

## **DECLARATION OF RESTRICTIVE COVENANTS**

**(SAWGRASS PLANTATION)**

**THIS DECLARATION OF RESTRICTIVE COVENANTS** is made and entered into this 15th day of May, 1995, by **SAWGRASS PLANTATION OF KILLEARN PARTNERSHIP**, a Florida General Partnership, whose mailing address is 5028 Tennessee Capital Boulevard, Tallahassee, Florida 32303 (hereinafter referred to as the "Declarant"), for itself, its heirs, grantees and assigns.

### **W I T N E S S E T H :**

1. **LANDS**. The Declarant is the owner of certain lands located in Leon County, Florida, more particularly described in Exhibit "A" attached hereto. Declarant has, or will construct townhouse residential units upon the property. These covenants and restrictions are hereby imposed on all lands described in Exhibit A" (hereinafter called the "property" or the "lands"), effective as set forth in paragraph 3. below.

2. **NAME**. The name by which the property shall be known and identified is "**SAWGRASS PLANTATION**".

3. **SUBMISSION OP PROPERTY TO RESTRICTIVE COVENANTS**.  
Declarant impresses and imposes upon the property these

restrictive covenants, which shall run with the land. This Declaration shall be binding upon Declarant, its heirs and assigns. All restrictions, reservations, easements and cross-easements set forth herein shall be binding upon any grantor and grantee, or their assigns and successors in interest as if set forth in full in the instrument of conveyance.

4. **DEFINITIONS**. The terms used in the restrictions shall have the following meanings:

A. "Townhouse" shall mean the parcel of real property, and the single-family living unit constructed on it. Each townhouse as currently designed may be a part of a duplex of two (2) townhouses with each townhouse sharing a "common" or "party" wall with adjoining townhouse owner.

B. "Single Family Residence" shall mean an unattached or free standing house that serves as a home for one family. Single family residences may or may not be built by Declarant on the property.

C. "Unit" shall mean either a townhouse or single family the land it is built upon.

D. "Homeowner" or "Unit Owner" means the owner of a townhouse or single family residence.

E. "Association" means **SAWGRASS PLANTATION OF KILLEARN HOMEOWNERS ASSOCIATION, INC.**, a non-profit association, and its successors, which association shall be responsible for the operation, maintenance and management of **SAWGRASS PLANTATION SUBDIVISION**. The association shall have the rights, duties and obligations as are set forth in this Declaration; the Bylaws and the Articles of Incorporation.

F. "Bylaws" shall mean such bylaws as are established by the association from time to time.

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

H. "Property" means and includes the land described in Exhibit "A", and all improvements thereon, together with all easements and rights appurtenant to the property intended for use in connection with the property, and necessary to effectuate the purpose and intent of Declarant as set forth herein.

I. "Duplex" shall mean a free standing building consisting at two (2) adjoining townhouses built with common or party walls and not connected on either side to other townhouse units.

J. "Parking Pads" means the parking area constructed in front of each building for the use of the homeowners within the building.

5. **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.**

A. **Membership:** Any person who owns property that is subject to these restrictions shall automatically be a member of the association provided, however, that where any unit 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 unit.

In the event the owner of a unit is a corporation or partnership, a partner or corporate officer shall be designated to cast the vote on behalf of the partnership or corporation.

B. **Voting Rights:** The association shall have two (2) classes of voting members as follows:

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

"Class B" - The Class B member shall be the Declarant, who shall be entitled to exercise two (2) votes for each unit owned by Declarant or to be

constructed as shown on the approved preliminary plat of the property.

**6. ASSESSMENTS AND LIENS.** Each owner, by the acceptance of a deed for a townhouse or single family residence located within the property, whether or not it shall be so expressed in such deed, covenants and agrees to pay the association:

A. Annual assessments or charges as herein set forth and as established by the association; and

B. special assessments for capital or other improvement or acquisitions, which assessments are to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorneys' fees required to collect the same, if any, shall be a lien against the townhouse owned by the party failing to make the payment as due; provided, however, that any such lien shall be subordinate and inferior to any first mortgage on such townhouse. Assessments shall be made pursuant to the bylaws of the association. No townhouse owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the easement areas or by the abandonment of his townhouse. The Declarant shall not be obligated for payment of assessments for

townhouse units he owns within the subdivision unless Declarant's units are rented. If Declarant's units are rented, he shall pay a prorated amount only while the unit is occupied by a tenant. In return for not paying homeowners dues, Declarant shall maintain the entranceway and common area until such time as Declarant elects to turn maintenance over to the homeowners association and begins to pay dues on units owned by tile Declarant.

7. **PURPOSE OF ASSESSMENTS.** The assessments levied by the association shall be used to promote and maintain the health, safety and welfare of the members of the association, and in particular, for the improvement and maintenance in a first-class condition and in a good state of repair of the entrances to the subdivision and such other areas which are maintained by the association, whether owned by the association or by a townhouse owner and maintained by the association.

8. **DEPOSIT OF ASSESSMENTS.** All sums from assessments or related payments shall be collected and held by the association and shall be used for the purposes set forth in these Restrictive Covenants, the Articles of Incorporation, Bylaws or other agreements among the townhouse owners. Declarant shall not be responsible for the payment of any assessments on any

property in the subdivision until a unit the Declarant may be building is completed and ready for occupancy.

**9. AMOUNT OF ANNUAL ASSESSMENTS.** The annual assessment per townhouse unit shall be One Hundred Eighty Dollars and No Cents (\$180.00) for the year 1995. If any single family residences are built, the annual assessments for each single family will be set by the Declarant. Should the Declarant elect to build a swimming pool, the annual assessment may increase at that time based on the additions. Thereafter, the assessment shall be set by a vote of the Board of Directors of the association. The assessments may be paid in whole or in monthly installments. The Board of Directors may not *increase* the annual assessments by more than ten percent (10%) over the previous year\*s assessments without the approval of a majority of the townhouse unit owners to raise their assessments or the approval of the single family unit owners to raise the assessments on single family units.

