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RECORDED IN THE PUBLIC
RECORDS OF LEON COUNTY

APR 3 4 45 PM '87

PAUL F. HANFIELD
CLERK OF CIRCUIT COURT

THIS INSTRUMENT PREPARED BY:

JAMES O. SHELFER, Attorney
300 First Florida Bank Bldg.
Tallahassee, FL 32301
(904) 222-6543

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DECLARATION OF PROTECTIVE COVENANTS
OF HAWK'S NEST, A RECORDED SUBDIVISION
IN TALLAHASSEE, LEON COUNTY, FLORIDA

FRED G. SHELFER, JR. is the owner of the property described in Exhibit "A" located in Leon County, Florida. By this instrument, the owner imposes upon the land described in Exhibit "A" for the benefit of the present and the future owners of the land, the following conditions, restrictions and limitations which shall be covenants running with the land, binding upon the owner, his heirs and assigns, and all persons claiming any right, title or interest in the land and all subsequent purchasers of the land, their heirs, personal representatives and assigns.

ARTICLE I - DEFINITIONS

1. "Declarant" shall mean and refer to FRED G. SHELFER, JR., the owner of the property described in Exhibit "A".
2. "Association" shall mean and refer to HAWK'S NEST HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit.
3. "Easement" shall mean the land described in the Declaration of Easement recorded in Official Records Book 1254, Page 309 of the Public Records of Leon County, Florida.
4. "Lot": The property described in Exhibit "A" has been divided into parcels for sale by the Declarant to the general public. The plat of the subdivision either has or will be recorded in the Public Records of Leon County, Florida. Each subdivided parcel as shown on the recorded plat shall be known as a "lot".
5. "Maintenance" shall mean the exercise of reasonable care to keep the roads, landscaping, drainage, storm water detention facilities and other related improvements in good and functioning condition.
6. "Member" shall mean every person or entity that holds membership in the Association.

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7. "Subdivision" shall mean the property described in Exhibit "A" as divided into lots as shown on the plat recorded in the Public Records of Leon County, Florida.

8. "Owner" shall mean the record owner, whether one (1) or more persons or entities, of a legal or beneficial interest in a lot, but shall not include those holding title as security for the performance of an obligation.

9. "Improvement" shall mean all buildings, out-buildings, sheds, driveways, parking areas, fences, swimming pools, tennis courts, lights and utility pole lines and any other structure of any type or kind. Improvements to be placed on any lot require the approval of the Committee.

10. "Committee" shall mean the Architectural Control Committee as defined below.

11. "Living Area" shall mean those heated and air-conditioned areas which are completely finished as a living area and shall not include garages, carports, porches, patios or storage areas.

12. "Common Area" shall mean any land or facilities which the Association owns or maintains, including ~~the roadways~~ within the subdivision and any easements for drainage and storm water retention reserved to the Association.

ARTICLE II - HAWK'S NEST
HOMEOWNERS ASSOCIATION, INC.

Section 1. General: Declarant has deemed it desirable for the efficient preservation of the values and amenities in the subdivision to create an agency to which should be delegated and assigned the powers of maintaining and administering the common areas; administering and enforcing these covenants and restrictions; collecting and disbursing the assessments and charges hereinafter established; and for the purpose of promoting the common interest of the owners in HAWK'S NEST. Declarant has filed with the Secretary of State of Florida, HAWK'S NEST HOMEOWNERS ASSOCIATION, INC., a non-profit corporation. The

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Association shall have such powers in the furtherance of its purposes as are set forth in its Articles of Incorporation and Bylaws and may include, but shall not be limited to, maintenance of roads, common areas, easements and security systems. The Association may engage in any other activity or assume any responsibility that the Association may consider desirable to promote common interests of the residents of HAWK'S NEST.

The Association shall operate and maintain at its cost, and for the use and benefit of the owners of lots in HAWK'S NEST, all land owned by the Association. The Association shall be responsible for the perpetual maintenance of the streets and roadways within the subdivision, unless or until the appropriate governmental body of the City of Tallahassee or the County of Leon accepts this responsibility from the Association.

Section 2. Membership in the Association: Any person who owns a lot within the subdivision that is subject to these restrictions shall automatically be a member of the Association, provided, however, that where any lot is owned by more than one (1) person, one (1) of the owners shall be designated to cast the ~~vote on matters to come before~~ the Association on behalf of all of the owners of the lot. In the event the owner of a lot is a corporation or partnership, a partner or corporate officer shall ~~be designated to cast the vote on behalf of the partnership or~~ corporation.

