

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:

RICHARD M. POWERS, ESQ.  
RICHARD M. POWERS, P.A.  
701 BARNETT BANK BUILDING  
315 SOUTH CALHOUN STREET  
TALLAHASSEE, FLORIDA 32301

1427962  
RECORDED IN THE PUBLIC  
RECORDS OF LEON COUNTY,  
FLORIDA  
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CLERK OF COURT  
LEON COUNTY, FLORIDA

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR MINT HILL

THIS DECLARATION made this 29<sup>TH</sup> day of FEBRUARY,  
1996, by MINT HILL, INC., a Florida corporation, hereinafter  
referred to as the Declarant,

W I T N E S S E T H:

WHEREAS, Declarant is the fee simple title owner of  
real property which is subdivided into forty (40) residential  
lots located in Tallahassee, Leon County, Florida, more  
particularly described in Exhibit A attached hereto and  
incorporated herein by reference (hereinafter, the Property),

WHEREAS, Declarant wishes to subject the Property to  
certain easements, covenants, conditions and restrictions which  
will serve to protect the value and desirability of the  
Property,

NOW THEREFORE, Declarant hereby declares that the  
Property described in Exhibit A attached hereto, which shall be  
known as Mint Hill, shall be held, sold, transferred and  
conveyed subject to the following easements, covenants,  
conditions and restrictions which shall run with the Property  
and which shall be binding on and inure to the benefit of all  
parties whomsoever who have any right, title or interest in the  
Property or any part thereof, their heirs, successors and  
assigns.

Article I - Definitions

(a) "Association" shall mean the Mint Hill  
Homeowner's Association, Inc., a Florida corporation not for  
profit, its successors and assigns.

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(b) "Declarant" is Mint Hill, Inc., a Florida corporation.

(c) "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions For Mint Hill.

(d) "Property" shall mean that certain real property described in Exhibit A attached hereto and any additions thereto which may hereafter be brought within the jurisdiction of the Association.

(e) "Lot" shall mean any lot shown in Exhibit A attached hereto.

(f) "Owner" shall mean any record owner of a fee interest or undivided fee interest in a Lot, whether one or more persons or entities, including contract sellers, but excluding any person or entity having an interest in a Lot as security or surety for the performance of an obligation.

(g) "Member" shall mean a member of the Association as defined in Article III hereinbelow.

(h) "Common Areas" shall mean those areas designated for ingress and egress, roadways, pedestrian walkways, bikeways, utilities, drainage, and any other common areas, as shown on any recorded or unrecorded map or plat of the Property, and include those Common Areas shown in Exhibit A attached hereto.

#### Article II - Property Rights of Members in Common Areas

(a) Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following conditions:

(1) The right of the Association to make and enforce reasonable rules and regulations relating to the Common Areas; and

(2) the right of the record owner of the Common Areas, whether the Declarant, the Association or any other

record owner, to dedicate all or any part of the Common Areas to any public agency or authority. No such dedication by the Association shall occur without the concurrence of at least two-thirds (2/3) of the voting interests of the Members.

(b) Any Owner may delegate his right of enjoyment in and to the Common Areas to members of his family, his tenants or contract purchasers who reside on the Property, and to his invitees.

#### Article III - Association Membership

Every person or entity who is a record owner of a fee interest or undivided fee interest in any Lot which is subject to the Declaration, including contract sellers, shall be a Member of the Association. Membership shall be appurtenant to and not severable from ownership of any Lot. Membership shall terminate immediately upon the transfer of all of a Member's fee interest or undivided fee interest in any Lot. The Association shall not issue any certificates of membership.

#### Article IV - Voting Rights of Members

(a) The Association shall have two classes of voting membership as follows:

Class A. Class A Members shall be all Members with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot owned. If two or more Members own a fee interest in any Lot, then their vote shall be exercised as they so determine, but in no event shall such Class A Members be allowed more than one vote for each Lot which is co-owned by them.

Class B. The Class B Member shall be the Declarant. The Declarant shall be entitled to three votes for each Lot owned by it. The Declarant's Class B Membership shall be converted to Class A membership on the date when the Declarant owns of record a fee interest in ten (10) or fewer Lots.

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(b) Notwithstanding anything contained herein to the contrary, Members of the Association other than the Declarant shall be entitled to elect a majority of the Members of the Board of Directors of the Association three (3) months after ninety percent (90%) of the Lots have been conveyed by the Declarant. For purposes of this paragraph only, builders, contractors, or others who purchase one or more Lots for the purpose of constructing improvements thereon for resale, shall not be considered "Members of the Association other than the Declarant."