**10. SPECIAL ASSESSMENTS.** In addition to the annual assessments authorized above, the association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost

of any construction, re-construction, repair or replacement of the improvements or easements within the property. The decision to make the special assessment and the amount of the assessment shall be made in accordance with the Articles of Incorporation and Bylaws of the association.

**11. COLLECTION OF ASSESSMENTS.** If payments of assessments are to be made monthly then all payments shall be due on the first (1st) day of each calendar month and shall be delinquent if not paid by the tenth (10th) day of each month. No set-offs shall be allowed to any unit owner for repairs or improvements, or services contracted for by any unit owner without the express written authorization of the Board of Directors of the association. The association shall be entitled to collect from the unit owner all legal costs including a reasonable attorney's fee incurred by the association in connection with or incident to the collection of such assessment and/or late charges or fees or in connection with the enforcement of the lien resulting therefrom.

**12. SERVICE CHARGE OF DELINQUENT ASSESSMENTS.** In order to defray the cost of additional bookkeeping, billing and related expenses, all assessments not paid by the tenth (10th) day of each month may, upon decision of the Board of Directors of the



association, bear a service charge of Five Dollars and No Cents (\$5.00) per month from the due date.

**13. EFFECT OR TRANSFER OF TITLE ON ASSESSMENT.** The sale or transfer of any unit shall not affect the assessment lien; provided, however, the sale or transfer of any unit pursuant to mortgage foreclosure or any proceedings in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such unit from liability from any assessment thereafter becoming due or from the lien thereof.

**14. ADDITIONAL DUTIES AND POWERS OF ASSOCIATION.** In addition to the duties and powers of the association, as hereinabove set forth, and in addition to any powers and duties set forth in the Articles of Incorporation and Bylaws of the association, the association shall:

A. Maintain and otherwise manage all the common areas and all improvements and landscaping on the common areas and at the entrances to the subdivision.

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

C. Obtain and maintain such policy or policies of insurance as the association may deem necessary or desirable in protecting the interest of the association and its members.

D. Have the authority to employ a manager or other person and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the association, including a yard maintenance service.

E. The Declarant or the association may build, at its sole election, a swimming pool for the use and benefit of the unit owners and their guests and invitees. Such pool, if built, will be owned by the association, and the association will be responsible for the maintenance of the pool. The association will have the authority to make and enforce rules governing the use of the pool, if built. The size and shape of the pool will be determined by the Declarant, but will be the minimum standard required by the applicable governing authority.

**15. EXTERIOR MAINTENANCE OF TOWNHOUSES AND OTHER AREAS.**

The association may maintain, at its election, all of the yards within the subdivision and all of the common areas and shall pay

for such maintenance from the annual assessments. The association's agents or employees shall have the right to go onto the property of any unit owners for the sole purpose of maintenance as provided for in this paragraph. Any contract for continual maintenance of the yards and common area shall be approved by the Board of Directors of the association after solicitation of at least three (3) bids from persons or firms capable of providing similar landscaping services.

16. **EASEMENTS**. The following easements shall be deemed to be covenants running with the land with relation to the units and the property described in Exhibit "A".

A. Fencing easement along and upon the boundaries of the property. The Declarant may erect a fence upon all or parts of the boundaries of the property. The association may subsequently decide to erect on such boundaries, additional or alternative fencing. The association shall maintain such fences as are erected initially by the Declarant or thereafter by the association. All townhouse owners in **SAWGRASS PLANTATION** will allow the association or its agents or designees the right to go over or upon lots within **SAWGRASS PLANTATION** for the purpose of construction, maintenance and repair of such fencing.

B. Utility easements are reserved through the property for utility services in order to properly and adequately serve all units constructed within the property; provided, however, that such easements through any of the units shall be only according to the plans and specifications or as the building on the property is actually constructed unless approved in writing by the unit owner. Utilities as used in this paragraph shall be given a broad meaning and shall include, but not be limited to an easement for the installation, repair and maintenance of electric, telephone, water, cable television and sanitary sewer lines and facilities, and drainage facilities.

C. If any unit shall encroach upon any easement area or other lot by reason of original construction, then an easement appurtenant to such encroaching unit, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

D. Whenever sanitary sewer, water, electricity, cable television, telephone lines or connections are installed within the property, which connections or lines or any portions thereof lie within the units or the townhouse lots owned by homeowners other than the owner of a townhouse served by said lines or

connections, the owner of any townhouse served by said connections shall have the right and is hereby granted an easement to the full extent necessary to enter upon such units or townhouse lots or to have the utility companies enter upon the units or lots in or upon which said connection

or lines or any portions thereof lie or are located, to repair, replace and generally maintain the connections as may be necessary. Whenever sanitary sewer, water, electricity, cable television or telephone lines or connections are installed within the property, which connection or lines serve more than one townhouse, the owner of each such townhouse served by said connection and lines shall be entitled to the full use and enjoyment of such portions of the connections and lines as serve his townhouse, and such owners shall be jointly and equally responsible for the maintenance or repair of any jointly used connections.

F. Each townhouse or other such free standing building as may be constructed will be constructed with a "parking pad" for the use of all of the owners of the units within the building. Each homeowner within each building shall have a non-exclusive easement for himself, his agents, invitees, heirs and

assigns for access and parking over and across the parking pad constructed as a part of the building of which his unit is a part.