Section 3. Voting Rights: The Association shall have two (2) classes of voting members as follows:

"Class A" - Class A membership shall be all owners with the exception of the Declarant, and shall be entitled to one (1) vote for each lot owned.

"Class B" - Class B membership shall be the Declarant, who shall be entitled to exercise two (2) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when seventy-five percent (75%) of the lots

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are owned by persons or entities other than the Declarant, or on June 1, 1988, or when Declarant elects to terminate Class B membership, whichever occurs first.

No member shall be entitled to vote unless such member has fully paid all assessments as provided for herein as shown by the books of the Association.

ARTICLE III - ASSESSMENTS

Section 1. Creation of Lien and Owners Obligation:

Each owner of a lot within the subdivision by acceptance of a Deed to the lot, whether or not it is expressed in the Deed or other conveyance, covenants and agrees to pay to the Association, annual assessments and special assessments to be fixed, established and collected from time to time as provided for in these restrictions. The annual and special assessments, together with such interest thereon, and costs of collection as provided for herein, 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 such interest and cost of collection as herein provided shall also be a perpetual obligation of the person which is the record owner of the lot at the time when the assessment becomes due.

Section 2. Purpose of Assessment: The assessments levied by the Association shall generally be used for the purpose of promoting the recreation, health, safety and welfare of the residents of HAWK'S NEST. Specifically, but without limitation, the assessments shall be used for the improvement and maintenance of the roadways and common areas within the subdivision, including but not limited to, the payment of taxes, insurance, repair, replacement, maintenance and for the cost of labor, equipment, materials, management and supervision.

Section 3. Annual Assessments: Until changed by the Board of Directors of the Association, the annual assessments per lot shall be Three Hundred Dollars and No Cents (\$300.00). The

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annual assessment may be increased or decreased by the Board not more frequently than annually; provided, however, that the maximum annual assessment shall not exceed the sum of Five Hundred Dollars and No Cents (\$500.00) per lot unless approval is obtained by the members of the Association in accordance with Section 4. below.

Section 4. Change in Maximum Annual Assessment: The Association may change the maximum amount of the annual assessment fixed by Section 3. above prospectively for any annual period, provided that any such change shall be approved by two-thirds (2/3) of the votes of Class A members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members at least thirty (30) days in advance of said meeting and which notice shall set forth the purpose of the meeting.

Section 5. Special Assessments: In addition to the annual assessments authorized by Section 3. above, the Association may levy in any assessment year, a special assessment, applicable to that year only. The special assessment shall be for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement on the common areas, including any necessary fixtures and personal property relating thereto, and any extraordinary expense of operation or maintenance, provided that any such assessment shall have the consent of a majority of the votes of Class A members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of a meeting to determine special assessments shall be sent to all members at least thirty (30) days in advance of the meeting. The notice shall set forth the purpose of the meeting.

Section 6. Quorum: The quorum required for any action authorized by Sections 4. and 5. above shall be as follows:

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At the first meeting called, as provided in Sections 4. and 5. hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at said meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4. and 5. hereof, and the required quorum at any such subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting.

Section 7. Effect of Nonpayment of Assessments and Remedies of the Association: Any assessment not paid within sixty (60) days after the date that such assessment is due as determined by the Board, 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. No owner may waive or otherwise escape liability for assessment provided for herein by abandonment of his lot.

Section 8. Subordination of Assessment Lien: The assessment liens provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of a lot shall ~~not affect the assessment lien.~~ However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the assessment lien as to the ~~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.

Section 9. Right of Declarant: Notwithstanding anything contained herein to the contrary, Declarant shall be exempt from the payment of assessments against lots owned by Declarant and held for sale in the normal course of business; provided, however, that this exemption shall not apply to lots owned by Declarant upon, which have been constructed a dwelling unit; and provided, further, that Declarant's exemption from payment of assessments shall terminate upon termination of

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Class B membership in the Association or upon Declarant's written waiver of this exemption, whichever shall be first. Declarant covenants and agrees that so long as this exemption is in effect, Declarant shall pay on behalf of, or reimburse the Association, all expenses incurred by the Association in performance of duties hereunder, exclusive of reserves, in excess of the amount of assessments levied against owners other than Declarant; provided, however, that in no event shall Declarant be liable for payment of an amount in excess of the amount Declarant would be obligated to pay if this exemption from payment of assessments had not been in effect.