(c) Notwithstanding anything contained herein to the contrary, the Declarant shall be entitled to elect or appoint one (1) member of the Board of Directors of the Association so long as the Declarant owns of record a fee interest in at least five percent (5%) of the Lots.

(d) Annexation of additional properties, dedication of Common Areas, and amendment of the Declaration may be subject to the approval of HUD and/or the VA so long as there exists a Class B membership if either of these governmental agencies so require prior to the providing of mortgage financing for any of the Lots.

(e) Nothing herein contained shall restrict or prevent the Declarant from converting its membership to Class A membership at any time.

#### Article V - Covenants For Assessments

(a) The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments and special assessments to be established and collected as provided herein and in the Bylaws of the Association. The annual and special assessments, together with interest, costs, and reasonable attorney's fees

incurred by the Association for the collection of any assessment, shall be a charge on an Owner's Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each assessment, together with interest, costs, and reasonable attorney's fees incurred by the Association for the collection of any assessment, shall also be the personal obligation of the Owner of each Lot at the time when the assessment becomes due.

(b) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and for the improvement and maintenance of the Common Areas and of the residences situated upon the Property to the extent authorized hereunder.

(c) The Board of Directors of the Association shall determine the amount of the annual assessment and the due date of each annual assessment. Expenses of the Association, expenses related to the Common Areas, and all other expenses which are community expenses shall be apportioned equally to each Lot, and the annual assessment must be fixed at a uniform rate for each Lot.

(d) In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any maintenance, construction, reconstruction, repair or replacement of an improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such special assessment must have the assent of two-thirds (2/3) of the total voting interests of all the Members. Once approved by the Members, a special assessment shall be collected in the manner determined by the Board of Directors. A special assessment must be fixed at a uniform rate for each Lot.

(e) In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in

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a manner satisfactory to the Board of Directors, the Association, through the Board of Directors and after approval by a two-thirds (2/3) vote of the Board of Directors, shall have the right, through agents or contractors or otherwise, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of any building and any other improvements erected thereon. The cost of such repairs or maintenance shall be an assessment against the Lot and the Owners of the Lot, shall become due when declared due by the Board of Directors, and shall be subject to collection as any other assessment.

(f) Any assessment not paid within fifteen (15) days after the due date shall bear interest from the due date at the rate of interest specified in Section 55.03, Florida Statutes, as amended from time to time. The Association may bring an action at law against the Owner personally for non-payment of the assessment, or it may foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

(g) The Declarant shall be excused from the payment of assessments so long as the Declarant owns more than ten (10) Lots; provided, however, that the Declarant shall be obligated to pay the operating expenses of the Association which exceed the assessments receivable from the other Members and other income of the Association.

#### Article VI - Architectural Control

(a) No Owner shall erect or maintain any building, fence, light post, mailbox, wall, or other structure, nor commence or make any exterior addition to or alteration of the shape, color or appearance of the exterior of existing improvements, nor make any material alteration, addition or deletion to the landscaping of any Lot, unless and until the plans, specifications and selections showing the nature, kind, shape, height, materials, color, location and all other details

shall have been submitted to and approved in writing by an Architectural Control Committee of the Board of Directors of the Association. The plans which shall be submitted to the Architectural Control Committee shall include, but not be limited to, a site plan, a floor plan, a landscape plan, a foundation plan, and an elevation plan. The Architectural Control Committee must also approve the site plan for each dwelling or improvement with respect to its proximity to dwellings or improvements on adjacent Lots and its effect on the privacy of adjacent Lot Owners. Except with respect to the minimum requirements as set forth in paragraph (b) hereinbelow, if the Architectural Control Committee fails to take action on the Owner's plans and specifications within 30 days after its receipt of same, its approval will not be required.

(b) The minimum building and architectural control requirements applicable to the Property are as follows:

(1) The minimum size of a residential dwelling constructed on a Lot shall be 1100 heated square feet. Porches, garages, and deck areas, even if heated, shall not be included in this minimum square footage requirement.

(2) No building or other structure of any type constructed on a Lot shall exceed two (2) stories in height.

(3) Each dwelling unit shall have an enclosed garage capable of accommodating at least one automobile.

(4) No fence of any kind shall be placed or constructed on any Lot without the specific approval of the Architectural Control Committee.

(5) Each residential dwelling shall be connected to the utility systems of the City of Tallahassee, the cost of which is to be borne by the Owner.