**17. PARKING.** Any boats kept on the property shall be stored on the parking pads only. No boats shall be stored on the property that exceed fifteen feet (15') in length. No non-operable motor vehicles shall be parked on the property in excess of seven (7) consecutive days. No owner shall be entitled to use more than one (1) parking space for a boat, motorhome or travel trailer or other vehicle not used for regular day-to-day transportation. No unit owner may use a parking space for a boat, motor vehicle, trailer or other motor vehicle if the household of the unit owner utilizes more than one motor vehicle on a regular basis.

**18. LAND USE AND BUILDING TYPE.** No townhouse shall be occupied or used except for residential purposes by the owners, their tenants or social guests, except that Declarant may use townhouses owned by him for display and sales offices.

**19. ARCHITECTURAL CONTROL:** No building, shed or other structure of any type, including but not limited to fences and swimming pools, whether of a temporary or permanent nature, shall be built, placed or allowed to exist on any lot, nor shall

any exterior modification of any unit be made without the prior written approval of the Board of Directors of the association or their designee, except that approval shall be solely with Declarant so long as Class B membership exists. Any owner seeking approval shall submit detailed plans and specifications showing proposed locations on the property.

**20. NUISANCES.** No noxious or offensive activities shall be carried on, in, upon or around any unit or in or upon any easement areas, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the remaining homeowners or their tenants or licensees or any of them which shall in any way interfere with the quiet enjoyment of such of the owners, tenants or licensees of his respective living unit or which shall in any way increase the rate of insurance for the property.

**21. SIGNS.** No sign of any kind shall be displayed to the public view on any unit or any portion of the easement areas, except one sign of customary and reasonable dimension advertising for sale or rent, and except for signs used by Declarant, his business successors or assigns to advertise the property or the units during the construction and sale.

**22. GARBAGE DISPOSAL.** All rubbish, trash and garbage shall be regularly removed from the property and shall not be allowed to accumulate thereon. All trash, garbage and other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

**23. EXTERIOR APPEARANCE OF EACH UNIT.** No unit owner may make any alterations or additions to any unit or change the exterior color of any unit without first obtaining the written consent of the Board of Directors of the association approving the plans and specifications for the changes or alterations to be made to the unit or the color of any proposed repainting.

All drapes or curtains visible to the outside of any townhouse unit shall have a white backing.

**24. ROOFING:** The roof of each duplex serves as the roof for both units in the duplex building. The unit owners in each duplex shall be equally responsible for the cost of maintenance repair or replacement of the roof of the duplex in which the unit is located. If a roof of a duplex is damaged or destroyed or is otherwise in need of repair or replacement, any owner who has a unit in the duplex needing the repair or replacement may, after notice to the other duplex unit owner, make such repairs



or replacement, and the other duplex unit owner shall contribute to the cost of such repair or replacement in equal shares. This right of contribution shall be without prejudice to any right to call for a larger contribution under any rules of law regarding liability for negligent or willful acts or omissions.

Notwithstanding any other provision in this paragraph, an owner who by his negligent or willful acts causes damages to the roof of a duplex exposing the other unit in the duplex to the elements shall be liable for any such damage and shall bear the entire cost of furnishing the necessary protection against the elements for the other unit.

**25. FENCES:** No fences shall be allowed in the front of any duplex building. Backyard fences may extend from the rear of the unit to no more than five feet (5') from the back lot line. Backyard fences on townhouse units may not extend outside of a line that is an extension of line from the corner of the building to the rear property line. No fence shall be placed so as to prevent the use of easement for the purpose of which the easement was established. Therefore, subject to the foregoing restriction, a backyard fence for a corner unit in a duplex building may extend from the rear corner of the building parallel to the property line to within five feet (5') of the back lot line. In addition, all fences must provide access from

the rear to allow entry of yard maintenance crews employed by the association. Notwithstanding anything in this paragraph to the contrary, consent of the Board of Directors of the association must be obtained as provided for in the Declaration of Restrictive Covenants before any fence is constructed by any unit owner.

**26. RIGHT TO LEASE.** The homeowners shall have the right to lease or rent their townhouse, 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, the Bylaws and any rules and regulations of the association.

**27. REGULATIONS.** Reasonable regulations concerning the use of the property including common easement areas and all other areas which the association maintains, regardless of fee ownership, may be made and amended from time to time by the association. Copies of such regulations and amendments shall be furnished by the association to all owners and residents upon request.

**28. PETS.** Household pets such as dogs or cats are permitted, but no dog or cat shall be permitted to run free, and it must be on a leash or under the direct control of its owner

when it is anywhere on the property other than upon the owner\*s lot.

**29. LIMITATION OF LIABILITY OF ASSOCIATION.**

Notwithstanding the duties of the association, specifically including, but not limited to its duty to maintain and repair the entrances and the common areas, the association shall not be liable to homeowners, their invitees or guests for injury or damage caused by any latent defect or condition of the property owned, or to be maintained and repaired by the association or caused by acts of God or by third parties.

**30. ESTIMATES OF COST OF REPAIRS AND RECONSTRUCTION.**

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

**31. ENFORCEMENT OF OBLIGATIONS.** Each homeowner shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation of the association, the Bylaws of the association and any regulations adopted by the association.

Upon failure of a homeowner to so comply, the Declarant, the association, any mortgagees having a first lien, or other homeowners shall have the right to institute legal proceedings, and the prevailing party shall be entitled to recover its or his legal costs including a reasonable attorney\*s fee. The failure of any of the foregoing named entities or persons to enforce any right, requirement, restriction, covenant or other provisions of the hereinabove documents shall not be deemed to be a waiver of the right to seek judicial redress against subsequent non-compliance therewith.

