hypothecated or transferred in any manner except through transfer of title to such member's ownership of property. Each member (record titleholder), shall be entitled to cast only one (1) vote, even if he owns more than one lot. In any event, the Board of Directors of this corporation shall have the right to appoint the members of the Architectural Control Committee mentioned in Paragraph 14 of the Restrictive Covenants described in Article II of these Articles.

ARTICLE IV. OFFICERS AND DIRECTORS.

The Board of Directors of the corporation shall have seven (7) members who need not be members of the corporation. The number of members on the Board may be changed hereafter as provided by amendment of the bylaws of this corporation. The Directors shall be elected in accordance with the Bylaws of the corporation. Tallavana Properties, Inc. may have only one representative on the Board of Directors. The number of members Tallavana Properties, Inc. may have on the Board may be changed hereafter as provided in the bylaws of this corporation. The remaining members of the Board of Directors shall be property owners, or such persons as the property owners other than Tallavana Properties, Inc. shall elect to the Board of Directors.

The affairs of the corporation shall be managed by a President, Vice President, Secretary, Assistant Secretary and Treasurer, who shall be elected by the Board of Directors. The officers of said corporation shall serve at the pleasure of the Board of Directors unless otherwise provided by the Bylaws of the corporation.

ARTICLE V. BYLAWS.

The first Bylaws of the corporation shall be adopted by the Board of Directors, and may be altered, amended or rescinded in the manner provided in said Bylaws.

ARTICLE VI. MERGERS AND CONSOLIDATION.

Subject to any applicable laws of the State of Florida, the corporation may participate in mergers and consolidations with other non-profit corporation organized for purposes similar to the purposes for which this corporation was organized.

ARTICLE VII. AMENDMENTS TO ARTICLES OF INCORPORATION.

These articles may be amended or repealed by a majority of the regular members present at any annual meeting duly called and held and also by a majority of the votes of the members present at such meeting, notice of such proposed changes having been sent in writing to the members thirty (30) days prior to the meeting. Amendments may be proposed by the Board of Directors on its own initiative, or upon petition of ten percent (10%) of the entire membership addressed to the Board. All such proposed amendments shall be presented to the members with or without recommendation.

ARTICLE VIII. DURATION.

This corporation shall exist until termination of the described restrictive covenants or until the expiration of fifty (50) years from the date of incorporation hereof, whichever sooner occurs.

ARTICLE IX. SUBSCRIBERS.

The names and residences of the subscribers of these Articles of Incorporation are as follows:

<u>Name</u>	<u>Address</u>
R. Frank Donalson	3228 Sharer Road Tallahassee, Florida
Carl R. Pennington, Jr.	Bradfordville Road Tallahassee, Florida
James C. Tully	2305 Charles Ct. Tallahassee, Florida
Terry C. Nelson	2518 Harriman Circle Tallahassee, Florida