(6) All residential dwellings shall have a front elevation of masonry construction of not less than seventy percent (70%) of the surface area, and shall have architectural detail consistent with other dwellings located on

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the Property. The Architectural Control Committee may also impose minimum masonry construction requirements for the side and/or rear elevations of residential dwellings.

(7) All roofs which front any street shall have a minimum roof pitch of 8/12, and all roofs shall have textured shingles of a medium gray color.

(8) No residential dwelling shall be constructed with plywood siding or any other siding applied as sheets.

(9) All disturbed areas of land between the front of a residential dwelling and the curb shall be sodded in an uninterrupted pattern or mulched in a controlled manner. All other disturbed land areas on each Lot must at least be seeded and/or mulched in such a way that erosion and sediment runoff is controlled. In addition, landscaping consistent with other improved Lots shall be required.

(10) All structures erected on a Lot shall comply with all applicable building codes. In no event shall a residential dwelling be constructed nearer to the front lot line than 15 feet, or nearer to the subdivision perimeter than 25 feet. The minimum side lot line setback shall be five (5) feet for those side lot lines on which the dwellings are not attached.

(11) No satellite dishes shall be permitted on any Lot or in any Common Area except satellite dishes which mount to the dwelling itself and which do not exceed twenty (20) inches in diameter.

(12) No tree with a diameter in excess of eight (8) inches shall be removed from any Lot without the prior consent of the Architectural Control Committee. Any tree with a diameter in excess of eight (8) inches which the Lot Owner plans to remove during construction of improvements must be clearly identified on the site plan submitted to the Architectural Control Committee prior to construction.

(c) Except for the minimum side lot line setback in paragraph (b)(10) hereinabove, the minimum building and architectural control requirements set forth in paragraph (b) hereinabove cannot be waived by the Architectural Control Committee. If the Architectural Control Committee fails to take action on an Owner's plans and specifications within 30 days of its receipt of same, the Owner must comply with the minimum building and architectural control requirements set forth in paragraph (b) hereinabove, including paragraph (b)(10).

Article VII - Land Use Restrictions

(a) No house, Lot, or any part thereof may be subdivided. No house shall be occupied or used except for residential purposes, except that home offices incidental to residential purposes are permitted, and except further that the Declarant and its successors or assigns may use houses as model homesites and for display and sales offices. All residential dwellings must be single-family.

(b) No noxious or offensive activities shall be carried on, in, upon or around any house or in or upon any Common Areas, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to other Owners.

(c) No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected or used on any Lot at any time, either temporarily or permanently; provided, however, Declarant may maintain offices or storage facilities during the construction and sales periods. Likewise, a contractor may maintain a temporary storage facility to store the contractor's materials during construction.

(d) No sign or billboard of any kind shall be displayed to the public view on any Lot or any portion of the Common Areas except one (1) sign of customary and reasonable

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dimension advertising a house for sale or rent, or except signs used by Declarant, his successors or assigns to advertise the Property during the construction and sales periods.

(e) All rubbish, trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. All trash and garbage shall be kept in sanitary closed containers, and concealed from street view except during collection periods.

(f) No Owner may construct or use and operate an external radio or television antenna without the prior written consent of the Architectural Control Committee. The use of a satellite dish is controlled by Article VI(b)(11) hereinabove.

(g) No disabled vehicle shall be parked or stored on any of the Common Areas, nor parked or stored on any Lot except in a garage. No boat, trailer, or recreational vehicle shall be parked or stored on any of the Common Areas nor parked or stored on any Lot except in a garage.

(h) Household pets such as dogs or cats are permitted but shall not be kept, maintained, bred, or raised for commercial purposes.

(i) Residential dwellings shall not be rented by the Owners thereof for any period less than ninety (90) days. Other than the foregoing restriction, together with any other specific limitations set forth in this Declaration, the Owners shall have the right to lease their houses provided that the lease is made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration and those contained in the Articles of Incorporation and Bylaws of the Association.

Article VIII - Dedicacion of Common Areas

Declarant, its successors and assigns reserve the right to dedicate all or part of the Common Areas to any public agency or governmental unit, and all easements in favor of the

Owners created by this Declaration are subject to this condition. This right is subject to the provisions of Article IV(d) hereinabove.

Article IX - Enforcement

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant, restriction, condition, reservations, lien or charge herein contained shall in no event be deemed a waiver of the right to do so.

Article X - Other Homeowners Associations

The Members of the Association shall not be or become members of any other homeowners association which claims or may claim jurisdiction over the Property without the concurrence of at least fifty percent (50%) of the total voting interests of the Members of the Association.