**32. INSURANCE.** Each townhouse owner shall maintain fire and extended coverage insurance on his townhouse and improvements in an amount equal to the maximum insurable replacement value. The association may require the townhouse owner to provide written evidence of such coverage annually. In the event of loss, subject to the consent and approval of any mortgagees named as loss payees, all insurance proceeds shall be used to promptly repair or replace the damaged property unless the Board of Directors of the association shall otherwise agree.

**33. PARTY WALLS.** Each wall built as a part of the original construction of a townhouse within the subdivision and placed on the dividing line between the lots shall constitute a party wall, and to the extent not inconsistent with the

provisions of this paragraph, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

If a party wall is destroyed or damaged by fire or other casualty, any owner who has use of the wall may restore it, and if the other owners thereafter shall make use of the wall, they shall contribute to the cost of restoration in proportion to such use. This right of contribution shall be without prejudice to any right to call for a larger contribution under any rule of law regarding liability for negligent or willful acts or omissions.

Notwithstanding any other provisions in this paragraph, an owner who, by his negligent or willful acts causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

The right of any owner to contribution from any other owner under this paragraph shall run with the land, and shall pass to such owner's successors in title.

**34. AMENDMENTS TO DECLARATION.**

A. **Amendments by Declarant:** Until Declarant's Class B membership in the association is terminated as herein provided, Declarant acting alone may amend these Restrictive Covenants, except that prior approval of the Federal Housing Authority (FHA) and Veterans Administration (VA) must be obtained before any additional property is annexed to the subdivision, any common areas are dedicated to a public entity, or the Articles of Incorporation of the association are amended. All other amendments or modifications may be made by Declarant without obtaining the prior consent of FHA/VA, the association, or the homeowners; 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 setback restrictions, if the Declarant, in its 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.

B. **Amendments By Owners:** Except as provided in this Declaration, this Declaration may be amended (i) by the consent of the owners of two-thirds (2/3) of all units, together with (ii) the approval or ratification of a majority of the Board of Directors of the association. The aforementioned consent of the homeowners may be evidenced by a writing signed by the required number of homeowners or by the affirmative vote of the required number of homeowners 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.

35. **ANNEXATION:** As long as Declarant holds Class B voting rights, it may, with prior approval of FHA/VA, elect to annex additional property into the subdivision known as **SAWGRASS PLANTATION**; provided, however, such additional property is subject to these or similar Restrictive Covenants.

36. **FHA/VA APPROVAL:** So long as Class B membership exists, the following actions shall require the prior approval of the Federal Housing Authority and/or Veterans Administration: annexation of additional properties to the subdivision;

dedication of common areas to public use; and any amendment to the Articles of Incorporation of the association. These restrictions, unless prohibited by rule of law, may be amended from time to time by the association after first obtaining the written consent of two-thirds (2/3) of the then current unit owners.

**37. DEVELOPMENT BY DECLARANT.** No provisions contained herein shall prevent Declarant, its contractors or subcontractors from performing such work and activities as are reasonably necessary or advisable in connection with the construction of any townhouses or single family residence or other improvements upon the property, nor shall said provisions in any way prevent the Declarant from maintaining such sign or signs on the property as may be necessary for the sale, lease or other disposition thereof.

**38. ELECTION OF BOARD OF DIRECTORS.** In addition to all other rights and privileges granted to the Declarant under this Declaration, and notwithstanding any provisions of the Articles of Incorporation and Bylaws to the contrary, the Declarant shall be entitled to appoint all of the members of the Board of Directors of the association. This right shall continue until the sooner of when: (1) the Declarant formally turns over



control to the association; or (2) the Declarant no longer has an ownership interest in the property.

**39. TERMINATION OF RESPONSIBILITY OF DECLARANT.** At such times as the Declarant sells, conveys or otherwise disposes of his interest in and to all, of the units, the Declarant shall be relieved of the performance of any duty or obligation hereunder.

**40. VARIANCES.** Variances for minor deviations from this Declaration may be granted by Declarant or the association at any time to Declarant or any property owner within the property. Variances for such minor deviations, if any, are discretionary.

**41. TITLES.** The titles of each of the paragraphs or subdivisions thereof contained herein are for convenience only and shall be deemed to have no legal effect.

**42. SEVERABILITY.** The invalidity in whole or in part of any covenant, condition, restriction agreement, provision, section, subsection, sentence, clause, phrase or word contained in this Declaration or in the Articles of Incorporation, Bylaws and regulations of the association shall not affect the validity of the remaining portions.

**43. TERMINATION.** Unless sooner terminated according to the manner herein provided, these Restrictive Covenants, but not

the easement granted hereby, shall terminate on December 31, 2010.

**IN WITNESS WHEREOF**, the Declarant has caused this Declaration of Restrictive Covenants to be executed the day and year first above written.

**WITNESSES**

(Please Type or Print Name Beneath Signatures):

**SAWGRASS PLANTATION OF  
KILLEARN PARTNERSHIP**

\_\_\_\_\_

By:

Witness - **Michael Dimitroff**

**HOSSEIN GHAZVINI-NEJAD,**

**General Partner**

\_\_\_\_\_

Witness - **Terri L. McCormick**

\_\_\_\_\_

By:

\_\_\_\_\_

Witness - **Michael Dimitroff**

**MOHAMMAD SAEED-YAZDANI,**

**General Partner**

\_\_\_\_\_

Witness - **Terri L. McCormick**

STATE OF FLORIDA,

COUNTY OF LEON.

The foregoing Declaration of Restrictive Covenants pertaining to **SAWGRASS PLANTATION** was acknowledged before me by **HOSSEIN GHAZVINI-NEJAD**, a General Partner of **SAWGRASS PLANTATION OF KILLEARN PARTNERSHIP**, a Florida General Partnership, who is personally known to me, and who did not take an oath, on this 15th day of May, 1995.

