

728092

RECORDED IN THE PUBLIC
OFFICE OF THE CLERK OF THE CIRCUIT COURT

DR1172PG 658

AUG 16 1 14 PM 1985

BYLAWS OF

PAUL W. HARTFIELD
CLERK OF CIRCUIT COURT

INDIAN VILLAGE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is INDIAN VILLAGE HOMEOWNERS ASSOCIATION, INC., hereinafter called "Association." The principal office of the corporation shall be 710 Richmond Street, Tallahassee, Florida, but meetings of members and directors may be held at such places within the State of Florida, County of Leon, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. Association shall mean and refer to INDIAN VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida corporation.

Section 2. Common Area shall mean all of the real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association.

Section 3. Declarant shall mean and refer to R & R DEVELOPMENT OF TALLAHASSEE, INC., a Florida corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 4. Lot shall mean and refer to a building site, with the exception of the Common Area, as shown on the site plan attached as Exhibit A, p. 3, to the Declaration, not to exceed 68 building sites.

Section 5. Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. Properties shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 7. Declaration shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of INDIAN VILLAGE, applicable to the Properties recorded in the Office of the Clerk of the Circuit Court in and for Leon County, Florida.

Section 8. Member shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

BOARD OF DIRECTORS: SELECTION, TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors who need not be members of the Association.

INDIAN VILLAGE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
EXHIBIT C, BYLAWS, PAGE 1 OF 11

DR1172PG 659

Section 2. Term of Office. At the first annual meeting the members shall elect three (3) directors to serve for the ensuing year.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, the director's successor shall be selected by the remaining members of the Board and shall serve for the unexpired term.

Section 4. Compensation. Directors shall receive no compensation for any services rendered to the Association. However, directors may be reimbursed for their actual expenses incurred in the performance of their duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting, by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE IV

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE V

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business.

INDIAN VILLAGE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

EXHIBIT C, BYLAWS, PAGE 2 OF 11

Every act done or decision made by a majority of the directors present at a duly-noticed meeting at which a quorum is present, shall be regarded as the act of the Board.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(a) propose rules and regulations governing the use of the Common Easement and facilities and the personal conduct of the members and their guests, and to establish penalties for the infraction of these rules and regulations. A two-thirds (2/3) affirmative vote of the voting members present or by proxy, at a duly-noticed meeting attended by a quorum of the voting members, a quorum meaning a majority of the members of the Association, shall be required to adopt the rules and regulations proposed by the Board of Directors. The initial rules and regulations for Indian Village are attached to these Bylaws.

(b) suspend the voting rights and right to use the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs, and to present a statement of these actions to the members at the annual meeting of the members;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject to assessment, at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after

due date, or to bring an action at law against the owner personally obligated to pay the same.

(d) issue or to cause an appropriate officer to issue upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained;

(h) upon written request to the homeowners association, identifying the name and address of the holder, insurer or guarantor and the unit number or address, furnish notice to any mortgage holder, insurer or guarantor within 15 days of notification to the Board of Directors of the following:

(1) any condemnation or casualty loss that affects either a material portion of the development or the lot securing its mortgage;

(2) any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage;

(3) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the homeowners association;

(4) any proposed action that requires the consent of a specified percentage of mortgage holders.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of the Association shall be elected annually by the Board, and each shall hold office for one (1) year unless the officer shall sooner resign or shall be removed or become otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall

INDIAN VILLAGE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

EXHIBIT C, BYLAWS, PAGE 4 OF 11

DR1172PG 662

take effect on the date of receipt of such notice or at any later time specified in the notice, and unless otherwise specified in the notice, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created by Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments, and shall co-sign all checks and promissory notes.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of the Vice-President by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE VIII

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating

Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE IX

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held on October 1, 1986, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each subsequent year at 10:00 a.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors or upon the written request of 25 percent of the members who are entitled to vote.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least thirty (30) days before such meeting to each member entitled to vote, addressed to each member at the address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, of at least 51 percent of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of the member's Lot.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Lot against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the maximum rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and a reasonable attorney fee of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for any assessments made by the Association by nonuse of the Common Easement or abandonment of the Owner's Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: INDIAN VILLAGE HOMEOWNERS ASSOCIATION, INC.

ARTICLE XIII

AMENDMENTS

Section 1. These Bylaws may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership.

Section 2. In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December each year, except that the first fiscal year shall begin on the date of incorporation.

31st THESE BYLAWS ARE ADOPTED BY THE ASSOCIATION ON THIS day of July, 1985.