Article XI - Duration and Amendment

The covenants, conditions and restrictions of this Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by Members who hold not less than two-thirds (2/3) of the total voting interests of all the Members. To become effective, an amendment must be recorded.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this

29<sup>TH</sup> day of FEBRUARY, 1996.

OR 188360789

[Signature]  
Signature of Witness

Richard M. Powers  
Printed Name of Witness

Janna L. Smith  
Signature of Witness

Janna L. Smith  
Printed Name of Witness

MINT HILL, INC.  
2930 Wellington Circle, Suite 201.  
Tallahassee, Florida 32308

By: [Signature]  
RONALD H. HOBBS  
Its: President

Date: 29 FEBRUARY 1996

STATE OF FLORIDA

COUNTY OF LEON

BEFORE me personally appeared RONALD H. HOBBS, the President of Mint Hill Inc., who is personally known to me and who acknowledged to and before me that he executed the foregoing Declaration of Covenants, Conditions and Restrictions For Mint Hill for the purposes therein expressed.

WITNESS my hand and official seal this 29th day of February, 1996, in the State and County aforesaid.

Janna L. Smith  
Notary Public, State of Florida

Notary Public's Stamp:



JANNA L. SMITH  
MY COMMISSION # CC378138 EXPIRES  
May 22, 1998  
BONDED THRU TROY FARM INSURANCE, INC.

EXHIBIT "A"

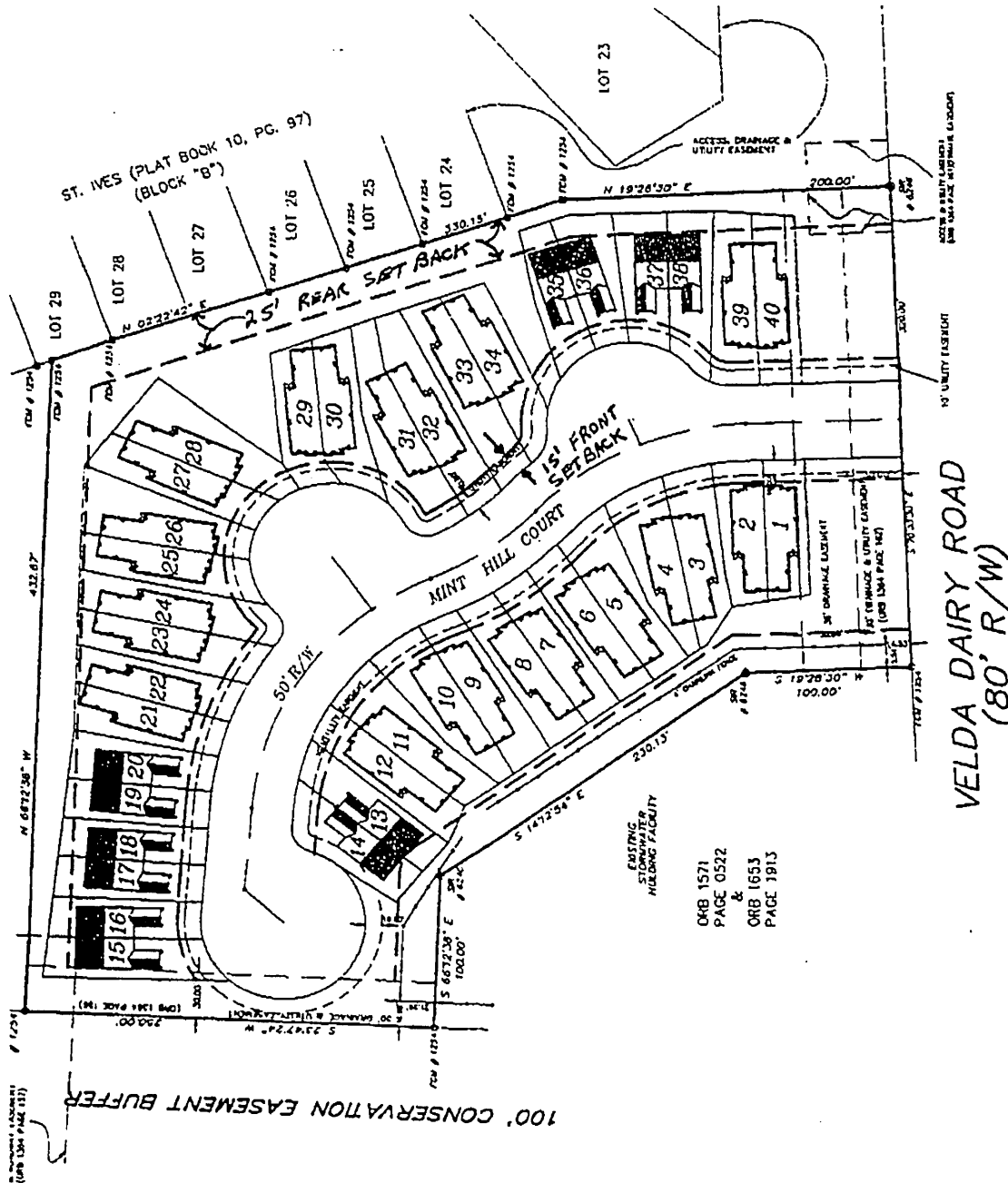
CHURCH SITE, THOMASVILLE ROAD & VELDA DAIRY ROAD