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**NOTARY PUBLIC**

(Please Type or Print Name of Notary)

My Commission Expires:

F. MICHAEL DIMITROFF

MY COMMISSION EXPIRES

October 22, 1997

BONDED THROUGH TROY FAN INSURANCE,

INC.

STATE OF FLORIDA,

COUNTY OF LEON.

The foregoing Declaration of Restrictive Covenants pertaining to **SAWGRASS PLANTATION** was acknowledged before me by **MOHAMMAD-SAEED-YAZDANI**, a General Partner of **SAWGRASS PLANTATION OF KILLEARN PARTNERSHIP**, a Florida General Partnership, who is personally known to me, and who did not take an oath, on this 15th day of May, 1995.

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**NOTARY PUBLIC**

(Please Type or Print Name of Notary)

My Commission Expires:

F. MICHAEL DIMITROFF

MY COMMISSION EXPIRES

October 22, 1997

BONDED THROUGH TROY FAN INSURANCE,

INC.

## EXHIBIT A

### class=Section2>

Begin at the Northwest corner of the Northeast Quarter of Section 9, Township 1 North, Range 1 East, Leon County, Florida, and run South 1516.81 feet to a concrete monument (PLS #4816), thence North 57 degrees 02 minutes 15 seconds East 131.91 feet to a concrete monument (PLS #4816), thence North 20 degrees 19 minutes 00 seconds East 116.22 feet to a concrete monument (PLS #4816), thence South 82 degrees 37 minutes 12 seconds East 169.99 feet to a concrete monument (PLS #4816), thence South 03 degrees 54 minutes 00 seconds East 458.80 feet to a concrete monument (PLS #4816), thence North 83 degrees 29 minutes 00 seconds West 138.05 feet to a concrete monument (PLS #4816), thence South 20 degrees 06 minutes 07 seconds West 83.73 feet to a concrete monument (PLS #4816) lying on the Northerly right of way boundary of Raymond Diehl Road on a curve concave to the North, thence along said right of way curve with a radius of 570.00 feet, through a central angle of 32 degrees 12 minutes 08 seconds, for an arc distance of 320.36 feet (the chord of said arc being North 87 degrees 14 minutes 47 seconds East 316.16 feet) to a concrete monument (PLS #4816), thence leaving said right of way boundary run south 22.21 feet to the centerline of Raymond Diehl Road, thence North 70 degrees 15 minutes 31 seconds East along said centerline a distance of 17.20 feet, thence North 65 degrees 01 minute 12 seconds East along said centerline a distance of 47.59 feet, thence North 58 degrees 39 minutes 00 seconds East along said centerline a distance of 99.06 feet, thence North 48 degrees 13 minutes 50 seconds East along said centerline a distance of 100.58 feet, thence North 43 degrees 36 minutes 56 seconds East along said centerline a distance of 100.38 feet, thence North 42 degrees 33 minutes 53 seconds East along said centerline a distance of 102.77 feet, thence North 38 degrees 06 minutes 00 seconds East along said centerline a distance of 94.37 feet, thence North 33 degrees 32 minutes 05 seconds East along said centerline a distance of 103.47 feet, thence North 32 degrees 33 minutes 23 seconds East along said centerline a distance of 94.63 feet, thence North 35 degrees 31 minutes 01 second East along said centerline a distance of 99.20 feet, thence North 41 degrees 05 minutes 12 seconds East along said centerline a distance of 97.28 feet, thence North 50 degrees 29 minutes 15 seconds East along said centerline a distance of 93.67 feet, thence North 57 degrees 53 minutes 14 seconds East along said centerline a distance of 93.02 feet, thence North 60 degrees 29 minutes 29 seconds East along said centerline a distance of 31.37 feet, thence leaving said centerline and run North 00 degrees 14

minutes 42 seconds West 1065.89 feet to a concrete monument (PLS #1254), thence North  
89 degrees

40 minutes 08 seconds West 1319.89 feet to the POINT OF BEGINNING.

class=Section4>

**ARTICLES OF INCORPORATION**

**OF**

**SAWGRASS PLANTATION OF KILLEARN**

**HOMEOWNERS ASSOCIATION, INC.**

The undersigned, acting as incorporator of a non-profit corporation under Chapter 617 of the Florida Statutes, does hereby adopt the following Articles of Incorporation:

**ARTICLE I**

The name of the corporation (hereinafter called the Association) is **SAWGRASS PLANTATION OF KILLEARN HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE II**

The owners of property in **SAWGRASS PLANTATION** and such other owners of property as may later be annexed into the subdivision known as **SAWGRASS PLANTATION** shall be members of this Association. The legal description of the property

currently composing **SAWGRASS PLANTATION** is described in Exhibit "A" attached hereto.

The specific primary purpose for which the Association "S formed is to provide for maintenance of any common areas within the subdivision. Generally, the Association\*s purpose is to promote the health, safety, and welfare of the residents within the subdivision.

In furtherance of the specific and general purposes, the Association shall have power to:

(a) Perform all of the duties and obligations of the Association as set forth in restrictive covenants applicable to the subdivision;

(b) Affix, levy and collect and enforce payment by any lawful means of, all charges and assessments pursuant to the terms of the applicable restrictive covenants; and pay all expenses in connection therewith, and all office and other expenses incidental to the conduct of the business of the Association;

(c) Acquire (by gift, purchase, or otherwise), own, hold and improve, build upon, operate, maintain, convey, sell, lease,



transfer, dedicate to public use, or otherwise dispose of, real and personal property in connection with the affairs of the Association;

(d) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes; or annex additional residential property or common areas, provided that any merger, consolidation or annexation, shall have the assent by vote or written instrument of two-thirds (2/3) of the votes of the Association;

**class=Section5>**

(e) Have and exercise any and all powers, rights, and privileges that a non-profit corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise.