ARTICLE IV - EASEMENTS

Each lot extends to the boundary of a sixty (60) foot easement for utilities and ingress and egress. The easement is described in Official Records Book 1254, Page 309 of the Public Records of Leon County, Florida. Each owner of a lot within the subdivision is granted the non-exclusive use of the easement. Within the easement described in the Public Records, no structure, plant or other object shall be placed or permitted to remain which may damage or interfere or change the direction or flow of drainage within the easement or interfere with the installation and maintenance of utilities or the safe passage of automobile traffic.

ARTICLE V - ARCHITECTURAL CONTROL COMMITTEE

Section 1. Membership: The Committee shall consist of six (6) members as follows:

- A. The Declarant or His Designee - At such time as Declarant no longer wishes to serve or to appoint a designee or is incapable of doing so, the Board shall have the authority to make the appointment in his place;
- B. An Architect;
- C. A Landscape Architect;
- D. A Builder;

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E. A Real Estate Agent or Broker; and

F. A member of the Association owning a lot within the subdivision.

The members of the Architectural Control Committee shall initially be chosen by the Declarant. The broker and the builder shall be rotated regularly among those who are active in the subdivision. The right to appoint the members of the Committee shall be transferred by the Declarant to the Board on December 1, 1987, if at least fifty percent (50%) of the lots within the subdivision have at that time been deeded away by the Declarant. Declarant may, however, transfer the power of appointment to the Board at an earlier time if he should elect to do so.

Section 2. Purpose: No building, fence, structure, alteration, addition or improvement of any kind, other than interior alterations not affecting the external appearance of a building or structure shall be commenced, erected, placed or ~~maintained upon any portion of any lot unless and until the plans and specifications therefore shall have been approved in writing by the Committee in its sole discretion as to harmony of external design and location in relation to surrounding structures and topography and as to aesthetic quality.~~

Section 3. Approval Procedures: Any approval ~~requested of the Committee shall be requested in writing and shall be submitted to the Committee at the principal office of the Association. In the event the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, approval shall be deemed to have been given if written notice by the applicant has been given to the Committee stating that no action was taken for thirty (30) days and requesting immediate action within ten (10) days, and the Committee fails to approve or disapprove within said ten (10) day period.~~

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Before any construction is undertaken, the lot owner or his representative shall lay out the dimensions of the structure on the site, and this specific site plan, including a proposed landscape plan, must be approved by the Committee in writing.

Within ten (10) days after the completion of construction of any improvement within HAWK'S NEST, the owner, builder or other agent for the owner, shall give written notice to the Committee that the improvement is complete and ready for inspection. Within twenty (20) days after receipt of such notice, the Committee shall inspect the improvement and shall notify the owner in writing as to any defects or deficiencies which are found. This response from the Committee shall include a statement as to the corrections which should be made to correct any such deficiencies so as to render the improvement in compliance with the approved plans and specifications. The owner shall be given a reasonable period within which to correct such deficiencies. After being given a reasonable opportunity to do so, the Committee shall make such recommendations to the Board as it deems necessary in enforcing compliance with the approved plans and specifications. In the event the Committee fails to inspect the improvement and notify the owner in writing as to the defects within twenty (20) days after such notice, the improvement will be deemed in compliance with the plans and specifications previously approved.

Section 5. Administration: The Committee shall have the power to adopt rules and establish procedures not inconsistent with the provisions of this Declaration, including, but not limited to construction and development standards as may be deemed necessary by the Committee to insure a quality development and to insure preservation of the aesthetic qualities of the subdivision. The rules adopted by the Committee shall, among other requirements, provide that at least fifty percent (50%) of the front and sides of the main dwelling shall be of masonry construction that is brick or

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stucco. The written request and submittal of plans and specifications required pursuant to Section 2 hereof shall include, but not be limited to, a specific site plan; floor plans with elevations; accessory structures and features, including pool, deck plans, screen enclosures, mailboxes, fences and other pertinent structures; driveway and sidewalk locations; specific grading and clearing and landscaping plan, color scheme designating the precise color of all exterior surfaces and exterior materials to be used. The Committee may disapprove a plan for lack of artistic style or aesthetic quality. For example, the Committee may disapprove a plan because it is too square or "box-like", because the roof is too flat, because there is not sufficient landscaping or for any other reason that the Committee in its sole discretion, may deem appropriate. In addition to the basic roof and wall colors, the rendering or color scheme shall include, but not be limited to, the color of the trim, gutters, windows, shutters, decks, porches and all other exposed surfaces. The Committee, in its sole discretion, may disapprove a color scheme on the ground that it is not in conformance with the aesthetic character of the development. The Committee may disapprove any aluminum windows, doors or similar structures using aluminum. No pipes, wires or other appurtenances underneath or adjoining a structure shall be exposed, but shall be encased or housed as part of the overall construction project.