A TRACT OF LAND LYING IN SECTION 28, TOWNSHIP 2 NORTH RANGE 1 EAST LEON COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 2 NORTH RANGE 1 EAST LEON COUNTY, FLORIDA AND RUN NORTH, 89 DEGREES 55 MINUTES 47 SECONDS WEST 792.95 FEET TO A CONCRETE MONUMENT, THENCE NORTH 00 DEGREES 39 MINUTES 35 SECONDS WEST 84.02 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF PROPERTY DESCRIBED IN DEED BOOK 87, PAGE 49 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, THENCE NORTH 84 DEGREES 25 MINUTES 00 SECONDS WEST ALONG THE SOUTHERLY BOUNDARY OF SAID PROPERTY AND A PROJECTION THEREOF A DISTANCE OF 511.51 FEET TO A CONCRETE MONUMENT ON THE EASTERLY RIGHT OF WAY BOUNDARY OF THOMASVILLE ROAD (STATE ROAD NO. 61.) THENCE SOUTH 23 DEGREES 47 MINUTES 24 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY BOUNDARY AND ALONG A LINE 50 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF PAVING OF SAID THOMASVILLE ROAD A DISTANCE OF 2305.66 FEET TO A CONCRETE MONUMENT ON THE NORTHERLY RIGHT OF WAY BOUNDARY OF VELDA DAIRY ROAD (80 FOOT RIGHT OF WAY), THENCE SOUTH 70 DEGREES 33 MINUTES 30 SECONDS EAST ALONG SAID RIGHT OF WAY BOUNDARY 350.29 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE SOUTH 70 DEGREES 33 MINUTES 30 SECONDS EAST ALONG SAID RIGHT OF WAY BOUNDARY 320.00 FEET, THENCE NORTH 19 DEGREES 26 MINUTES 30 SECONDS EAST 200.000 FEET, THENCE NORTH 02 DEGREES 22 MINUTES 42 SECONDS EAST 330.15 FEET, THENCE NORTH 66 DEGREES 12 MINUTES 36 SECONDS WEST 432.67, THENCE SOUTH 23 DEGREES 47 MINUTES 24 SECONDS WEST ALONG A LINE 100 FEET EASTERLY OF AND PARALLEL WITH THE EASTERLY RIGHT OF WAY BOUNDARY OF SAID THOMASVILLE ROAD A DISTANCE OF 250.00 FEET, THENCE SOUTH 66 DEGREES 12 MINUTES 36 SECONDS EAST 100.00 FEET, THENCE SOUTH 14 DEGREES 12 MINUTES 54 SECONDS EAST 230.13 FEET, THENCE SOUTH 19 DEGREES 26 MINUTES 30 SECONDS WEST 100.00 FEET TO THE POINT OF BEGINNING.

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 PAGE 1913

EXHIBIT A  
 Page 2 of 2

THIS INSTRUMENT PREPARED BY  
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TALLAHASSEE, FLORIDA 32301

14279641  
JUL 2 1 33 PM '96  
TALLAHASSEE, FLORIDA

**BYLAWS**  
**OF**  
**MINT HILL HOMEOWNERS ASSOCIATION, INC.**

Article I - Board of Directors

(a) **Number, Qualifications and Term.** The Board of Directors shall consist of three (3) or more Directors. The number of Directors may be increased or decreased from time to time in the manner provided hereinbelow, but in no event shall the Board of Directors consist of less than three (3) Directors. Each Director shall be elected at the Association's annual meeting of Members and shall hold office until the next annual meeting and until his successor is elected and duly qualified. Directors must be sui juris (18 years of age or older and otherwise possessing legal capacity), but need not be Members of the Association.