The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by assessments against members as provided in the restrictive covenants, and no part of any net earnings of the Association will inure to the benefit of any member.

### **ARTICLE III**

Every person or entity who is a record owner of a fee or undivided tee interest in any unit which is within the property described in Exhibit "A", but excluding persons or entities holding title merely as security for performance of an obligation, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a unit.

#### **ARTICLE IV**

The period of duration of the Association shall be perpetual.

#### **ARTICLE V**

The address of the principal office of the Association, and the name of the registered agent at such address, is:

**MEHRDAD GHAZVINI**

**5028 Tennessee Capital Blvd.**

**Tallahassee, FL 32303**

#### **ARTICLE VI**

The affairs of the Association shall be managed by a board of directors, a president and vice president, who shall at all

times be members of the board of directors, and a secretary and treasurer. Such officers shall be elected at the first meeting of the board of directors following each annual meeting of members. The method of election of the directors shall be as stated in the Bylaws.

The names of the officers who are to serve until the first election are:

<b>HOSSEIN GHAZVINI</b>	-	<b>President</b>
<b>BEHZAD GHAZVINI</b>	-	<b>Vice-President</b>
<b>MEHRAN GHAZVINI</b>	-	<b>Vice-President</b>
<b>MOHAMMAD-SAEED YAZDANI</b>	-	<b>Vice-President</b>
<b>ROOZBEH YAZDANI</b>	-	<b>Vice-President</b>
<b>MEHRDAD GHAZVINI</b>	-	<b>Secretary/Treasurer</b>

#### **ARTICLE VII**

The number of persons constituting the first board of directors of the Association shall be six (6), and the names and addresses of the persons who shall serve as directors until the first election are:

**HOSSEIN GHAZVINI**

**MEHRDAD GHAZVINI**

5028 Tennessee Capital Blvd. 5028 Tennessee Capital Blvd.

class=Section6>

Tallahassee, FL 32303 Tallahassee, FL 32303

BEHZAD GHAZVINI

MEHRAN GHAZVINI

5028 Tennessee Capital Blvd.5028 5028 Tennessee capital Blvd.

Tallahassee, FL 32303 Tallahassee, FL 32303

MOHAMMAD-SAEED YAZDANI ROOZBEH YAZDANI

5028 Tennessee Capital Blvd. 5028 Tennessee Capital Blvd.

Tallahassee, FL 32303 Tallahassee, FL 32303

#### ARTICLE VIII

The Bylaws of the Association may be made, altered, or rescinded at any annual meeting of the Association, or at any special meeting duly called for such purpose, on the affirmative vote of a majority of each class of members existing at the time of and present at such meeting, except that the initial Bylaws of the Association shall be made and adopted by the directors.

#### ARTICLE IX

Amendments to these Articles of Incorporation may be proposed by any member of the Association. These Articles may be amended at any annual meeting of the Association or at any special meeting duly called and held for such purpose, on the affirmative vote of two-thirds (2/3) of each class of members existing at the time of, and present at such meeting.

#### **ARTICLE X**

##### **class=Section7>**

The Association shall have two (2) classes of voting members as follows:

Class A - Class A members shall be all owners of property within the subdivision with the exception of Declarant, and shall be entitled to one (1) vote for each unit owned as defined in the restrictive covenants. When more than one (1) person holds an interest in any unit, all such persons shall be members. The vote or votes for such unit shall be exercised as such members may determine among themselves.

Class B - The Class B member shall be the Declarant, as such term is defined in the Declaration of Restrictive Covenants of SAWGRASS PLANTATION, who shall be entitled to two (2) votes for each unit within the subdivision owned by Declarant to be

constructed as shown on the approved preliminary plat of the property.

#### **ARTICLE XI**

On dissolution, the assets of the Association shall be distributed to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event such distribution is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust, or other organization organized and operated for such similar purposes.

#### **ARTICLE XII**

Notwithstanding any other provision of these Articles to the contrary, so long as Class S membership exists, the following actions shall require the prior approval of the Federal Housing Authority and the Veterans Administration: annexation of any additional property, mergers or consolidations, mortgaging of common areas, dedication of common areas to public use, dissolution, or amendment of the Articles of Incorporation.



**BEFORE ME**, the undersigned authority, personally appeared **HOSSEIN GHAZVINI-NEJAD** and **MOHAMMAD-SAEED YAZDANI**, in their capacity as General Partners of **SAWGRASS PLANTATION OF KILLEARN PARTNERSHIP**, who, first being duly sworn by me, and to me well known to be the individuals described in the foregoing Articles of Incorporation, acknowledged to and before me that they executed the same for the purposes expressed therein.

**WITNESS** my hand and official seal on this 15th day of May, 1995.

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**NOTARY PUBLIC**

My Commission Expires:

F. Michael Dimitroff

MY COMMISSION # CC323791 EXPIRES

October 22, 1997

BONDED THRU TROY FAIN INSURANCE, INC.