Theodore C. Rodrigue
THEODORE C. RODRIGUE, DIRECTOR

Sara A. Rodrigue
SARA A. RODRIGUE, DIRECTOR

Mark C. Rodrigue
MARK C. RODRIGUE, DIRECTOR

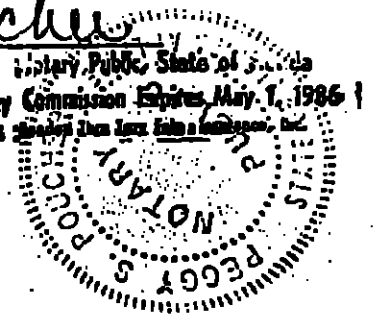
STATE OF FLORIDA
COUNTY OF LEON

DR1172PG 665

BEFORE ME personally appeared THEODORE C. RODRIGUE, SARA A. RODRIGUE, and MARK C. RODRIGUE, to me well known and known to me to be the persons outlined in the foregoing instrument and they acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal on this 31st day of July, 1985.

Peggy S. Trucher
NOTARY PUBLIC
My Commission Expires May 1, 1986



(S E A L)

CERTIFICATION

I, the undersigned, do hereby certify:

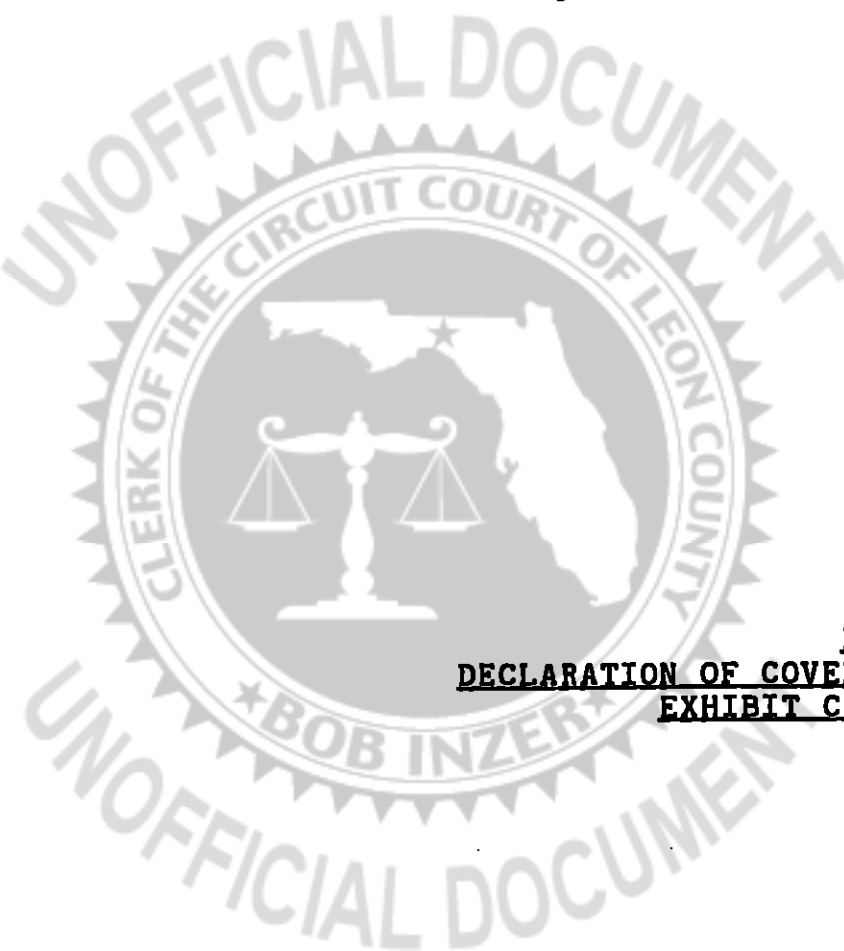
THAT I AM the duly-elected and acting secretary of INDIAN VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, and,

THAT THE FOREGOING Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 31st day of July, 1985.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 31st day of July, 1985.

Sara A. Rodrigue
SARA A. RODRIGUE
Secretary-Treasurer

INDIAN VILLAGE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
EXHIBIT C, BYLAWS, PAGE 8 OF 11



INITIAL RULES AND REGULATIONS

INDIAN VILLAGE

Attachment to Bylaws

OR1172PG 666

1. The Lots shall be used only for residential purposes. Use of the Lot shall be consistent, and in compliance with existing laws. Each Lot Owner shall comply with and abide by all rules and regulations hereafter adopted from time to time by the various boards and/or committees of the Association.
2. Lot Owners shall not use or permit the use of their premises in a manner to create excessive noise, excessive vibration, or other result which may be deemed to be obnoxious activity. No Lot Owner shall do or permit anything done by himself, his family, servants, employees, agents, guests, and licensees that will interfere with the rights, comforts or conveniences of the Lot Owners. No Lot Owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated, a phonograph, television, radio or sound amplifier, in such manner as to disturb or annoy other occupants of the Property. All parties shall lower the volume of all of the foregoing or any similar device as of 11:00 p.m., of each day. No Lot Owner shall conduct or permit to be conducted, vocal or instrumental instruction at any time.
3. All guests and permitted lessees must follow all Lot Owner rules and regulations and it will be up to the Lot Owners to see that their guests and permitted lessees abide by the same.
4. The Common Area shall not be obstructed, littered, defaced, or misused in any manner. Porch furniture of any kind may not be left on the walkways overnight.
5. No structural changes or alterations shall be made in any Lot, or to any of the Common Area except as provided in the Declaration of Covenants, Conditions and Restrictions of Indian Village.
6. All of the restrictions, limitations, and obligations of members as provided in the Declaration of Covenants, Conditions and Restrictions of Indian Village are incorporated herein by reference and apply to all members of the Association.
7. Nothing shall be hung or displayed on the outside of the walls of the building, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof, or any other part of the Property thereof, except with the approval of the Board of Directors.
8. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, or upon any Lot, or the Property by any Lot Owner or occupant without written permission of the Association. The foregoing includes signs within a Lot which are visible from outside the Lot.
9. No garbage cans, supplies, milk bottles, or other articles shall be placed on the Common Area of the Property except as authorized by the Association, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind or other articles, be shaken, exposed or hung from any of the windows, doors, porches, patios, or entry ways of any Lot. Refuse and bagged garbage shall be deposited only in the area provided therefor. Fire exits shall not be obstructed in any manner,

INDIAN VILLAGE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

EXHIBIT C, BYLAWS, PAGE 9 OF 11

and the Common Area of the Property shall be kept free and clear of rubbish, debris, and other unsightly material. No clothesline or similar device shall be allowed on any portion of the Property, nor shall clothes be hung anywhere within the Property except within a Lot.

10. No Lot Owner shall allow anything whatsoever to fall from the windows, porches, patios, entry ways or doors, nor shall he sweep or throw any dirt or other substance from his Lot onto the Common Area of the Property.

11. No Lot Owner shall store or leave boats or trailers on the Common Area.

12. Complaints regarding maintenance shall be made in writing to the Board of Directors.

13. There shall not be kept in any Lot any inflammable, combustible, or explosive fluid, material, chemical or substance except for normal residential use.

14. In case of any emergency originating in or threatening any of the Lots, the Board of Directors of the Association or any other person authorized by it, shall have the right to enter such Lot for the purpose of remedying or abating the cause of such emergency, and such right of entry in the event of any such emergency, shall be immediate. To facilitate entry in the event of any such emergency, the Owner of each Lot, if required by the Association, shall deposit under control of the Association, a key to such Lot.

15. No Lot Owner shall make any adjustments, whatsoever, to any of the equipment, if any, located on the Common Area without first obtaining the permission of the Association. Nothing of any description can be erected on the Property without written consent of the Association except for temporary scaffolding or similar structures necessary during repairs.

16. No Lot Owner shall use or allow any Lots to be used for any type activity which would allow animals to be housed or cared for, temporarily or permanently, in a commercial operation.

17. Dogs and cats must be leashed or hand carried at all times when they are outside the owner's Lot, and shall be led or carried to the walk area. If said animal defecates within the Common Area, the owner shall clean up such deposits and place them in the rubbish disposal units. In no event shall the animal cause a nuisance or disturbance of any kind. This provision shall be strictly enforced.

18. No lessees or guests will be permitted to have pets on the Property.

19. The parking facilities shall be used in accordance with the regulations adopted by the Association. No Lot Owner shall be assigned more than four (4) parking spaces. No vehicle which cannot operate on its own power shall remain on the Property for more than twenty-four (24) hours, and no repair of vehicles shall be made on the Property. There will be no washing or hosing of automobiles in the parking area.

20. The sidewalk, rotunda areas, entrances, passages, vestibules, stairways, corridors, halls, and all of the Common Area of the Property must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises, nor shall any carriages, velocipedes, bicycles, wagons, shopping carts, benches, tables, or any other object of a similar type

INDIAN VILLAGE

and nature be stored therein. No Lot Owner shall use or allow others to use the byways, entry areas, or deck areas for storage. Subject to the approval of the Board of Directors of the Association, Lot Owners may place lawn furniture and other personal property in the areas governed by this Rule.

21. No cooking shall be permitted on any porch, patio or entry way nor on the Property, except on a designated area so assigned for such use by the Association.

22. Employees of the Association or management firm shall not be sent off the Property by any Lot Owner at any time for any purpose. No Lot Owner or resident shall direct, supervise, or in any manner attempt to assert any control over the employees of the Association or any management company.

23. Pool Rules.

a) No one under the age of twelve (12) is allowed in the pool without proper adult supervision (a parent, grandparent, or responsible babysitter).

b) Only foodstuffs in unbreakable containers will be allowed, and only provided all debris is removed and properly disposed of in receptacles.

c) All liquid drinks must be in unbreakable container and properly disposed of in receptacles.

d) Smokers must use ashtrays and empty them into receptacles when leaving pool area.

e) The pool shall be used only during the hours of 7:00 a.m. and 11:00 p.m.

24. Leasing Restrictions. Any lease or rental agreement must be in writing and be subject to the requirements of the Declaration of Covenants, Conditions and Restrictions of Indian Village, and the Association. No Lot may be leased or rented for less than six (6) months. There are no other restrictions relating to the term of any lease or rental agreement.