(b) **Election.** At the Association's annual meeting of Members, each Director shall be elected by the Members by a plurality of the votes cast by voters in attendance, in person or by proxy, provided that a quorum is present.

(c) **Quorum.** A majority of the Directors shall constitute a quorum for the transaction of the Association's business by the Board of Directors. Except when a greater vote is required by these Bylaws, the Board may take any action which it is otherwise

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authorized to take upon an affirmative vote of the majority of Directors in attendance at a meeting of Directors at which at least a quorum is present.

(d) Meetings and Notice of Meetings. All meetings of the Board of Directors shall be open to all Members of the Association except for any meeting between the Board of Directors and its legal counsel with respect to pending or proposed litigation when the contents of such a meeting would be subject to the attorney-client privilege. Written notice of each meeting of the Board of Directors shall be mailed or delivered to each Director and to each Association Member no less than seven (7) days and no more than sixty (60) days prior to the scheduled meeting, except in case of an emergency. Notice of Board meetings need not specify the purpose or purposes of the meeting; provided, however, that an annual assessment may not be levied at a Board meeting unless the notice of such Board meeting contains a statement that an annual assessment is a subject which will be considered at the Board meeting.

(e) Limitations on Proxy Voting. Directors may not vote by proxy or by secret ballot, except that secret ballots may be used in the election of officers by the Board of Directors.

(f) Minutes. Minutes of all meetings of the Board of Directors shall be maintained in written form or in a form that can be converted into written form within a reasonable time.

(g) Committees of the Board of Directors. The Board of Directors may, by resolution adopted by a majority of the Directors, delegate to one or more committees of the Board some or all of the Board's authority, except that any such committee may not take any action which is required to have Board approval in accordance with any law, the

Declaration of Covenants, Conditions and Restrictions For Mint Hill, the Articles of Incorporation of Mint Hill Homeowners Association, Inc. or these Bylaws. In addition, no committee may fill vacancies on the Board or any committee thereof, or adopt, repeal or amend the Bylaws. Each committee shall have a minimum of two (2) Members who are Directors. The meetings of any committee, subcommittee, or similar body of the Board of Directors, including any meeting of an Architectural Control Committee, shall be open to all Members of the Association and shall be subject to the notice requirements of Article II(d) hereinabove relating to meetings of the Board of Directors.

(h) Increasing or Decreasing the Number of Directors. The number of Directors may be increased or decreased from time to time by the Members. A plurality of votes cast by voters in attendance, in person or by proxy, at a meeting of Members shall be required to increase or decrease the number of Directors, provided that a quorum is present at such a meeting. In no event shall the number of Directors be less than three (3). A Director who is so elected who becomes an additional Director shall remain in office until the next annual meeting of Members and his successor has been elected and qualified.

(i) Vacancy. A vacancy occurring on the Board of Directors, except a vacancy occurring as a result of removal by the Members, shall be filled by a plurality of votes of the remaining Directors, even though the remaining Directors may not constitute a quorum, or by the sole remaining Director, as the case may be. A Director who is so elected or appointed to fill a vacancy may remain in office only for the unexpired term of his predecessor.

(j) Removal. Any Director may be removed with or without cause by the Members at a special meeting of Members which is duly noticed. Removal of a Director shall

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require a plurality of the votes cast by voters in attendance, in person or by proxy, provided that a quorum is present. Any Director so removed shall be replaced by the Members upon a plurality of votes cast by voters in attendance, in person or by proxy, at the special meeting, provided that a quorum is present. Within 72 hours after removal, a Director shall turn over to the Board of Directors any and all records of the Association in his or her possession.

(k) Compensation. The Board of Directors shall have the authority to fix reasonable compensation to be paid to the Directors, officers and employees of the Association, as well as to all those persons or entities who or which provide labor, material or services to the Association.

(l) Standard of Care. Each Director shall discharge his duties as a Director as follows:

- (1) In good faith;
- (2) With the care an ordinarily prudent person in a like position would exercise under similar circumstances; and
- (3) In a manner he or she reasonably believes to be in the best interests of the Association.

(m) Powers. All Association powers shall be exercised exclusively by or under the authority of the Board of Directors. The affairs of the Association, likewise, shall be managed exclusively by or under the direction of the Board of Directors.