**CERTIFICATE OF DESIGNATION OF  
REGISTERED AGENT/REGISTERED OFFICE**

Pursuant to the provisions of Section 607.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the Registered Office/Registered Agent, in the State of Florida:

1. The name of the corporation ("Association") is  
**SAWGRASS PLANTATION OF KILLEARN HOMEOWNERS ASSOCIATION, INC.**

2. The name and address of the Registered Agent and principal office is:

**MEHRDAD GHAZVINI**  
**5028 Tennessee Capital Blvd.**  
**Tallahassee, FL 32303**

**DATED** this 15th day of May, 1995.

**SAWGRASS PLANTATION OF KILLEARN  
HOMEOWNERS ASSOCIATION, INC.**

By: \_\_\_\_\_

**HOSSEIN GHAZVINI,**

**Its President**

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HERESY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT ZN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AN FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

\_\_\_\_\_  
**MEHRDAD GHAZVINI**

**DATED:** May 15th, 1995

Begin at the Northwest corner of the Northeast Quarter of Section 9, Township 1 North, Range 1 East, Leon County, Florida, and run South 1516.81 feet to a concrete monument (PLS #4816), thence North 57 degrees 02 minutes 15 seconds East 131.91 feet to a concrete monument (PLS #4816), thence North 20 degrees 19 minutes 00 seconds East 216.22 feet to a concrete monument (PLS #4816), thence South 82 degrees 37 minutes 12 seconds East 169.99 feet to a concrete monument (PLS #4816), thence South 03 degrees 54 minutes 00 seconds East 458.80 feet to a concrete monument (PLS #4816), thence North 83 degrees 29 minutes 00 seconds West 138.05 feet to a concrete monument (PLS #4816), thence South 20 degrees 06 minutes 07 seconds West 83.73 feet to a concrete monument (PLS #4816) lying on the Northerly right of way boundary of Raymond Diehl Road on a curve concave to the North, thence along said right of way curve with a radius of 570.00 feet, through a central angle of 32 degrees 12 minutes 08 seconds, for an arc distance of 320.36 feet (the chord of said arc being North 87 degrees 14 minutes 47 seconds East 316.16 feet) to a concrete monument (PLS #4816), thence leaving said right of way boundary run South 22.21 feet to the centerline of Raymond Diehl Road, thence North 70 degrees 15 minutes 31 seconds East along said centerline a distance of 17.20 feet, thence North 65 degrees 01 minute 12 seconds East along said centerline a distance of 47.59 feet, thence North 58 degrees 39 minutes 00 seconds East along said centerline a distance of 99.06 feet, thence North 48 degrees 13 minutes 50 seconds East along said centerline a distance of 100.58 feet, thence North 43 degrees 36 minutes 56 seconds East along said centerline a distance of 100.38 feet, thence North 42 degrees 33 minutes 53 seconds East along said centerline a distance of 102.77 feet, thence North 38 degrees 06 minutes 00 seconds East along said centerline a distance of 94.37 feet, thence North 33 degrees 32 minutes 05 seconds East along said centerline a distance of 103.47 feet, thence North 32 degrees 33 minutes 23 seconds East along said centerline a distance of 94.63 feet, thence North 35 degrees 31 minutes 01 second East along said centerline a distance of 99.20 feet, thence North 41 degrees 05 minutes 12 seconds East along said centerline a distance of 97.28 feet, thence North 50 degrees 29 minutes 15 seconds East along said centerline a distance of 93.67 feet, thence North 57 degrees 53 minutes 14 seconds East along said centerline a distance of 93.02 feet, thence North 60 degrees 29 minutes 29 seconds East along said centerline a distance of 31.37 feet, thence leaving said centerline and run North 00 degrees 14 minutes 42 seconds West 1065.89 feet to a concrete monument (PLS #1254), thence North 89 degrees 40 minutes 08 seconds West 1319.89 feet to the POINT OF BEGINNING.

## **BYLAWS**

**OF**

**SAWGRASS PLANTATION OF KILLEARN**

**HOMEOWNERS ASSOCIATION, INC.**

### **ARTICLE I. MEETINGS OF MEMBERS**

**Section 1. Annual Meeting.** The annual meeting of the members of this corporation shall be held at the time and place designated by the directors of the corporation. The annual meeting of the members for any year shall be held no later than thirteen (13) months after the last preceding annual meeting of members.

**Section 2. Notice.** Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the meeting, either personally or by first class mail, by or at the direction of the President, the Secretary or the officer or persons calling the meeting to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the stock transfer books of the corporation, with postage thereon prepaid.

**Section 3. Member Quorum and Voting.** A majority of the

members entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of members. When a specified item of business is required to be voted on by a class of members, a majority of the members of such class or series shall constitute a quorum for the transaction of such item of business by that class

or series.

If a quorum is present, the affirmative vote of the majority of the members represented at the meeting and entitled to vote on the subject matter shall be the act of the members unless otherwise provided by law or these bylaws.

After a quorum has been established at a members\* meeting, the subsequent withdrawal of members, so as to reduce the number of members entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof.

**Section 4. Voting of Members.** Each member shall be entitled to one (a) vote on each matter submitted to a vote at a meeting of members.

A member may vote either in person or by proxy executed in writing by the member or his duly authorized attorney-in-fact.

**Section 5. Action by Member. Without a Meeting.** Any action required by law, these bylaws or the articles of incorporation of this corporation to be taken at any annual or special meeting of members of the corporation, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to

authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted.

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**ARTICLE II. BOARD OF DIRECTORS**

**Section 1. General Powers.** Subject to the limitations of the Articles of Incorporation, these bylaws, and the Florida General Corporation Act concerning corporate action that must be authorized or approved by the members of the corporation, all corporate powers shall be exercised by or under the authority of the Board of Directors, and the business and affairs of the corporation shall be controlled by the Board.

**Section 2. Number, Tenure, Qualifications and Election.** The Board of Directors shall consist of no less than two (2) nor more than six (6) members. The members of the Board of Directors shall not be required to be members of the corporation. The number of directors may be increased or decreased from time to time by amendment to these bylaws and the Articles of Incorporation.

Directors of the corporation shall be elected at the annual meeting of members, and shall serve until the next succeeding annual meeting and until their successors have been elected and qualified.

**Section 3. Meetings.** (a) The Board of Directors shall hold an organizational meeting immediately following each annual meeting of members. Additionally, regular meetings of the Board of Directors shall be held at such times as shall be fixed from time to time by resolution of the Board.

class=Section11>

(b) Special meetings of the Board may be called at any time by the President, or if the President is absent or is unable or

refuses to act, by the Vice-President, or by any two (2) members of the Board.

(c) Notice need not be given of regular meetings of the Board, nor need notice be given of adjourned meetings. Notice of special meetings shall be in writing delivered in person or by mail or telegram or cablegram at least five (5) days prior to the date of the meeting. Neither the business to be transacted at nor the purpose of any such meeting need be specified in the notice. Attendance of a Director at a meeting shall constitute a waiver of notice and a waiver of all objection to the place, time and manner

of calling the same, except where the Director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

(d) Members of the Board may participate in a meeting of the Board by means of a conference telephone or similar communications equipment by which all persons participating can hear each other at the same time, and participation by such means shall constitute presence in person at a meeting.

**Section 4. Quorum and Voting.** A majority of Directors

in office shall constitute a quorum for the transaction of business, and the acts of a majority of Directors present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors. If, at any meeting of the Board of Directors, less than a quorum is present, a majority of those present may adjourn the meeting, from time to time, until a quorum is present. In the event vacancies exist on the Board of Directors, other than vacancies created by the removal of a director or directors by the members, the remaining Directors, although less than a quorum, may elect a successor or successors for the unexpired term or terms by majority vote.

**Section 5. Vacancies.** (a) A vacancy in the Board of

Directors shall exist on the happening of any of the following events:

(1) A director dies, resigns or is removed from office;

class=Section12>

(2) The authorized number of Directors is increased without the simultaneous election of a Director or Directors to fill the newly authorized position;

(3) The members at any annual, regular, or special meeting at which Directors are to be elected, elect less than the number of Directors authorized to be elected at that meeting;

(4) The Board of Directors declares vacant the office of a Director who has been adjudicated of unsound mind or has been finally convicted of a felony or who, within thirty (30) days after notice of his election to the Board, neither accepts the office in writing nor attends a meeting of the Board of Directors.

A reduction in the authorized number of Directors does not remove any Director from office prior to the expiration of his term of office.

(b) A vacancy in the Board of Directors, except a vacancy occurring by the removal of a Director, may be filled by the vote of a majority of the remaining Directors, even though less than a quorum is present. Each Director so elected shall hold office for the unexpired term of his predecessor in office. Any Directorship that is to be filled as a result of an increase in



the number of Directors must be filled by election at an annual or special meeting of members called for that purpose.

**Section 6. Removal.** (a) At a regular meeting of members or at any special meeting called for such purpose, any Director or Directors may be removed from office, with or without cause, by majority vote.

(b) New Directors may be elected by the members for the same unexpired terms of Directors removed from office at the same meetings at which such removals are voted. If the members fail to elect persons to fill the unexpired terms of removed Directors, such terms shall be considered vacancies to be filled by the remaining Directors as provided in Section 5 above.

### **ARTICLE III. OFFICERS**

**Section 1. Officers.** The officers of this corporation shall consist of a president, a vice-president, a secretary and a treasurer, each of whom shall be appointed by the Board of Directors at its meeting following the annual meeting of members of this corporation, and shall serve until their successors are chosen and qualify. Such other officers and assistant officers and agents as may be deemed necessary may be elected or appointed by the Board of Directors from time to time. Any two (2) or more offices may be held by the same person. The failure to elect a president, a vice-president, a secretary or a treasurer shall not affect the existence of this corporation.

**Section 2. Duties.** The officers of this corporation shall have the following duties:

The President shall be the chief executive officer of the corporation, shall have general and active management of the

business and affairs of the corporation subject to the directions of the Board of Directors and shall preside at all meetings of the Board of Directors.

The Vice-President shall have the same powers of the President when the President is unable to be present or serve and such other powers as the President and Board of Directors shall proscribe from time to time.

The Secretary shall have custody of, and maintain, all of the corporate records except the financial records; shall record the minutes of all meetings of the members, send all notices of the meetings out, and perform such other duties as may be prescribed by the Board of Directors or the President. The Treasurer shall have custody of, and maintain, all of the corporate funds and financial records, shall keep full and accurate accounts of receipts of members and whenever else required by the Board of Directors or the President, and shall perform such other duties as may be prescribed by the Board of Directors or the President.

**Section 3. Removal of Officers.** Any officer or agent elected or appointed may be removed by the Board of Directors whenever in its judgment the best interest of the corporation will be served thereby.

Any vacancy, however occurring, in any office may be filled by the Board of Directors.

Removal of any officer shall be without prejudice to the contract rights, if any, of the person so removed; however, election or appointment of an officer or agent shall not of itself create contract rights.

**ARTICLE IV. CORPORATE SEAL**

The corporate seal shall be circular in form and shall have inscribed thereon the following:

**SAWGRASS PLANTATION OF KILLEARN**

**HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE V. AMENDMENT**

These bylaws may be repealed or amended, and new bylaws may be adopted by the Board of Directors, except that the Federal Housing Authority (FHA) and the Veterans Administration (VA) have the right to veto any amendment so long as Class P membership exists.

**ADOPTED** by the Board of Directors on this 15th day of May, 1995.

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**HOSSEIN GHAZVINI-NEJAD      MEHRDAD GHAZVINI-NEJAD**

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**MEHRAN GHAZVINI-NEJAD      BEHZAD GHAZVINI-NEJAD**

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MOHAMMAD-SAEED YAZDANI ROOZBEH YAZDANI