ARTICLE VI - USE RESTRICTIONS

The subdivision shall be occupied and the lots within the subdivision shall be used only as follows:

Section 1. Each lot shall be used as a residence for a single family and for no other purpose.

Section 2. No lot within the subdivision shall be further subdivided.

Section 3. No mobile homes shall be allowed on the property.

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Section 4. No building shall be erected within fifty (50) feet of the front property line or twenty (20) feet of the side or rear lot lines. Declarant or the Architectural Control Committee shall have the right in their discretion to vary these setback restrictions where strict enforcement will result in unnecessary hardship.

Section 5. No dwelling shall be constructed that contains less than two thousand (2,000) square feet of living area, exclusive of porches and garages. Once construction starts, work shall be pursued diligently until completed.

Section 6. Each dwelling shall have a functional carport or garage which shall be screened on sides which are visible from the street, which runs in front of or adjacent to the property. All garage and carport entrances shall face the ~~rear property line or a side-property line.~~ In no instance shall the entrance be permitted to face the front property line of the property.

Section 7. ~~No trailer, travel trailer, motor home, basement, tent, shack, garage, barn or other outbuilding shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be located on any building site at any time. Boats, trailers, campers or other recreational vehicles shall be parked or stored within the garage or placed behind the residence and shall not be visible from the street which runs in front of the property.~~

Section 8. All driveways shall be constructed of concrete or "hot mix" asphalt or such other material as may be approved by the Architectural Control Committee.

Section 9. No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar materials shall be erected or located on the road right-of-way as long as the Association maintains a central pick-up and delivery for mail. If ever mail boxes, paper boxes or other receptacles are allowed, the size, location, design and type of material must be approved by the Committee.

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Section 10. No business, trade or commercial activity shall be conducted on any building site.

Section 11. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent.

Section 12. 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 purpose. Any animal creating a nuisance or annoyance in the neighborhood shall constitute a nuisance and shall result in the Association taking whatever action is appropriate to remove such nuisance.

Section 13. No noxious or offensive activity shall be carried on upon any building site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or tend to damage or destroy either private or public property.

~~Section 14. There shall be no on street parking whatsoever of any vehicles including, but not limited to, boats, motor homes, automobiles or trailers, unless such parking is necessary under unusual circumstances, such as a large party or reception.~~

Section 15. All personal property kept on a lot shall ~~be either kept and maintained in a proper storage facility or~~ shall be stored at the rear of the home. However, nowhere on the property shall this provision be construed to permit junk cars, old appliances or the like from being kept anywhere on the property, including in the front, on the side or to the rear of the property. Any personal property, if it is to be stored on the lot, is to be stored in a completely enclosed structure approved by the Committee. Among other remedies and after thirty (30) days' notice to owner, the Association may come upon the lot to remove property being stored in violation of this provision,

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all at the expense of the owner, which shall constitute a lien against said property. An automobile or other vehicle shall be considered a "junk car" under this provision if it is immobile for a period of thirty (30) days or longer or does not have a current license tag.

ARTICLE VII - COMMON AREAS

Section 1. Members' Easements of Enjoyment: Subject to the provisions of Section 3. hereof, every member shall have a right and easement of enjoyment in and to the common areas and such easement shall be appurtenant to and shall pass with the title to every lot. Each owner shall have a perpetual easement for ingress over and across all roads located within the subdivision.

Section 2. Title to Common Areas: The Declarant may ~~retain the legal title to the common areas until such time as he elects to convey the common areas to the Association.~~

~~Section 3. Extent of Members' Easements: The rights of easements of enjoyment created hereby shall be subject to the right of the Association to dedicate or transfer all or any part of the common properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, shall be effective, unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes irrespective of class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every member at least thirty (30) days in advance of any action taken.~~

Section 4. Maintenance: The Association shall maintain all common areas within the subdivision, including specifically all roads and entrance areas.

ARTICLE VIII - UTILITY EASEMENTS

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Declarant reserves unto himself, a perpetual and alienable easement and right on, over and under each lot to erect, maintain and use pipes, wires, cables, conduits, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water drainage facilities or other public conveniences or utilities on, in or over those portions of each lot or the common areas as may be reasonably required for utility line purposes; provided, however, that no such easement shall be applicable to any portion of such lot as may (i) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to this Declaration, or (ii) such portion of a lot as may be designated as the site for a building on a plot plan for erection of a building which has been approved in writing. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of Declarant, but this reservation shall not be considered an obligation of Declarant to provide or maintain any such utility or service.

ARTICLE IX - ENFORCEMENT

All covenants contained in this Declaration concerning the collection of assessments may be enforced only by the Association or Declarant by action at law or in equity to enforce the personal obligation of an owner for the payment of delinquent assessments or foreclosure of the lien against the lot; provided, however, that any such action taken by Declarant shall be commenced in the name of the Association and on its behalf and all recovery of property or money damages shall be for the

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benefit of the Association. All remaining covenants and restrictions herein contained may be enforced by the Association, Declarant or any owner in any judicial proceeding seeking any remedy provided herein or recognizable at law or in equity, including damages, injunction or any other appropriate form of relief against any person violating any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of the same or of the right of such party to thereafter enforce the same. The party bringing any such action to enforce the covenants, restrictions or provisions hereof shall, if said party prevails, be entitled to all costs thereof, including, but not limited to, reasonable attorneys' fees. No liability shall attach to Declarant for the failure to enforce the terms of this Declaration.

ARTICLE X - DECLARANT'S DEVELOPMENT RIGHTS

Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, his transferees, or his or their contractors or subcontractors from doing or performing ~~on all or any part of HAWK'S NEST~~ actually owned or controlled by Declarant or his transferees or upon the common areas, whatever he determines to be reasonably necessary or advisable in connection with the completion of the development of the property, including, without limitation:

A. Erecting, constructing and maintaining thereon such structures and vehicles as may be reasonably necessary for the conduct of Declarant's business of completing and establishing the property as a residential community and disposing of the same in lots by sale, lease or otherwise;

B. Conducting thereon his business of completing and establishing the property as a residential community and disposing of the property in lots;

C. Maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale of the lots;

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D. Provided, however, that operations being conducted under subparagraphs A., B. and C. immediately above shall be permitted upon only those parts of HAWK'S NEST owned or controlled by the party causing or conducting said operations, and the common areas.

ARTICLE XI - AMENDMENTS

Section 1. By Declarant: Until Declarant's Class B membership in the Association is terminated as herein provided, all amendments or modification shall only be made by Declarant without the requirement of the Association's consent or the consent of the owners' provided, however, that the Association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request. Additionally, until Declarant's Class B membership is terminated, Declarant may waive or grant variance from any of the covenants and restrictions, other than those regarding payment of assessments, as to any lot, including set back restrictions, if the Declarant, in his sole judgment, determines such variance to be a minor or insubstantial violation. After termination of Declarant's Class B membership in the Association, the right to grant such variances shall be exercised by the Architectural Control Committee.

Section 2. By Owners: Except as provided in Section 3. of this Article, after termination of Class B membership in the Association, this Declaration may be amended (i) by the consent of the owners of two-thirds (2/3) of all lots, together with (ii) the approval or ratification of a majority of the Board of Directions of the Association. The aforementioned consent of the owners may be evidenced by a writing signed by the required number of owners or by the affirmative vote of the required number of owners at any regular or special meeting of the Association called and held in accordance with the Bylaws and evidenced by a certificate of the Secretary or an assistant secretary of the corporation.

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Section 3. Scrivener's Errors and Nonmaterial Changes:

Amendments for correction of scrivener's error or other nonmaterial changes may be made by Declarant alone until his Class B membership is terminated and by the Board thereafter and without the need of consent of the owners.

Section 4. Limitations: Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, or of any institutional mortgagee under this Declaration without the specific written approval of the Declarant or institutional mortgagee affected thereby. Furthermore, notwithstanding anything to the contrary herein, no amendment shall be made which would increase the liabilities of a then owner or prejudice the rights of a then owner or his family, guests, invitees and lessees to utilize or enjoy the benefits of the then existing common areas unless the owner or owners so affected consent to such amendment in writing or unless such amendment is adopted in accordance with the procedures of Section 2 required for adoption of an amendment to the Declaration.

~~Section 5. Effective Date of Amendments: Any amendment to this Declaration shall become effective upon a Certificate of Amendment to the Declaration setting forth the amendment or modification being recorded in the Public Records of Leon County, Florida.~~

ARTICLE XII - MISCELLANEOUS

Section 1. Severability: In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. Further, the

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invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise, shall in no way affect any other provisions which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

Section 2. Notices: Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

Section 3. Interpretation of Declaration: The Board shall have the right and responsibility to determine all questions arising in connection with this Declaration and to construe and interpret the provisions of this Declaration in good faith. All such interpretations shall be binding on the owners.

Section 4. Captions Headings and Titles: Article and paragraph captions, headings and title inserted throughout this Declaration are intended as a matter of convenience only, and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder nor the terms and provisions of this Declaration.

Section 5. Context: Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

Section 6. Attorneys' Fees: Any provision in this Declaration for the collection or recovery of attorneys' fees shall be deemed to include, but not be limited to, attorneys'

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fees for the attorneys' services at all trial and appellate levels and, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

IN WITNESS WHEREOF, this instrument has been executed by Declarant on this 27th day of January, 1987.

WITNESSES:

Genae F. Strickland
Jeanne O. Shelfer

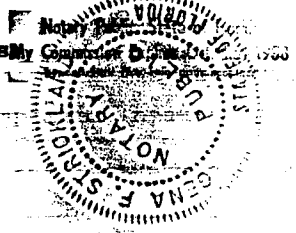
Fred G. Shelfer, Jr.
FRED G. SHELFER, JR.

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing Declaration was acknowledged before me by FRED G. SHELFER, JR. on this 27th day of January, 1987.

Genae F. Strickland
NOTARY PUBLIC

My Commission Expires My Commission Expires



ACKNOWLEDGEMENT

~~HAWK'S NEST HOMEOWNERS ASSOCIATION, INC.,~~ by its President, hereby acknowledges the above Declaration and consents to the obligations of the Association as specified therein.

HAWK'S NEST HOMEOWNERS
ASSOCIATION, INC.

By: Fred G. Shelfer, Jr.
Its President

NOBLES, VARNUM & ASSOCIATES, INC.

ENGINEERING & LAND SURVEYING • FLORIDA & GEORGIA

1324 WEST CRAWFORD STREET
QUINCY, FLORIDA 32351
(904) 875-3179

1641-B METROPOLITAN CIRCLE
TALLAHASSEE, FLORIDA 32308
(904) 385-1572

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May 2, 1986
NVA Job No. 1017
Disk No. 59A

LEGAL DESCRIPTION
(Product of Survey)

BEGIN at a concrete monument marking the Northeast corner of Section 7 also being the Southeast corner of Section 6, Township 1 North, Range 1 East, Leon County, Florida and run South 00 degrees 42 minutes 53 seconds West along the Easterly boundary of said Section 7 a distance of 315.31 feet, then run South 89 degrees 58 minutes 03 seconds West 956.69 feet to a concrete monument, then run North 49 degrees 49 minutes 41 seconds West 84.79 feet to a concrete monument, then run South 44 degrees 52 minutes 00 seconds West 939.50 feet to a concrete monument located on the Northeasterly right of way boundary line for Timberlane Road, then run North 45 degrees 06 minutes 44 seconds West along said right of way 60.00 feet to a concrete monument, then run North 44 degrees 52 minutes 00 seconds East 530.02 feet to a concrete monument, then run North 39 degrees 30 minutes 00 seconds West 917.74 feet to a concrete monument, then run North 00 degrees 11 minutes 37 seconds East 1143.13 feet to a concrete monument located on the South boundary of Bobbin Brook (unrecorded), then run South 89 degrees 32 minutes 13 seconds East along said South boundary 623.14 feet to a concrete monument, then run North 89 degrees 56 minutes 14 seconds East along said South boundary 1226.34 feet to a concrete monument located on the Westerly boundary line for a 100 foot powerline right of way for the City of Tallahassee, then run South 00 degrees 33 minutes 11 seconds West along said Westerly right of way 805.69 feet to a concrete monument, then run North 89 degrees 26 minutes 49 seconds West 14.86 feet to a concrete monument, then run South 00 degrees 33 minutes 11 seconds West 60.00 feet to a concrete monument, then run South 89 degrees 26 minutes 49 seconds East 70.00 feet to a concrete monument, then run North 00 degrees 33 minutes 11 seconds East 28.00 feet to a concrete monument, then run South 89 degrees 26 minutes 49 seconds East 45.00 feet to a concrete monument located on the Easterly boundary of Section 6, then run South 00 degrees 33 minutes 11 seconds West along said Easterly boundary 500.00 feet to the Southeast corner of said Section 6 and the POINT OF BEGINNING; containing 71.187 acres, more or less.

EXHIBIT "A"