Article II - Association Officers

(a) Appointed by Board of Directors. The Association shall have those officers deemed necessary and appropriate by the Board of Directors, who shall be appointed by the Board, who shall have those duties and responsibilities assigned by the Board, and who shall serve at the pleasure of the Board. One person may hold more than one office or all offices of the Association. At a minimum, the Board of Directors shall elect or appoint an officer who shall have the responsibility for preparing the minutes of the meetings of the Board and of the Members, and who shall have the responsibility for authenticating records of the Association. Unless sooner removed by the Board, each officer may serve an annual term.

(b) Initial Officers. The Association shall initially have a President, a Secretary and a Treasurer. The duties of these officers are as follows:

(1) President. The President is the chief executive officer who shall manage and supervise the business and affairs of the Association under the direction of the Board of Directors.

(2) Secretary. The Secretary shall be responsible for preparing the notices for and the minutes of the meetings of the Board of Directors and of the Members. The Secretary shall also be the custodian of all Association records except financial records, and shall authenticate those records when called upon to do so. The Secretary shall perform other duties as may be assigned from time to time by the President or the Board of Directors.

(3) Treasurer. The Treasurer shall be responsible for the preparation and maintenance of the Association's financial records and shall be the custodian of the Association's financial records. At a minimum, the Treasurer shall be responsible for having

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those financial records specified in Article III(b) hereinbelow prepared and maintained. The Treasurer shall perform other duties as may be assigned from time to time by the President or the Board of Directors.

Article III - Official Records of the Association

(a) Official Records Other Than Financial Records. The official records of the Association, other than financial records, to be maintained by the Association are as follows:

(1) The Association's governing documents which include the Declaration of Covenants, Conditions and Restrictions For Mint Hill; the Articles of Incorporation of Mint Hill Homeowners Association, Inc.; the Bylaws of Mint Hill Homeowners Association, Inc.; any Rules or Regulations of the Mint Hill Homeowners Association, Inc.; and any amendments to any of these governing documents;

(2) The minutes of all meetings of the Board of Directors and of the Members which must be retained for no less than seven (7) years;

(3) A current roster of the names and mailing addresses of the Members together with each Member's Lot or parcel identification number and street address.

(4) The Association's insurance policies which must be retained for no less than seven (7) years;

(5) Plans, specifications, permits and warranties relating to any improvements to the easement areas or common areas or other property which the Association is obligated to maintain, repair or replace; and

(6) All contracts of whatever kind or description to which the Association is a party. Bids received by the Association, even if not accepted, are official records which must be retained for no less than one (1) year.

(b) . Financial Records. The official financial records of the Association to be maintained by the Association and to be retained for no less than seven (7) years are as follows:

(1) Accurate, itemized and detailed records of all receipts and expenditures;

(2) A current statement of account for each Member which shows each Member's assessment history, including the date and amount of each assessment, the date and amount of each payment, and the balance due;

(3) All tax returns, financial statements and financial reports which may have been prepared by or for the Association;

(4) Annual budgets which reflect the estimated receipts and expenditures for the coming year and the surplus or deficit from the current year. The budget must show separately all fees and charges for recreational amenities, whether owned by the Association or not;

(5) Annual financial reports which must be prepared within sixty (60) days after the close of the fiscal year and which must consist of: (i) financial statements prepared in conformity with generally accepted accounting principles; or (ii) cash basis reports showing receipts and expenditures by category and beginning and ending cash balances; and

(6) Any other records that identify, measure, record or communicate financial information.

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(c) **Inspection and Copying of Official Records by Members.** The official records of the Association shall be maintained in Leon County, Florida, and shall be available to any Member for inspection and copying within ten (10) business days after receipt by the Secretary or Treasurer of the Association, as the case may be, of a written request from a Member to inspect and copy the official records. The written request must contain a reasonably detailed description of the records to be inspected and copied. The Board of Directors may adopt written policies regarding the place, time, location and manner of record inspection, and may further impose fees to cover the actual costs for reproducing the records, except that a copy of the current year's annual budget shall be made available to each Member at no charge to the Member.

**Article IV - Meetings of Members**

(a) **Annual Meetings.** The Association shall hold an annual meeting of Members for the election of Directors and for the transaction of any other proper business at a time, date and place fixed by the Board of Directors.

(b) **Special Meetings.** The Board of Directors may also call special meetings of Members at a time, date and place fixed by the Board. In addition, upon the agreement of at least thirty percent (30%) of the total voting interests of the Members, a special meeting may be called by the Members.

(c) **Notice of Annual and Special Meetings.** Written notice of each annual and special meeting of Members must be mailed or delivered to each Director and to each Member no less than fifteen (15) days and no more than sixty (60) days prior to the scheduled meeting.

Notice of each annual meeting need not specify the purposes for which the meeting is called. Notice of each special meeting must include a description of the purposes for which the meeting is called. A special meeting is limited to those purposes described in the notice.

(d) Quorum. The percentage of voting interests, represented in person or by proxy, required to constitute a quorum at a meeting of Members shall be thirty percent (30%). Except when a greater vote is required by the Declaration of Covenants, Conditions and Restrictions For Mint Hill, the Articles of Incorporation of Mint Hill Homeowners Association, Inc. or these Bylaws, acts which may be taken by the Members require the concurrence of a plurality of the voting interests present, in person or by proxy, at a meeting of Members at which a quorum has been attained.

(e) Proxy Voting. Members may vote by proxy. A proxy must be in writing and must state the date, time and place of the meeting for which it is given. A proxy must itself be dated and signed by the Member(s) giving it, and, if applicable, must state the name of the proxy holder. Each proxy is effective only for the meeting for which it is given, as the meeting may be adjourned from time to time, but in no event is a proxy valid for more than ninety (90) days after the date of the meeting for which it was given.

Article V - Assessments

(a) Annual Assessments. The Board of Directors shall determine the amount of each annual assessment in accordance with the annual budget and the due date for each annual assessment. The annual assessment shall be fixed at a uniform rate for each Lot owned by one or more Members.

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(b) Special Assessments. The Association may also levy and collect one or more special assessments applicable only to the year of assessment. A special assessment may be levied for the limited purposes of defraying, in whole or in part, the costs of maintenance, construction, reconstruction, repair or replacement of improvements to or upon the common areas of the Mint Hill Subdivision, including fixtures and personal property related thereto. An affirmative vote of at least two-thirds (2/3) of the total voting interests of the Members shall be required to levy a special assessment. Once levied, a special assessment will be collected in the manner determined by the Board of Directors, but must be fixed at a uniform rate for each Lot owned by one or more Members.

(c) Lien for Assessments. The annual and special assessments, together with interest, costs and reasonable attorney's fees incurred by the Association for the collection of any assessment, shall be a charge and lien upon the Lot against which the assessment was levied and shall also be the personal obligation of the Member(s) who own the Lot against which the assessment was levied. An assessment is delinquent if not paid within fifteen (15) days after the due date set by the Board of Directors. Once an assessment becomes delinquent, the Association may bring an action at law against the Lot owner(s) personally or may foreclose the lien on the Lot against which the assessment was levied.

(d) Interest on Unpaid Assessments. Any assessment not paid within fifteen (15) days after the due date set by the Board shall bear interest at the rate of interest specified in Section 55.03, Florida Statutes, as amended from time to time.

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Article VI - Adoption, Repeal and Amendment of Bylaws

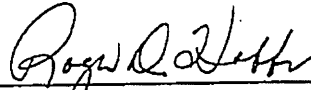
(a) By Board of Directors. The Board of Directors shall have the power and authority to adopt, repeal and amend the Bylaws of the Association. An affirmative vote of a majority of Directors shall be required to adopt, repeal or amend the Bylaws.

(b) By Members. The Members of the Association may also adopt, repeal or amend the Bylaws. An affirmative vote of in excess of fifty percent (50%) of the total voting interests of the Members of the Association shall be required to adopt, repeal or amend the Bylaws.

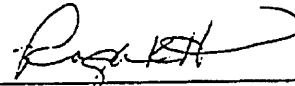
IN WITNESS WHEREOF, the undersigned Board of Directors of the Association has this 29<sup>th</sup> day of FEBRUARY, 1996, unanimously adopted the above and foregoing Bylaws.



RONALD H. HOBBS



ROGER D. HOBBS



ROGER K. HOBBS

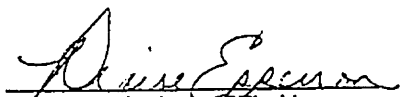
2930 Wellington Circle - Suite 201  
Tallahassee, Florida 32308

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STATE OF FLORIDA  
COUNTY OF LEON

Before me personally appeared RONALD H. HOBBS, ROGER D. HOBBS,  
and ROGER K. HOBBS, the Directors of Mint Hill Homeowners Association, Inc., who are  
personally known to me and who acknowledged to and before me that they executed the  
foregoing Bylaws of Mint Hill Homeowners Association, Inc. for the purposes therein  
expressed.

WITNESS my hand and official seal this 29<sup>th</sup> day of February  
1996, in the County and State aforesaid.

  
Notary Public, State of Florida  
Denise Epperson  
Notary Public's Stamp:

