

Prepared by and Return to:
Justin J. Givens, Esquire
Anderson & Givens, P.A.
P.O. Box 12613
Tallahassee, FL 32317

**CERTIFICATE OF REVIVAL
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR VILLAGE SQUARE**

We hereby certify that the attached REVIVED DECLARATION OF COVENANTS AND RESTRICTIONS FOR VILLAGE SQUARE (which Covenants and Restrictions were originally recorded at Official Records Book 720, Page 516 et seq.) were provided and consented to by a majority of the affected parcel owners as required by Section 720.405, Florida Statutes, and were approved by the Florida Department of Economic Opportunity as evidenced by a letter of approval dated July 5, 2018, which is attached hereto. As required by Section 720.407, Florida Statutes, attached hereto is the full text of the approved Revived Declaration of Covenants and Restrictions for Village Square, the legal description of each affected parcel, and the Articles of Incorporation and Bylaws of VILLAGE SQUARE HOMEOWNERS ASSOCIATION, INC.

DATED this 2nd day of Feb, 2018.

Witnesses:

VILLAGE SQUARE HOMEOWNERS
ASSOCIATION, INC.

sign Abraham Aguilera

By: Logan Jones
Logan Jones, President

print Abraham Aguilera

sign Cassie Breg

print Cassie Breg

Witnesses:

Attest: Andrew Elekes
Andrew Elekes, Assistant Secretary

sign Charles Gardner

print Charles Gardner

sign Cassie Breg

print Cassie Breg



UNOFFICIAL DOCUMENT

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 2nd day of Feb, 2018, by Logan Jones as President of Village Square Homeowners Association, Inc., on behalf of the corporation. He is personally known to me or has produced DRIVERS LIC. as identification.



NOTARY PUBLIC

sign Cassie Davis

print CASSIE DAVIS
State of Florida at Large (Seal)

My Commission expires: JULY 24, 2020

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 2nd day of Feb, 2018, by Andrew Elekes as Assistant Secretary of Village Square Homeowners Association, Inc., on behalf of the corporation. He is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

sign Cassie Davis

print Cassie Davis
State of Florida at Large (Seal)

My Commission expires: JULY 24, 2020



Rick Scott
GOVERNOR



Cissy Proctor
EXECUTIVE DIRECTOR

January 5, 2018

Jeremy V. Anderson, Esq.
P.O. Box 12613
Tallahassee, FL 32317

Re: Village Square Homeowners Association, Inc.; Approved; Determination Number 18004

Dear Mr. Anderson:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for Village Square Homeowners Association, Inc., and has determined that the documents revitalizing the covenants and restrictions comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the revitalization of the homeowners' documents and covenants is approved.

This revitalization will not be considered effective until the requirements delineated in sections 720.407(1)-(3), of the Florida Statutes, have been completed.

Section 720.407(4), Florida Statutes, requires that a complete copy of all the approved, recorded documents be mailed or hand delivered to the owner of each affected parcel. The revitalized declaration and other governing documents will be effective upon recordation in the public records.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.floridajobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.



UNOFFICIAL DOCUMENT

Jeremy V. Anderson, Esq.
January 5, 2018
Page 2 of 2

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, MEDIATION IS NOT AVAILABLE TO SETTLE ADMINISTRATIVE DISPUTES.

ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230
AGENCY.CLERK@DEO.MYFLORIDA.COM

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.



DECLARATION OF RESTRICTIONS

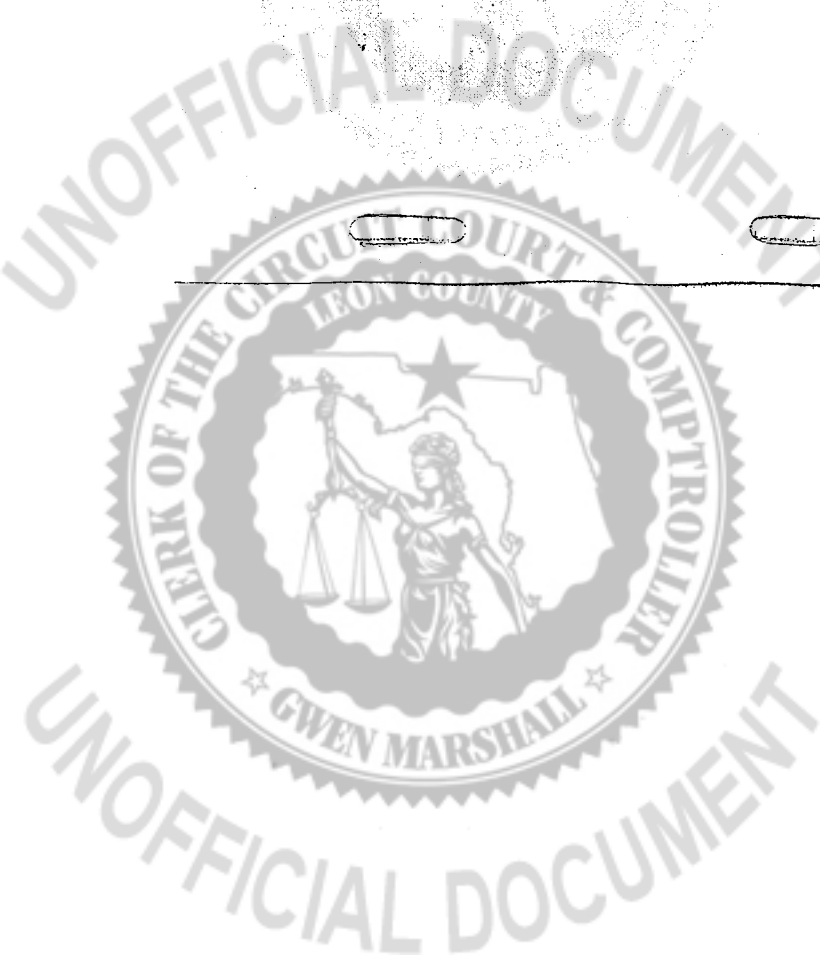
KNOW ALL MEN BY THESE PRESENTS that the undersigned, VILLAGE SQUARE, INCORPORATED (Developer), being the owner of certain property hereinafter described, situate, lying and being in Leon County, Florida, to wit:

(See Schedule "A" attached)

Makes the following Declaration of Restrictions covering the above described real property, specifying that this Declaration shall constitute a covenant running with the land and that this Declaration shall be binding upon the undersigned and upon all persons claiming title through the undersigned:

1. The major portion of the above described property is to be utilized for single family residential unit structures, hereinafter referred to as Townhouses, with common walls coincidental with common lot lines. Each such Townhouse, and the parcel upon which it is situate, shall be sold to individuals for single family residential purposes only. Amenity facilities, and the land on which such facilities are situated shall be conveyed within thirty (30) days after recordation of this Declaration in the public records of Leon County, Florida, to a non-profit corporation, owned and controlled by the owners of Townhouses within the property. Each Townhouse owner shall hold a perpetual reciprocal easement on and over all paved areas and each such Townhouse owner shall hold a perpetual reciprocal easement on, over and along a ten foot strip parallel to the entire east boundary line and a five foot strip parallel to the entire west boundary line of the property described in Schedule "A". It is the intent of this latter provision that all Townhouse owners shall have access to the amenity facilities over paved areas and along such strips on both sides of the property parallel to the east and west boundary lines. Furthermore, each Townhouse owner shall possess an exclusive easement to the paved parking space which is clearly designed for use by each such Townhouse unit.

2. The present owner and developer, Village Square, Incorporated, has duly promulgated rules and regulations governing the use of the property, the nature of construction and maintenance of the properties and conduct of the occupants thereof. Such rules and regulations as presently constituted are set forth herein and are hereby declared to be restrictive covenants running with the land herein described and shall be binding upon the undersigned and upon all persons claiming title through the undersigned.



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3. The existing rules and regulations, as presently promulgated and constituted, are as follows:

(a) All Townhouses shall be used and occupied solely and exclusively for single family residential purposes.

(b) No alterations to the exterior of the Townhouses or erection of fences or change in the exterior color of the Townhouses may be made without prior written approval of the Architectural Control Committee of the Village Square Association, Inc. (Association). Provided, however, all fences shall be of uniform size and constructed of wood materials and shall be of uniform perimeter, said uniform perimeter to be measured from the middle of firewall to the middle of the firewall and to extend back of each unit a distance not to exceed the length of the shortest lot in the row of Townhouses in which the unit is located less three (3) feet. The fence presently located on the Townhouse Unit 31C is exempt from the proviso provided fence is within the property of said unit less 3 feet from the back lot line.

(c) Each individual Townhouse owner shall be responsible for maintenance of the enclosed area of his Townhouse, including the interior patio and deck area outside of the Townhouse, and also be responsible for maintenance of the exterior of the Townhouse. The Developer, and subsequently the Association, when formed, shall be responsible for planting, replanting and maintenance of landscaping grounds. All areas designated as commonly owned areas will be maintained by the Developer and subsequently by the Association, when formed.

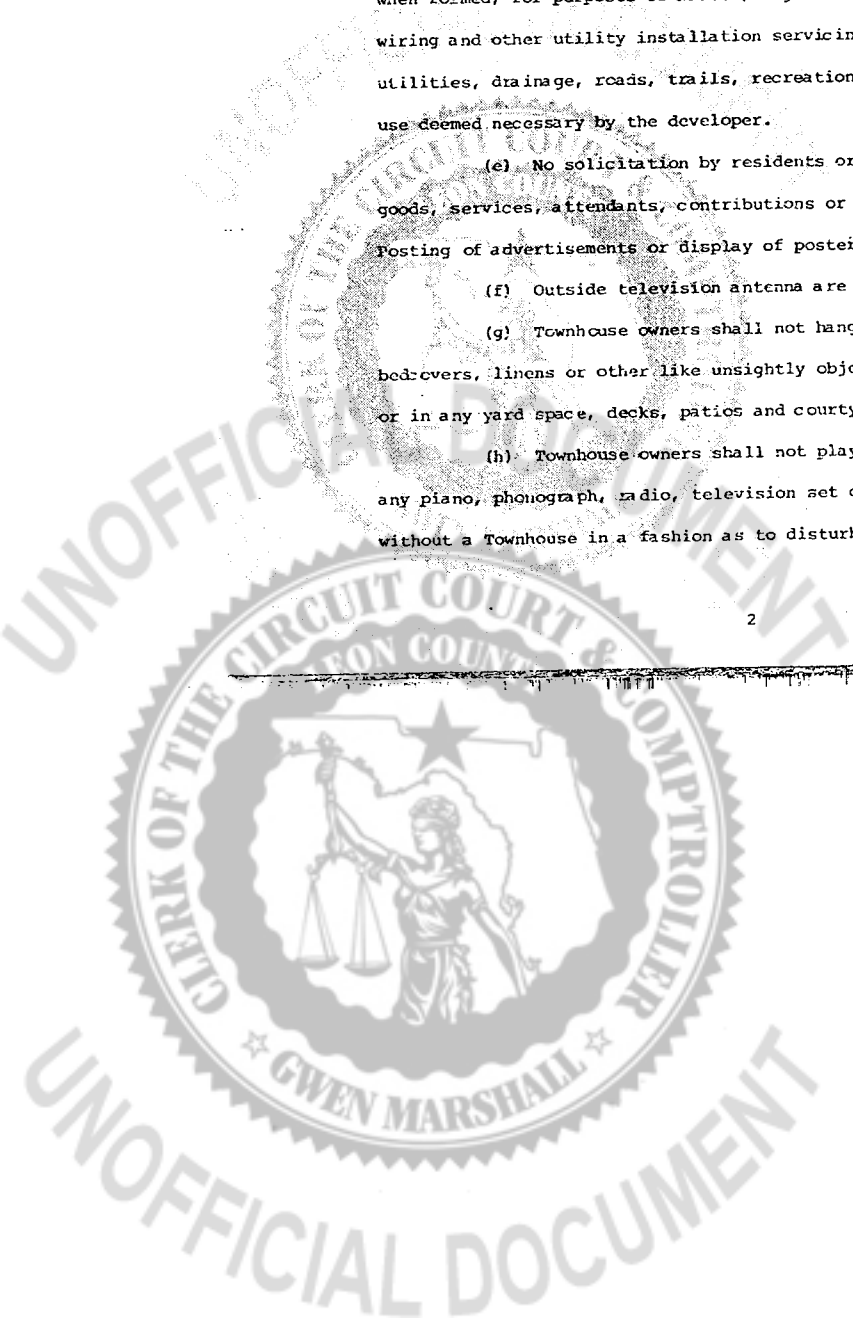
(d) Each Townhouse and adjacent grounds are impressed with an easement in favor of the Developer, and subsequently to the Association, when formed, for purposes of access, ingress, repair and maintenance of wiring and other utility installation servicing more than one Townhouse, utilities, drainage, roads, trails, recreation, landscaping and other use deemed necessary by the developer.

(e) No solicitation by residents or non-residents, whether of goods, services, attendants, contributions or membership will be allowed. Posting of advertisements or display of posters shall not be allowed.

(f) Outside television antenna are not allowed.

(g) Townhouse owners shall not hang or display washing, clothing, bedcovers, linens or other like unsightly objects from windows, fences, hallways or in any yard space, decks, patios and courtyards.

(h) Townhouse owners shall not play or permit to be played any piano, phonograph, radio, television set or other speaker within or without a Townhouse in a fashion as to disturb or annoy other Townhouse



owners. Townhouse owners and their families shall not play band instruments of any kind so as to disturb Townhouse owners. The giving of dancing or music lessons, vocal or instrumental, is prohibited.

(i) All garbage and refuse is to be deposited only in the facilities designated for that purpose.

(j) Townhouse owners, their families and guests shall not operate or permit to be operated in the complex any motor cycles, motor bikes, mini bikes or other motor powered two or three wheeled vehicles or any other motor driven vehicle with loud muffler or mufflers.

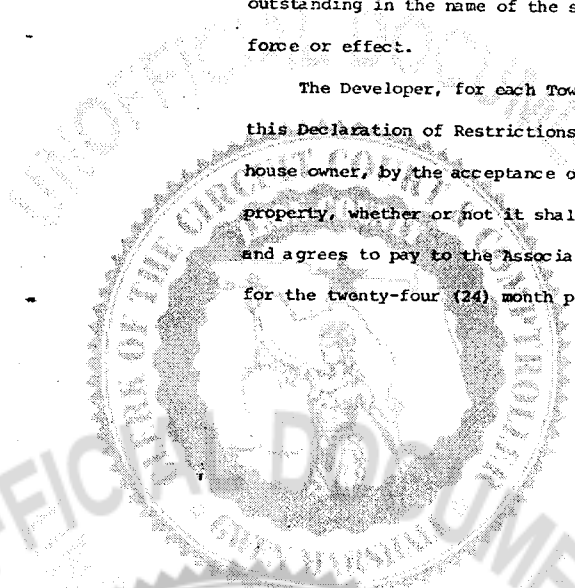
(k) Bicycles, tricycles, toys and the like shall not be placed or remain unattended in, or on, common areas, driveways, sidewalks or yards.

(l) Barbeque grills are permitted on patios, decks or balconies. Barbeque grills will be permitted in the common areas only where facilities have been provided.

(m) Each Townhouse owner, by purchasing a Townhouse and the lot upon which it is situated, consents and agrees to become a member in good standing of the Village Square Association, Inc. and abide by all provisions, rules, regulations, charter and by-laws of said Association, including any provision for placing a lien against property to secure payment of dues and assessments to the Association and the personal liability of the Townhouse owner to pay such dues and assessments.

Membership in the Association shall not be transferred, pledged, or alienated in any way except upon the sale or encumbrance of the Townhouse to which it is appurtenant and then only to the purchaser or mortgagee of such Townhouse. Any attempt to make a prohibited transfer is void. In the event any Townhouse owner should fail or refuse to transfer the membership registered in his name to the purchaser of his unit, the Association shall have the right to record the transfer upon its book and shall issue a new certificate to the purchaser of said house and thereupon the old certificate outstanding in the name of the seller shall be null and void and of no further force or effect.

The Developer, for each Townhouse owned within the property subject to this Declaration of Restrictions, hereby covenants and agrees and each house owner, by the acceptance of a Deed for a house located within property, whether or not it shall be so expressed in any Deed given, and agrees to pay to the Association the following; provided, however, that for the twenty-four (24) month period succeeding the filing of the Declaration



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the Developer shall be liable only for the monthly defecit incurred by the Association in the operation of the Townhouse complex:

- (a) Annual assessments or charges as herein set forth and as established by the Association; and
- (b) Special assessments for capital improvements which assessments are to be established and collected as hereinafter provided.

Furthermore, the Developer states it intends to construct fifty-two (52) Townhouses on the described property. If in the event such units are not constructed, annual assessment shall be based on cost required to operate the actual units constructed and undeveloped property shall be deleted from this Declaration by amendment, as provided herein.

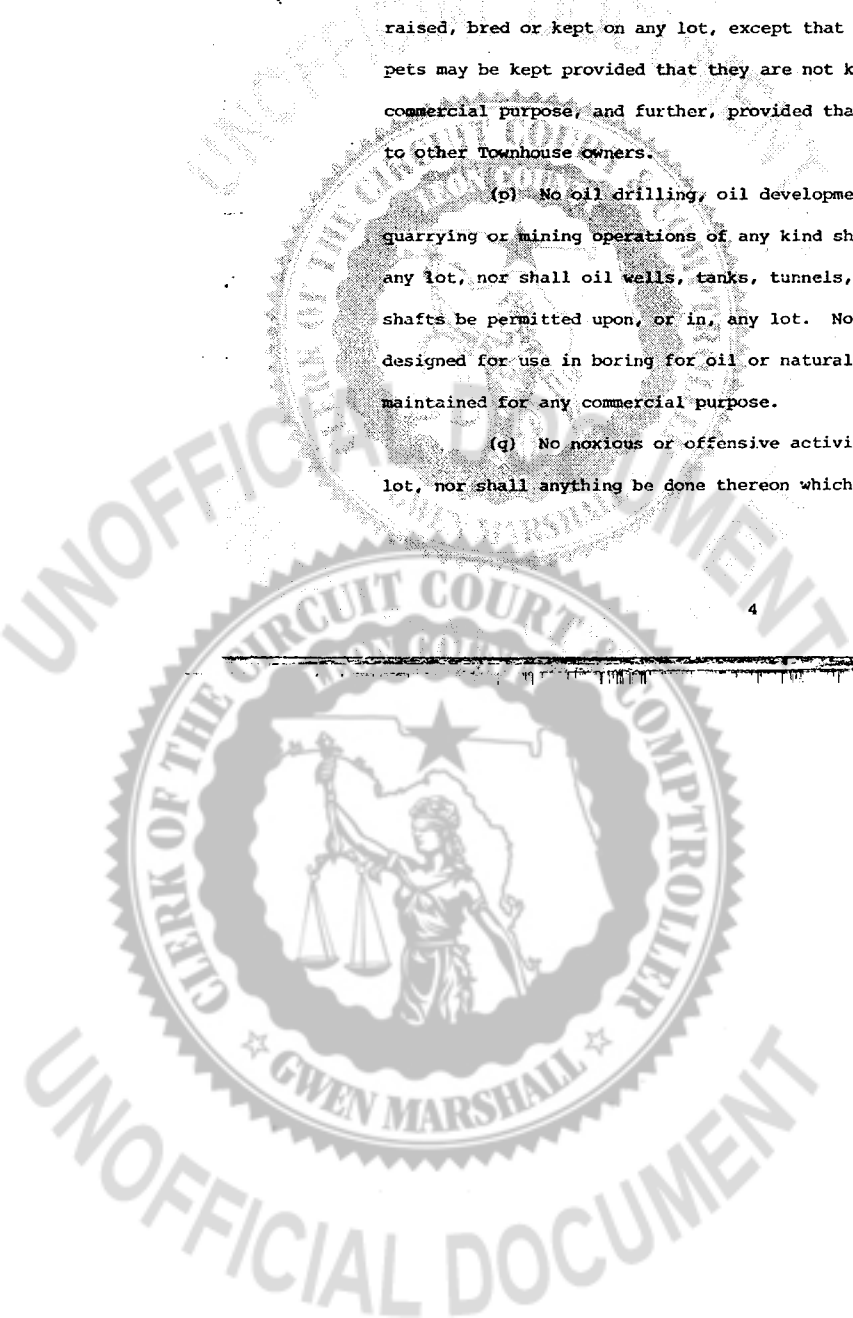
The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the properties subject to assessment. The subordination shall not relieve such property from liability for any assessments now or hereafter due and payable, but the lien thereby created shall be secondary and subordinate to any first mortgage as if said lien were a second mortgage, irrespective of when such first mortgage was executed and recorded.

(n) No window air-conditioning units shall be installed in any side of a building, and all exterior heating and/or air-conditioning compressors or other machinery shall be located to the rear of the Townhouse and not be visible from the street, in such a manner to be acceptable to the Architectural Control Committee.

(o) No animals, livestock, horses or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and further, provided that they do not create a nuisance to other Townhouse owners.

(p) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon, or in, any lot, nor shall oil wells, tanks, tunnels, minerals, excavations or shafts be permitted upon, or in, any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected or maintained for any commercial purpose.

(q) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an



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annoyance or nuisance to the neighborhood or tend to damage or destroy either private or public property.

(r) No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any building plot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved in writing by the Architectural Control Committee. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the Townhouse, each property owner, on the request of the Architectural Control Committee, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the Townhouse.

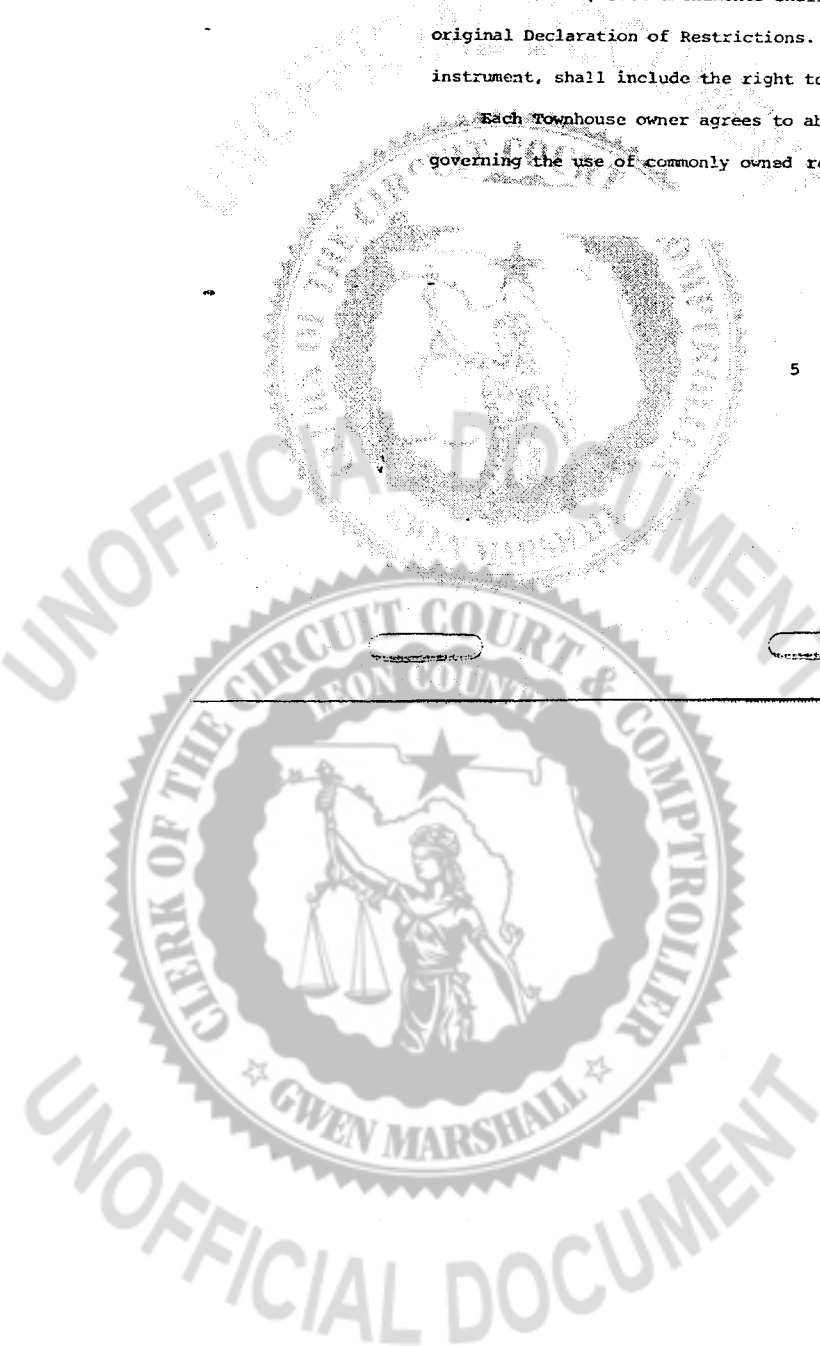
(s) No sign of any kind shall be displayed to the public view on any lot except one sign of not more than two square feet, advertising the property for sale or rent. All signs must be approved in writing by the Architectural Control Committee.

(t) All types of firearms, including, but not limited to shotguns, rifles and pistols, are prohibited from being used, displayed or carried on the properties.

Firearms may be kept inside the Townhouse for protection purposes only. Hunting of any type, or discharge of any firearms, including pellet guns or B-B guns, is prohibited on the properties covered by these covenants as well as any property owned or maintained by the Association.

4. The Village Square Association, Inc., referred to herein, shall have the right to amend the foregoing rules and regulations from time to time and, when such amendments to rules and regulations are amended, certified to by the President of the corporation and recorded in the Public Records of Leon County, Florida, as amended rules and regulations constituting amendments to Declaration of Restrictions, such amendments shall have the same force and effect as this original Declaration of Restrictions. Amendments, for the purpose of this instrument, shall include the right to modify, alter, extend or delete.

Each Townhouse owner agrees to abide by posted rules and regulations governing the use of commonly owned recreational facilities



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IN WITNESS WHEREOF, Village Square, Incorporated, has caused its corporate name and seal to be affixed this 18th day of June, 1975.



VILLAGE SQUARE, INCORPORATED

By [Signature]
Pat Suber, President

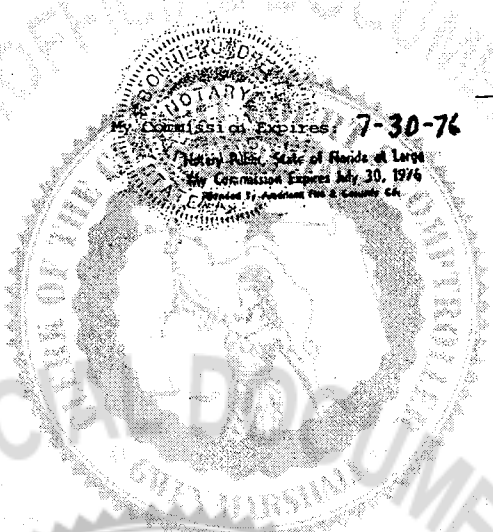
ATTEST:
[Signature]
Graves Williams, Secretary

STATE OF FLORIDA

COUNTY OF LEON

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, Pat Suber and Graves Williams, President and Secretary, respectively, of Village Square, Incorporated, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 19th day of June, 1975.



[Signature]
Notary Public



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CONTINENTAL MORTGAGE INVESTORS



(CORPORATE SEAL)

By Paul N. Conner
Paul N. Conner
Assistant Treasurer

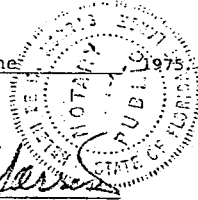
ATTEST:

The name Continental Mortgage Investors is the designation of the Trustees for the time being under a declaration of Trust dated November 29, 1961, as amended, and all persons dealing with Continental Mortgage Investors must look solely to the Trust property for the enforcement of any claims against Continental Mortgage Investors as neither the Trustees officers, agents or share holders assume any personal liability for obligations entered on behalf of Continental Mortgage Investors.

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, Paul N. Conner ~~xxx~~ of Continental Mortgage Investors, known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that ~~xxx~~ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 12th day of June 1975

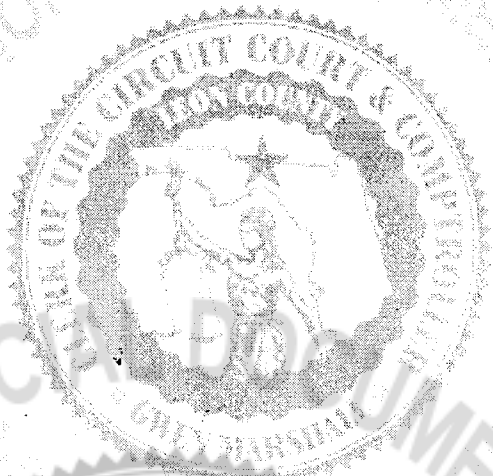


Walter R. Mason
Notary Public

My Commission Expires: 5/29/78

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 29 1978
BONDED THRU GENERAL INSURANCE UNDERWRITERS

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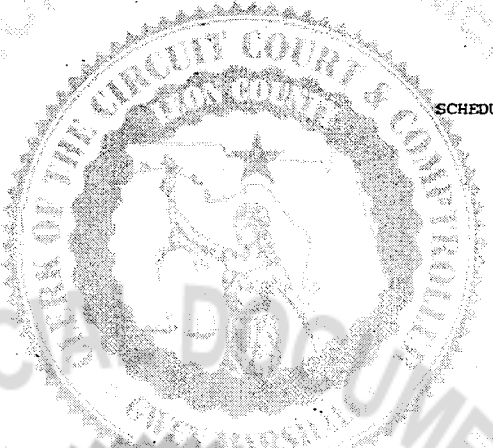
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Commence at a concrete monument marking the South-west corner of Section 4, Township 1 South; Range 1 East, Leon County, Florida, and run thence North 00 degrees 08 minutes 11 seconds East along the West boundary of said Section 4, a distance of 922.81 feet to a terra cotta monument for the POINT OF BEGINNING. From said POINT OF BEGINNING run thence South 89 degrees 42 minutes 40 seconds East 248.0 feet to a concrete monument, thence North 00 degrees 02 minutes 37 seconds East 839.19 feet to a terra cotta monument on the Southerly maintained right-of-way boundary of the Old St. Augustine Road, thence North 69 degrees 44 minutes 56 seconds West along said Southerly maintained right-of-way boundary 262.62 feet to a concrete monument on the West boundary of said Section 4, thence South 00 degrees 08 minutes 11 seconds West along the West boundary of said Section 4, a distance of 928.85 feet to the POINT OF BEGINNING; containing 5.018 acres, more or less.

RECORDED IN THE PUBLIC RECORDS OF LEON COUNTY IN THE BOOK & PAGE NO. JUN 19 9 32 AM 1975 AT THE TIME & DATE NOTED PAUL F. HARTSFIELD CLERK OF CIRCUIT COURT

338978

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SCHEDULE "A"

7



UNOFFICIAL DOCUMENT

PARCEL NUMBER	OWNER NAME	ADDRESS	LEGAL
3104140000001	VILLAGE SQUARE ASSOC INC	1515 PAUL RUSSELL RD	Village Square Townhouses
3104140000110	HJW PROPERTIES LLC	1515 PAUL RUSSELL RD STE 11	UNIT 11-C
3104140000120	CASEDY MARSHALL R JR	1515 PAUL RUSSELL RD STE 12	UNIT 12-B
3104140000130	KADZIS BARBARA	1515 PAUL RUSSELL RD STE 13	UNIT 13-A
3104140000140	GROTON DANIELLE	1515 PAUL RUSSELL RD STE 14	UNIT 14-B
3104140000150	MCNELIS SONIA	1515 PAUL RUSSELL RD STE 15	UNIT 15-A
3104140000160	MERRITT CHRISTY	1515 PAUL RUSSELL RD STE 16	UNIT 16-C
3104140000170	HARRIS FAMILY TRUST	1515 PAUL RUSSELL RD STE 17	UNIT 17-C
3104140000180	LECLAIR GRACE	1515 PAUL RUSSELL RD STE 18	UNIT 18-C
3104140000190	LAMANGO NAZARIUS	1515 PAUL RUSSELL RD STE 19	UNIT 19-C
3104140000210	SHEPARD MICHAEL DUKE JONATHAN	1515 PAUL RUSSELL RD STE 21	UNIT 21-C
3104140000220	LAWHON JAMES E III LAWHON OLIVIA	1515 PAUL RUSSELL RD STE 22	UNIT 22-A
3104140000230	INTERIAN VANESSA	1515 PAUL RUSSELL RD STE 23	UNIT 23-B
3104140000240	COSGROVE CASEY M COSGROVE MARY LOU	1515 PAUL RUSSELL RD STE 24	UNIT 24-B
3104140000250	SUN YUE	1515 PAUL RUSSELL RD STE 25	UNIT 25-B



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PARCEL NUMBER	OWNER NAME	ADDRESS	LEGAL
3104140000260	SANCHEZ MYRNA I	1515 PAUL RUSSELL RD STE 26	UNIT 26-C
3104140000270	RICHARDSON PERNELLA RICHARDSON KENNETH	1515 PAUL RUSSELL RD STE 27	UNIT 27-C
3104140000280	COLEMAN CASSANDRA ELISE	1515 PAUL RUSSELL RD STE 28	UNIT 28-C
3104140000290	BLUE JAMIE M	1515 PAUL RUSSELL RD STE 29	UNIT 29-D
3104140000310	HAMILTON TIFFANY RENEE	1515 PAUL RUSSELL RD STE 31	UNIT 31-C
3104140000320	RUMALA ZAINABU RUMALA WAZIRI	1515 PAUL RUSSELL RD STE 32	UNIT 32-C
3104140000330	Out of Box Property Solutions, LLC	1515 PAUL RUSSELL RD STE 33	UNIT 33-C
3104140000340	JONES LOGAN T	1515 PAUL RUSSELL RD STE 34	UNIT 34-C
3104140000350	DYE OLGA	1515 PAUL RUSSELL RD STE 35	UNIT 35-C
3104140000360	FARHAT KASSEM	1515 PAUL RUSSELL RD STE 36	UNIT 36-C
3104140000410	MEYER JOEL EVAN MEYER STEPHEN	1515 PAUL RUSSELL RD STE 41	UNIT 41-C
3104140000420	LOGAN T. JONES	1515 PAUL RUSSELL RD STE 42	UNIT 42-C
3104140000430	PRITCHETT SHARON	1515 PAUL RUSSELL RD STE 43	UNIT 43-C
3104140000440	SMITH RHONDA L	1515 PAUL RUSSELL RD STE 44	UNIT 44-C
3104140000450	ALTOMARO MATTHEW JAMES IV	1515 PAUL RUSSELL RD STE 45	UNIT 45-D



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PARCEL NUMBER	OWNER NAME	ADDRESS	LEGAL
3104140000510	SHUMATE CARL E SHUMATE PHYLLIS	1515 PAUL RUSSELL RD STE 51	UNIT 51-C
3104140000520	MATHIS RONICA	1515 PAUL RUSSELL RD STE 52	UNIT 52-C
3104140000530	Confidential Pursuant to State law	1515 PAUL RUSSELL RD STE 53	UNIT 53-C
3104140000610	HALTER LYNETTE Y HALTER RONDAL JAMES	1515 PAUL RUSSELL RD STE 61	UNIT 61-C
3104140000620	LAMANGO NAZARIUS S	1515 PAUL RUSSELL RD STE 62	UNIT 62-A
3104140000630	WHITE ZACHARY A WHITE GINA E	1515 PAUL RUSSELL RD STE 63	UNIT 63-B
3104140000640	GRAHAM CARTHER A	1515 PAUL RUSSELL RD STE 64	UNIT 64-A
3104140000650	THOMPSON JANICE H	1515 PAUL RUSSELL RD STE 65	UNIT 65-A
3104140000660	SHEPARD MICHAEL DUKE JONATHAN	1515 PAUL RUSSELL RD STE 66	UNIT 66-B
3104140000670	PETERS MICHAEL J	1515 PAUL RUSSELL RD STE 67	UNIT 67-A
3104140000680	WOOL ROBERT M WOOL CATHY E	1515 PAUL RUSSELL RD STE 68	UNIT 68-C
3104140000710	BROWN LUTHER BROWN SHIRLEY BROWN LUCINDA	1515 PAUL RUSSELL RD STE 71	UNIT 71-C
3104140000720	WHITT CHRISTOPHER MIKEL	1515 PAUL RUSSELL RD STE 72	UNIT 72-C
3104140000730	EDWARDS SAM EDWARDS AMY	1515 PAUL RUSSELL RD STE 73	UNIT 73-D



UNOFFICIAL DOCUMENT

PARCEL NUMBER	OWNER NAME	ADDRESS	LEGAL
3104140000810	RUTKOWSKI WOJCIECH RUTKOWSKI MONICA E	1515 PAUL RUSSELL RD STE 81	UNIT 81-B
3104140000820	RUTKOWSKI WOJCIECH RUTKOWSKI MONICA E	1515 PAUL RUSSELL RD STE 82	UNIT 82-C
3104140000830	RUTKOWSKI WOJCIECH RUTKOWSKI MONICA E	1515 PAUL RUSSELL RD STE 83	UNIT 83-C
3104140000840	RUTKOWSKI JAN TRUST	1515 PAUL RUSSELL RD STE 84	UNIT 84-C
3104140000850	RUTKOWSKI JAN TRUSTEE	1515 PAUL RUSSELL RD STE 85	UNIT 85-C
3104140000860	RUTKOWSKI JAN TRUST	1515 PAUL RUSSELL RD STE 86	UNIT 86-C
3104140000870	RUTKOWSKI JAN TRUST	1515 PAUL RUSSELL RD STE 87	UNIT 87-B
3104140000880	RUTKOWSKI JAN TRUST	1515 PAUL RUSSELL RD STE 88	UNIT 88-A
3104140000890	RUTKOWSKI JAN TRUST	1515 PAUL RUSSELL RD STE 89	UNIT 89 - A



State of Florida



Department of State

R20020038297

RECORDED IN
PUBLIC RECORDS LEGAL CHY FL
BK: R2661 PG: 01519
MAY 01 2002 04:25 PM
BOB INZER, CLERK OF COURTS

I certify the attached is a true and correct copy of the Articles of Incorporation, as amended to date, of VILLAGE SQUARE HOMEOWNERS ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is 733329.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Nineteenth day of April, 2002

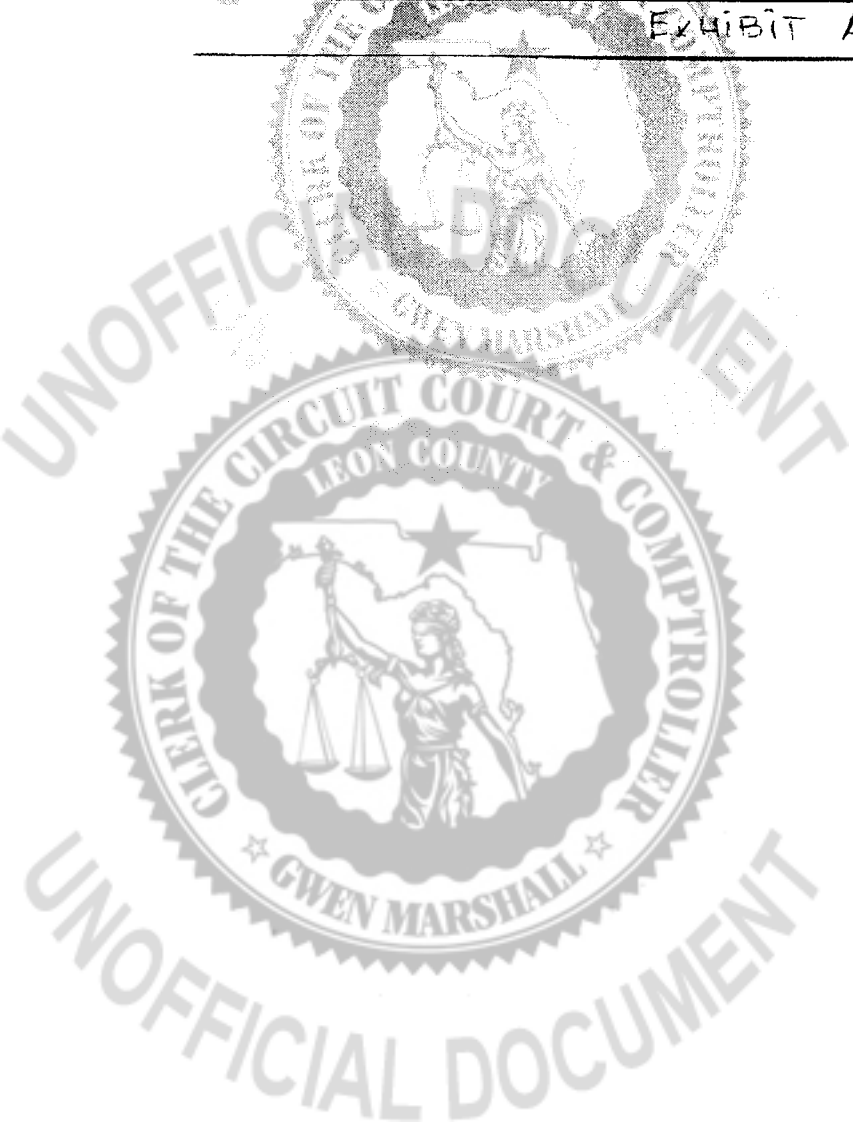


CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

EXHIBIT A



FILED
JUL 7 1957
DEPT. OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
Village Square Homeowners Association, Inc.
A NON-PROFIT CORPORATION

We, the undersigned, hereby associate ourselves together for the purpose of becoming incorporated under the laws of the State of Florida, applicable to corporations not for profit, under the following proposed Charter:

ARTICLE I
NAME

The name of the Corporation is
Village Square Homeowners Association, Inc.

ARTICLE II
PURPOSE AND POWERS

The corporation does not contemplate pecuniary gain or profit, direct or indirect, to its members. The purposes for which it is formed are:

To promote the health, safety, and welfare of the residents within the following described property in Leon County, Florida, to wit:

(See Schedule "A" attached hereto)

and such additions thereto as may hereafter be brought within the jurisdiction of this corporation by annexation as provided in Article VI herein, hereafter referred to as "The Properties" and for this purpose to:

- (a) own, acquire, build, operate and maintain recreation parks, playgrounds, entrance areas, entrance gates, street right-of-ways, streets, footways, drainage easements, drainage facilities, water systems, street lighting, street signs, including buildings, structures, personal properties incident thereto hereinafter referred to as "the common properties and facilities."
- (b) provide exterior maintenance of the lots and yards within the properties;
- (c) maintain unkept lands or trees;
- (d) supplement municipal services;
- (e) fix assessments to be levied against the Properties;
- (f) enforce any and all covenants, restrictions and agreements applicable to the Properties;
- (g) pay taxes, if any, on the common properties and facilities;

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(h) to promote the social welfare and education of the members hereof, and to promote the public safety within the confines of the Village Square Townhouses, including, but not limited to, the prevention of cruelty and danger to children and animals, and to generally promote the physical fitness and welfare, all for the benefit only of the members hereof; and,

(i) insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of the Properties.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee, interest in any lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. The requirement of membership shall not apply to any mortgagee acquiring title by foreclosure or otherwise, pursuant to the mortgage instrument.

Section 2. Voting Rights. The Association shall have two classes of voting membership.

Class A. Class A Members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A Members shall be entitled to one vote for each lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any lot, all such persons shall be Members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

Class B. Class B Members shall be the Developer. The Class B Member shall be entitled to two votes for each lot in which it holds the interest required for membership by Section 1 provided that the Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class A membership equals the votes outstanding in the Class B membership, at which time the Class B membership shall be determined to be a Class A membership and entitled to vote as such.

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ARTICLE IV
BOARD OF DIRECTORS AND OFFICERS;
SELECTION; TERMS OF OFFICE

The affairs of the corporation shall be managed by a Board of Directors of not more than nine (9) nor less than three (3) directors who need not be members of the corporation. Beginning with the first annual meeting to be held during the first ten (10) days of January, 1976, the members at each annual meeting thereafter shall elect such directors for a term of one year or until their successors are duly elected and, in turn, the directors shall elect officers according to the By-Laws. The first officers of the corporation shall be as follows:

J. KINSON COOK	President
PAUL GRAVES WILLIAMS	Vice-President
W. ROBERT OLIVE, JR.	Secretary
DORIS NIMS	Treasurer

ARTICLE V
ADDITIONS TO PROPERTIES AND MEMBERSHIP

Additions to the properties described in Article II may be only made in accordance with the provisions of the recorded covenants and restrictions or amendments thereto applicable to said properties. Such additions, when properly made under the applicable covenants, shall extend the jurisdiction, functions, duties, and membership of this corporation to such properties. Such approval must have the assent of two-thirds of those voting irrespective of class, of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE VI
MERGERS AND CONSOLIDATIONS

Subject to the provisions of the recorded covenants and restrictions or amendments thereto applicable to the properties described in Article II, and to the extent permitted by law, the corporation may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall have the



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assent of two-thirds of the votes irrespective of class of members who are voting in person or by proxy at a meeting called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE VII
MORTGAGES
OTHER INDEBTEDNESS

The corporation shall have power to mortgage its properties only to the extent authorized herein.

The total debts of the corporation, including the principal amount of such mortgages outstanding at any time, shall not exceed the total of ten (10) years' assessments current at that time, provided that authority to exceed said maximum in any particular case may be given by an affirmative vote of two-thirds of the votes irrespective of class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE VIII
QUORUM FOR ANY ACTION GOVERNED BY
ARTICLES V, VI, AND VII OF THESE ARTICLES

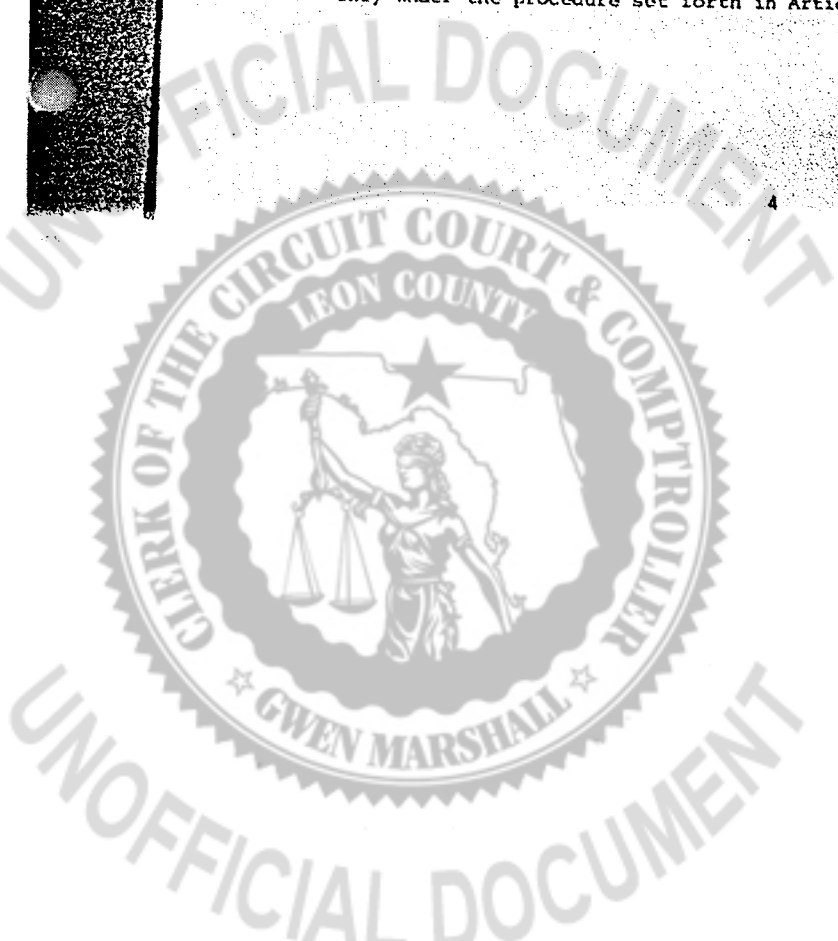
The quorum required for any action governed by Articles V, VI, and VII of these Articles shall be as follows:

At the first meeting duly called as provided therein, the presence of members, or of proxies, entitled to cast sixty (60) percent of all of the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in said Articles, and the required quorum at subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following such preceding meeting.

ARTICLE IX
DEDICATION OF PROPERTIES
OR TRANSFER OF FUNCTION TO PUBLIC AGENCY OR UTILITY

The corporation shall have power to dispose of its real properties only under the procedure set forth in Article VI herein.

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ARTICLE X
DURATION

The corporation shall exist perpetually.

ARTICLE XI
DISSOLUTION

The corporation may be dissolved only with the assent given in writing and signed by the members entitled to cast two-thirds of the votes irrespective of class of its membership. Written notice of a proposal to dissolve, setting forth the reasons therefor and the disposition to be made of the assets (which shall be consonant with Article XII hereof), shall be mailed to every member at least ninety (90) days in advance of any action taken.

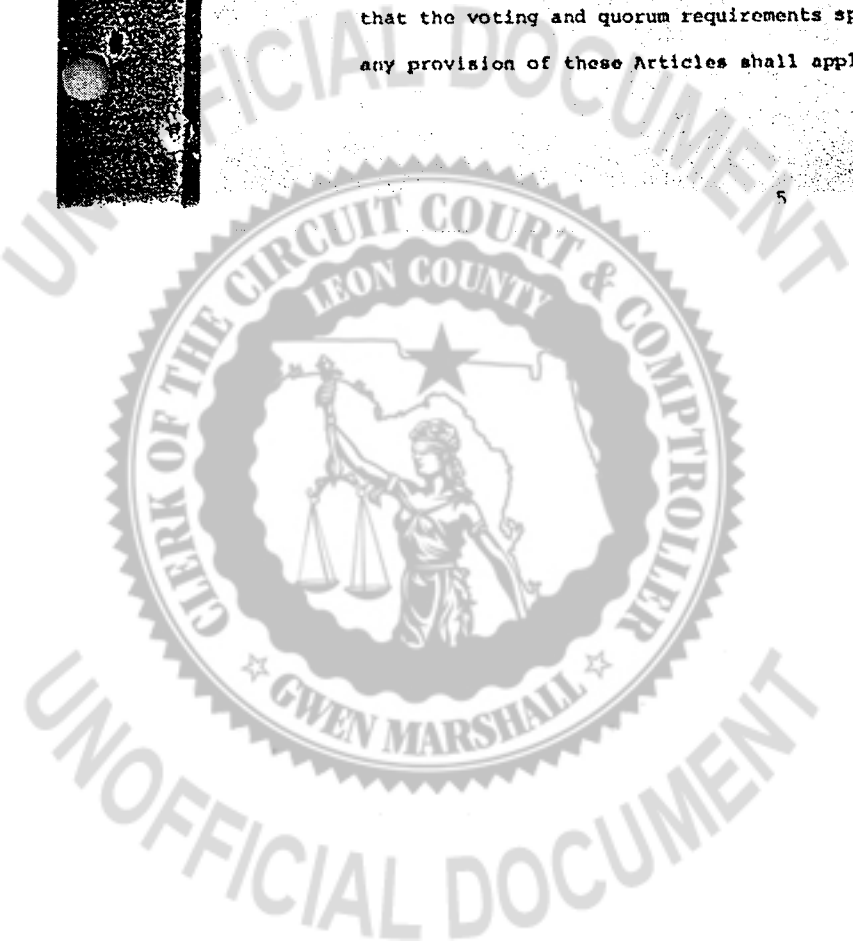
ARTICLE XII
DISPOSITION OF ASSETS UPON DISSOLUTION

Upon dissolution of the corporation, the assets, both real and personal of the corporation, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. No such disposition of Association properties shall be effective to divest or diminish any right or title of any member vested in him under the recorded covenants and deeds applicable to the properties unless made in accordance with the provisions of such covenants and deeds.

ARTICLE XIII
AMENDMENTS

These Articles may be amended by two-thirds vote of all the members of the Association at any regular or special meeting; provided, however, that the voting and quorum requirements specified for any action under any provision of these Articles shall apply also to any amendment of such

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provision, and provided further that no amendment shall be effective to impair or delete any rights of members that are governed by the recorded covenants and restrictions as to membership and voting rights in the Association, which are part of the property interests created thereby.

By-laws of the Association may be made, altered or rescinded by two-thirds vote of all the members of the Board of Directors at any regular or special meeting; provided, however, such By-laws shall contain a provision for amending the Declaration of Restrictions (filed in the Public Records of Leon County, Florida, Official Records Book 720, Page 516) and said amending provision of the By-laws may not be altered or rescinded subsequent to August 1, 1975 without two-thirds vote of members at a regular or special meeting where a quorum of 60% of the total members are present.

ARTICLE XIV
THE INCORPORATORS

The name and address of each incorporator is:

James Kinson Cook
319 W. King Street
Quincy, Florida 32351

W. Robert Olive, Jr.
821 Lake Ridge Drive
Tallahassee, Florida 32303

Larry B. Dunn
5150 Ile De France Drive
Tallahassee, Florida 32303

Sam H. Solomon, IV
Solomon Road
Quincy, Florida 32351

ARTICLE XV
REGISTERED OFFICE AND AGENT

The address of the initial registered office of the corporation is 700 Barnett Bank Building, Tallahassee, Florida, and the name of its initial registered agent at such address is W. Robert Olive, Jr.

ARTICLE XVI
INITIAL DIRECTORS

The names and addresses of those persons who are to act as directors until the election of their successors are:

James Kinson Cook
319 W. King Street
Quincy, Florida 32351

W. Robert Olive, Jr.
821 Lake Ridge Drive
Tallahassee, Florida 32303

Larry B. Dunn
5150 Ile De France Drive
Tallahassee, Florida 32303

Sam H. Solomon, IV
Solomon Road
Quincy, Florida 32351

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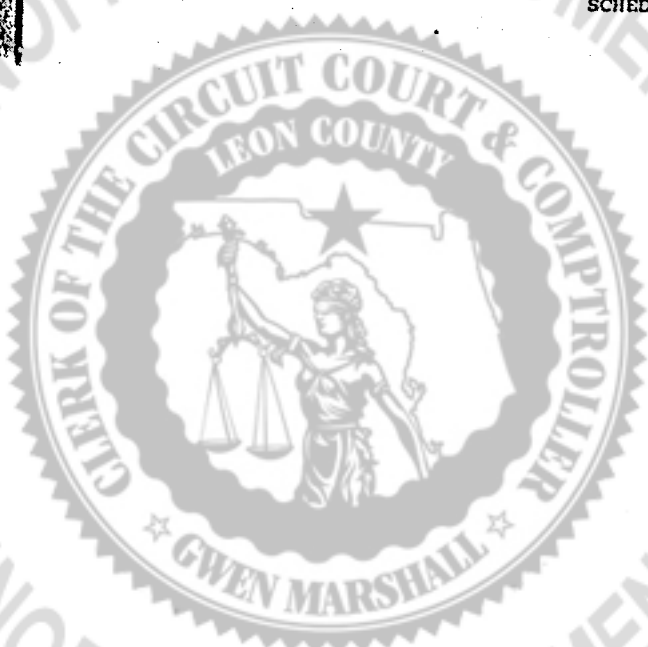
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Commence at a concrete monument marking the South-west corner of Section 4, Township 1 South; Range 1 East, Leon County, Florida, and run thence North 00 degrees 08 minutes 11 seconds East along the West boundary of said Section 4, a distance of 922.31 feet to a terra cotta monument for the POINT OF BEGINNING. From said POINT OF BEGINNING run thence South 89 degrees 42 minutes 40 seconds East 248.0 feet to a concrete monument, thence North 00 degrees 02 minutes 37 seconds East 839.19 feet to a terra cotta monument on the Southerly maintained right-of-way boundary of the Old St. Augustine Road, thence North 69 degrees 44 minutes 56 seconds West along said Southerly maintained right-of-way boundary 262.62 feet to a concrete monument on the West boundary of said Section 4, thence South 00 degrees 08 minutes 11 seconds West along the West boundary of said Section 4, a distance of 928.85 feet to the POINT OF BEGINNING; containing 5.618 acres, more or less.

FILED
JUL 17 1 51 PM '75
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

SCHEDULE A

A-531



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Village Square Homeowner's Association, Inc.
1515 Paul Russell Road
Tallahassee, FL 32301
(850) 531- 8380
vsha@nettally.com

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BOB INZER, CLERK OF COURTS

By-Laws

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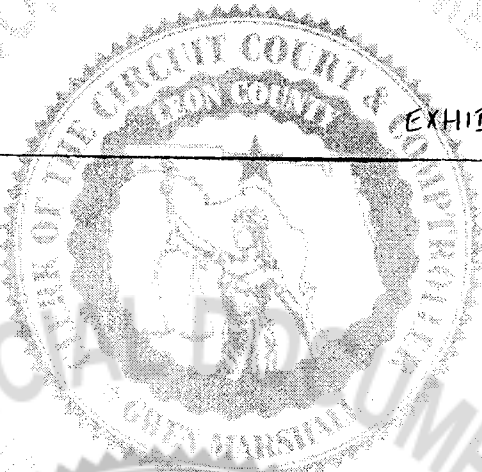


EXHIBIT B

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Village Square Homeowner's Association, Inc.

By-Laws

Amended May 17, 1990
Amended August 19, 1996
Amended October 24, 1996
Amended April 15, 2002

Article I - Name

1. The name of the association shall be VILLAGE SQUARE HOMEOWNER'S ASSOCIATION, INC.
2. For purposes of these by-laws, it will be referred to as the "Association".
3. The seal of the Association will bear the name of the Corporation, the word "Florida", the words "Corporation Not For Profit", and the year of the incorporation.

Article II - Object

1. The overriding purpose of the Association is to manage the affairs of common interest to all owners and residents.
2. The Association is a corporation not for profit organized and existing under the laws of the State of Florida.

Article III - Definitions

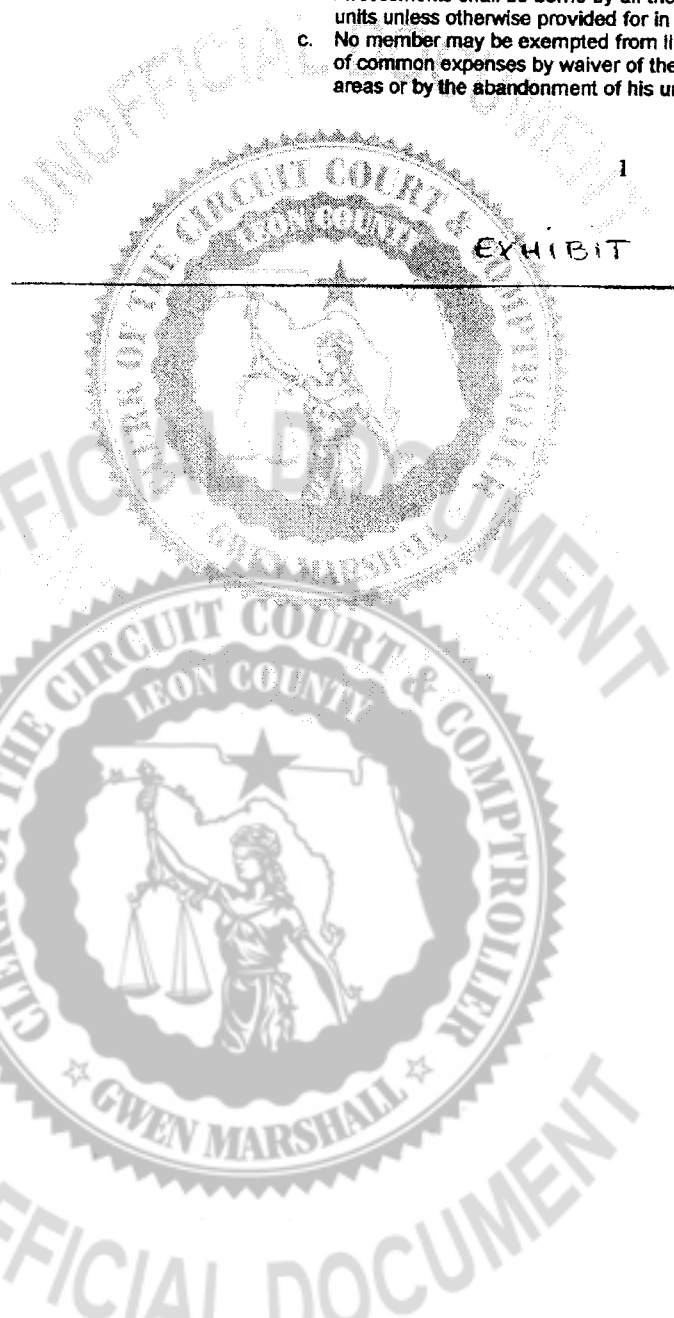
1. "Unit" means a single dwelling place located within the boundaries of the land described in the Articles of Incorporation of the Association and the land upon which it is constructed, as the land is described in the deed conveying title ownership to a member.
2. "Member" or "owner" or "homeowner" means the titled owner of a unit.
3. "Voting Member" means the titled owner from the individual unit who is vested with the right to vote at member meetings.
4. "Record address" means a member's residence address if the member resides at Village Square, or for a nonresident, the owner's address provided by the member or, if none provided, the member's address as stated in the deed conveying title of a unit to the member.
5. "Declaration" means the Declaration of Restrictions that are a matter of public record. (See Article XVI)
6. "Board" means the Board of Directors of this Association.

Article IV - Membership

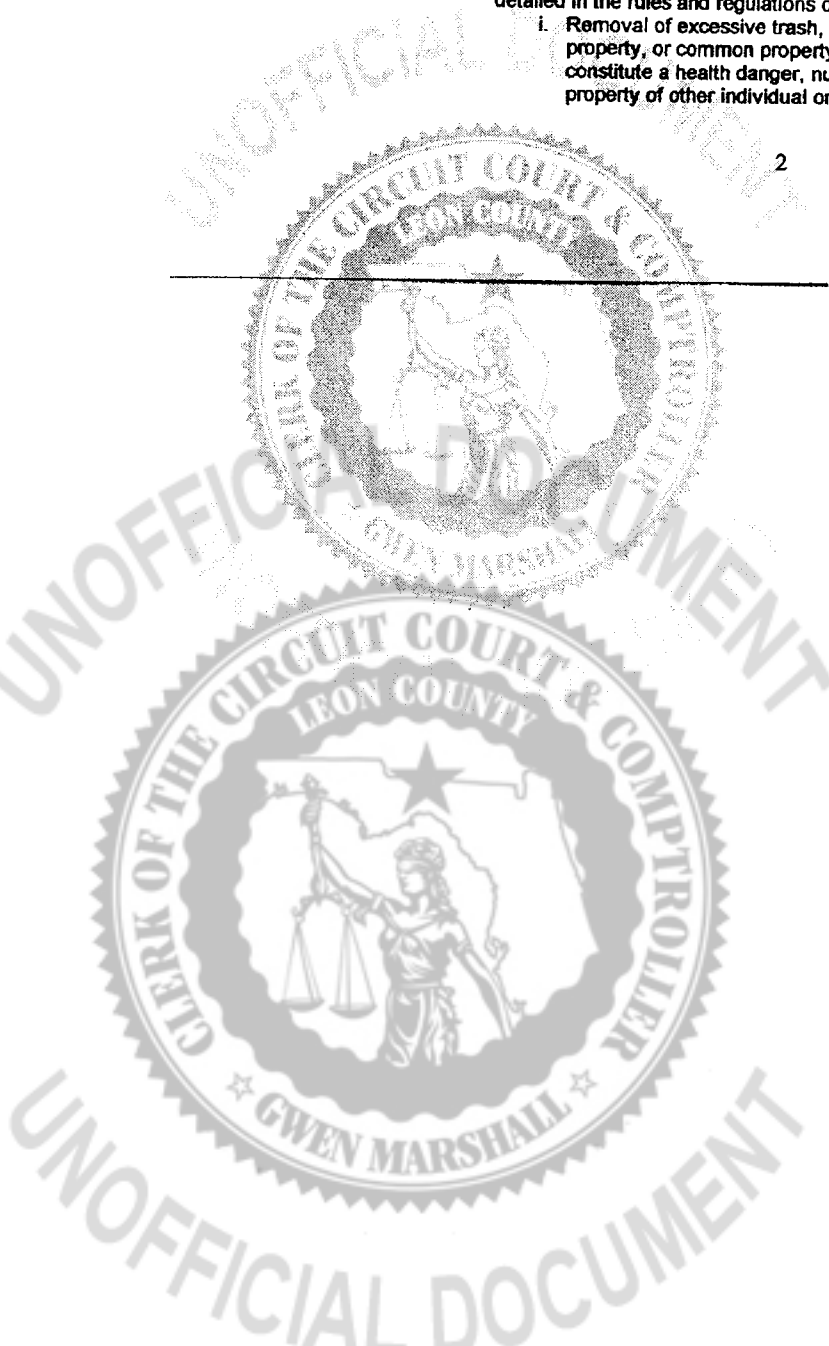
1. Membership in the Association is limited to those who have an ownership interest in a unit in Village Square. Membership is not transferable, assignable or otherwise passed on except by transfer of ownership in any unit.
2. Membership commences the day an ownership interest in a unit is acquired and continues until the ownership interest in a unit ceases.

Article V - Assessments and Liens

1. General provisions
 - a. The members of the Association shall pay assessments as provided in the Declaration and these By-Laws.
 - b. Assessments shall be borne by all the members prorated equally among the units unless otherwise provided for in these documents.
 - c. No member may be exempted from liability for contribution towards assessments of common expenses by waiver of the use or enjoyment of any of the common areas or by the abandonment of his unit.



- 2. Annual assessments
 - a. The annual assessment to members for their share of common expenses, to include operating expenses, capital repairs and expenditures and reserves for future repairs and replacements, shall be made on or before the first day of the month after the annual meeting at which such assessment is approved by a majority of the voting members present.
 - b. If no change is made at an annual meeting as required, the annual assessment for the next fiscal year shall be the amount of the prior assessment.
 - i. In the event the annual assessment proves to be insufficient, the budget and assessments therefore may be amended at any time by a majority of the voting members present at a meeting called for such purposes. Notice shall be given no less than thirty (30) days or more than forty-five (45) days before the meeting, and in the manner specified in Article XI, Section 4.
- 3. Special assessments
 - a. Assessments for capital improvements, repairs and common emergency expenses, which cannot be paid from the annual assessments, may be made at any annual or special meeting of members. Notice shall be given no less than thirty (30) days nor more than forty-five (45) days before the meeting, and in the manner specified in Article XI, Section 4.
 - b. Upon approval by a majority of the voting members present at such meeting, the assessment shall become effective, and it shall be due after thirty days notice thereof or otherwise as provided in the assessment motion.
- 4. Member payments
 - a. The annual assessment will be prorated for twelve payments due monthly on the first day of each month in the year for which the assessment is made. Monthly payments in arrears for 60 days will be cause for calling the full balance of the assessment due for the year.
 - b. A late fee of twelve dollars (\$12) shall be assessed against any member whose monthly payment is not received by the Treasurer postmarked on or before the 10th of the month when due.
 - c. A 1% per month interest charge will be added on any balance carried forward into the next month.
 - d. The Association Board is empowered to take direct action to correct such damages, disrepairs or potential liabilities as may occur from violation of any provisions of the Declarations of Restriction or these by-laws either by assuming cost and sending bills to the owners or filing notice as below, and civil or criminal action in the appropriate court of jurisdiction to protect the homeowners and Association. In any instance where the Association Board is required to carry out the provisions of this section, a notice shall be provided to the owner. Such notice shall define the problem and outline the acceptable solution. The owner shall be afforded 14 days to correct the problem. If, upon expiration of that time, the problem has not been corrected, the Association shall arrange for correction of the problem and will bill the owner as detailed in this section. In any emergency condition where there is immediate threat to life, health or property, the Board of Directors shall carry out the actions defined in this paragraph with concurrent notice to the owner.
 - e. An assessment in the amount of expense incurred to correct the problems shall be invoked upon just cause by majority vote of the Board members present and voting in the instances referenced in this section and for any other reason as detailed in the rules and regulations of the Association (Article XII) or for:
 - i. Removal of excessive trash, debris or unclaimed property on or in a unit property, or common property, where the site, location and/or visibility constitute a health danger, nuisance, odor or potential threat to life or property of other individual or collective homeowners.



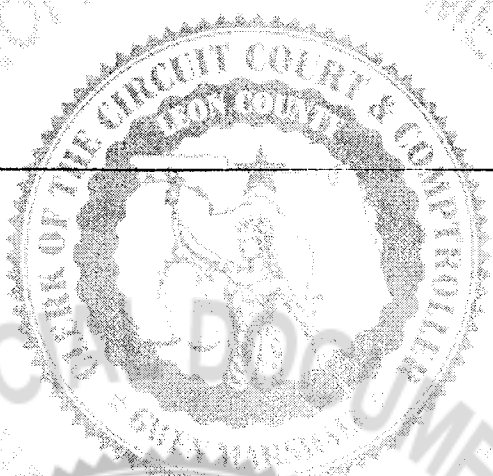
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- ii. Removal of any animals, which are raised, bred or that pose a threat to the health or well being of residents or that are a violation of the rules and regulations found in Article XII, item 14 of these by-laws. Any animals in violation of this provision will be removed in accordance with local laws.
- iii. Repair of any exterior or otherwise visible part of unit property that may be in disrepair, danger or create a potential liability to person and/or property.
- iv. Breakage of water lines, which occur in trunk lines serving a series of units, shall be repaired by the Board and paid for out of the annual budget except as noted below. Breakage of water lines from the trunk line to the individual unit shall be the responsibility of the unit owner. If the unit owner cannot be contacted in a timely manner, (to preserve property) a licensed plumber will be called to repair the leak and the unit owner will be billed as set forth in this section. Leaks, which occur within the unit, are solely the responsibility of the unit owner.
- v. Sewer line stoppages, which occur in a trunk line serving a series of units, will be repaired by the Board and paid for from the annual budget except as noted below. Stoppage in sewer lines from a unit to the trunk line or within a unit will be repaired and paid for by the unit owner. Conditions in sewer lines of individual units, which endanger the health, and safety of residents will be repaired by the Board and billed to the unit owner as set forth in this section. Any action by a unit owner or resident or any agent of said owner or resident which damages trunk water or trunk sewer lines will be repaired by the Association and charged to the unit owner causing the damage as set forth in this section.
- vi. The unit owner is responsible for payment to replace lost gate key(s).
- f. If a member is in default in any assessment, late fee or interest payment for more than thirty (30) days, the Treasurer shall notify the member in writing, by first class and certified mail, mailed to the member's address of record, of the assessment due and of the actions that will be taken under the provisions of Article V, paragraph 4 (f and g).
- g. If a member is in default in payment of any amount for more than sixty (60) days, the Treasurer will accelerate the remaining installments of the assessments for the current year and record a Claim of Lien against the property of the member on the public record. The unpaid balance of the account, including remaining assessment installments, late fees, interest charges and attorney fees and charges shall become due upon the date in the notice which will not be less than ten (10) days after delivery of the notice to the member, or not less than twenty (20) days after the mailing of a copy of the lien to the member by registered or certified mail.
- h. If any Claim of Lien is not satisfied by the member within thirty (30) days of the recording of the Lien, the member's default will be referred to the Board of Directors for the initiation of foreclosure action on the property.
- i. Annual and special assessments together with late fees, interest at the rate of 1% per month on the unpaid balance, collection cost and reasonable attorney fees required to collect assessments, if any, shall be a lien against the unit or units owned by the member or members failing to pay the assessment.

Article VI – Architectural Control

1. The board will set architectural policies and procedures aimed at maintaining the highest possible property values and individual rights to common areas.
2. The Board will carry out the duties and functions described in the Declaration or it may delegate architectural control to a committee of members.

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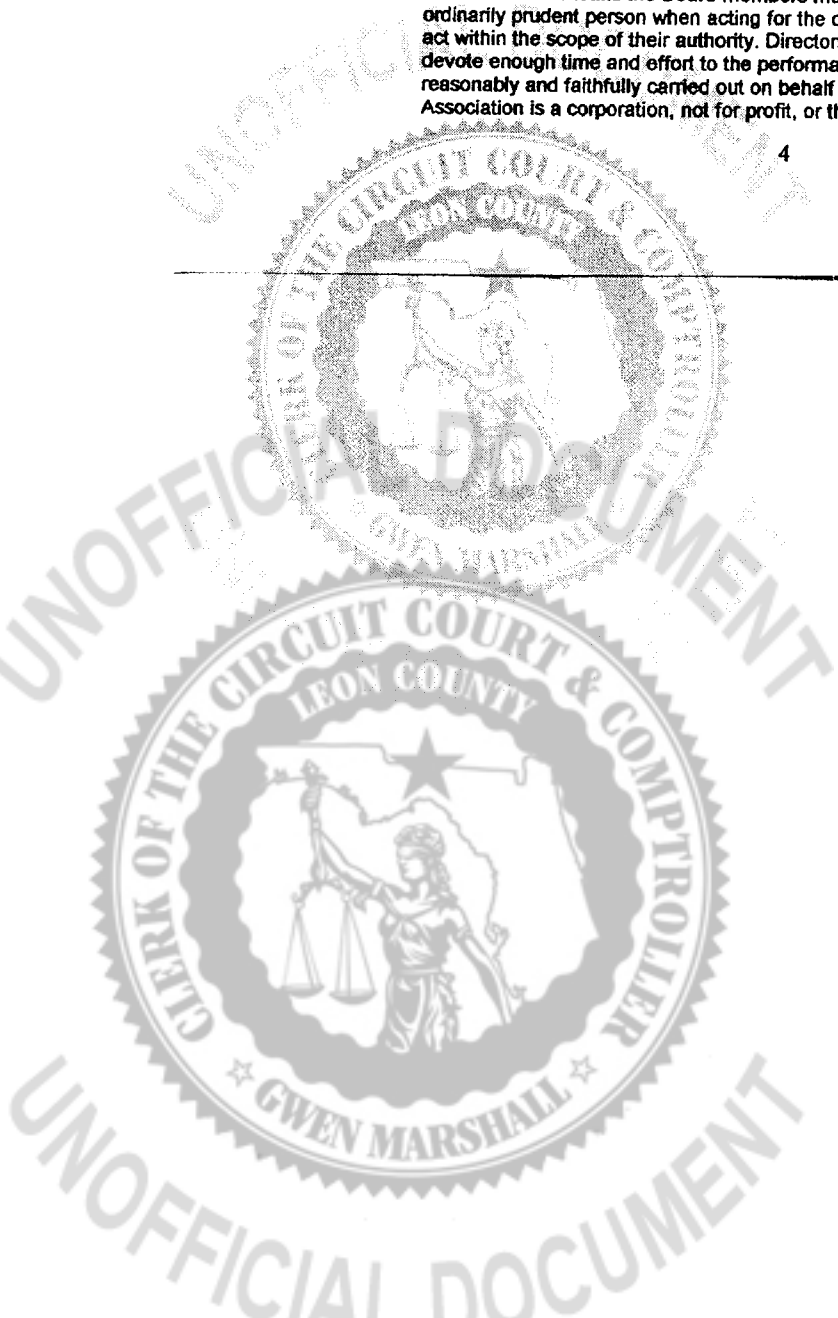


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3. Members must request approval in writing for unit modifications or projects which will be visible from outside the unit to include but not be limited to the items covered in the rules and regulations, Article XII, section 2.
4. Members must obtain approval from the architectural control committee before they proceed with any modifications.
5. If a member is making a modification visible from outside the unit without prior approval, the Board is authorized to stop work until approval can be obtained. If the modification is not approved, the member must restore the unit to its original condition at personal expense.

Article VII - Board of Directors

1. The affairs of the Association shall be managed by a Board of six (6) members, one of whom will serve as the chair of the maintenance committee and will advise the Board on all matters pertaining to the maintenance, repair or improvements of the common properties and facilities of the Association and be the administrative contact for the Board in dealing with maintenance-related personnel and contractors.
2. Eligibility to stand for election to the board of directors is limited to individual owners of record who are not in arrears for more than 30 days on any assessment.
3. The term of each board member's service shall be for one year or until removed in a manner elsewhere provided. Terms will begin and end after the close of the meeting at which elections are held.
4. Any Board member of the Association may resign at any time by delivering his or her written resignation to the president or secretary of the board. The resignation is effective when the notice is delivered by the board member unless the notice specifies a later effective date. If the resignation is effective at a later date, the vacant office may be filled by an action of the board before the effective date of the resignation and the successor will not take office until the vacancy is effective.
5. Vacancies occurring during the year shall be filled by the Board, except for vacancies caused by action of the members. Any board member who misses two (2) consecutive regular meetings of the Board or upon missing (4) board meetings without the prior approval of the Board president, may be removed upon the concurrence of four (4) other board members.
6. Any board member may be removed by a majority of voting members present at a special meeting of the members called for that purpose. That vacancy shall be filled by the members at the same meeting.
7. A board member may be hired also as an employee of the Association upon a majority vote of the board members present at a board meeting.
8. Board members may be paid a fee for their services if those fees are presented as a part of the budgeting process and fully disclosed to all members.
9. Powers of the Board:
 - a. To exercise the powers of the Association under the Declaration, the Articles of Incorporation, and these By-Laws except where membership approval is required and to manage the day-to-day operations of the Association.
 - b. To hire employees and agents of the Association, ensure that all contractors are insured and set their compensation.
10. Duties of the Board: The members of the Board of Directors and each officer of the board of the Association has a fiduciary relationship with the members of the Association. This fiduciary relationship imposes obligations of trust and confidence in favor of the association and its members. It requires each member of the board to act in good faith and in a manner he or she believes to be in the best interests of the members of the Association. It means the Board members must exercise the care and diligence of an ordinarily prudent person when acting for the community, and it requires each of them to act within the scope of their authority. Directors and officers of the Association must devote enough time and effort to the performance of their duties to ensure that they are reasonably and faithfully carried out on behalf of the Association. The fact that the Association is a corporation, not for profit, or that the members of the board are

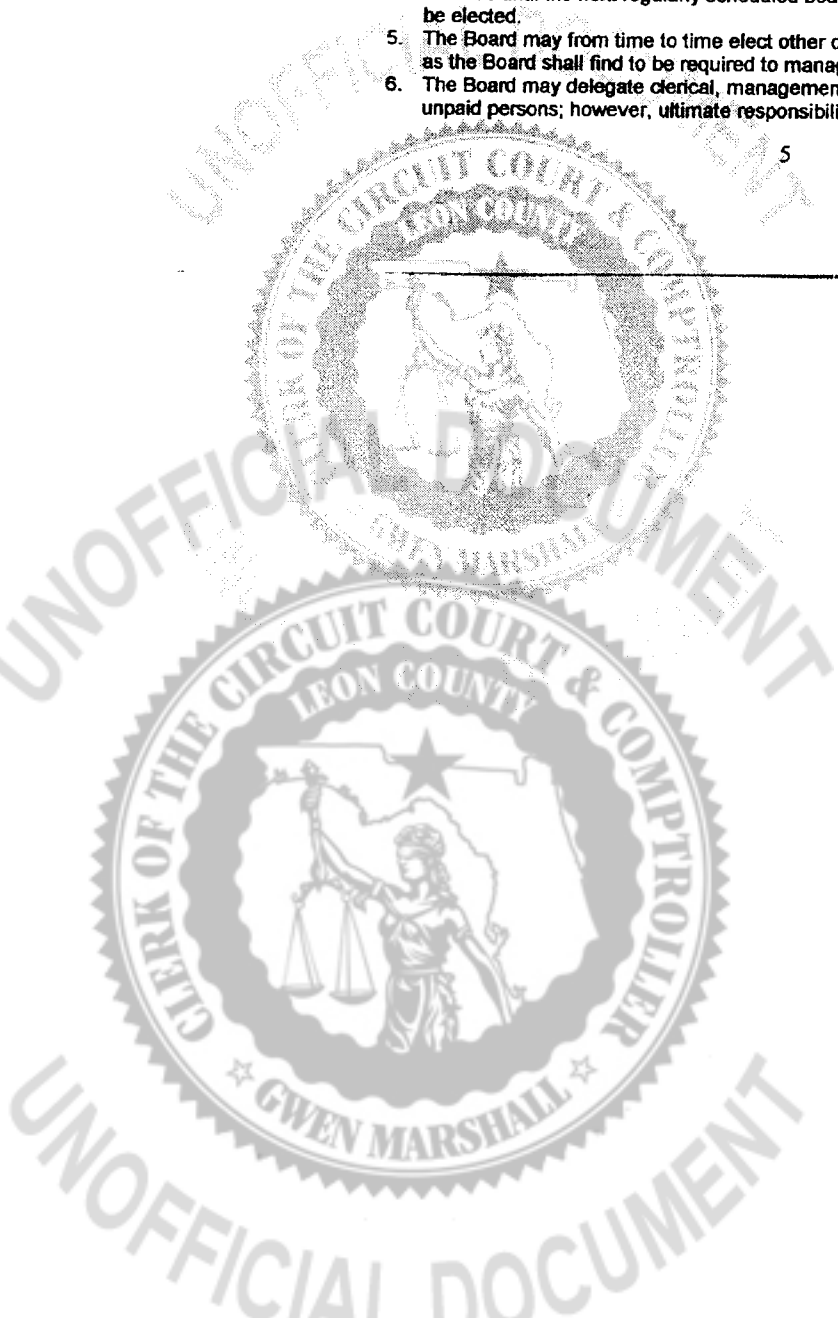


volunteers or unpaid does not relieve them of the standards of trust and responsibility that the fiduciary relationship requires.

- a. To receive and respond in the same manner to complaints from members on any matter involving Association functions, duties and activities.
- b. To submit a budget for member's approval at annual meetings in accordance with Article VIII, sections 10(e) and Article X section 7.
- c. To comply with the Declaration of Restrictions applicable to the properties, and other laws, rules, policies and by-laws affecting the Association and its members, to include but not be limited to all wage and hour, payroll tax and federal income tax rules and regulations.
- d. To provide monthly updates of all aspects of association affairs.
- e. To see that an independent examination or review of accomplishment of agreed upon procedures of the treasurer's records is made by a licensed or certified accountant each year, to be presented for approval to the Board of Directors at or prior to the June board meeting of the following year and to make a copy of the report available to any member requesting it.
- f. To appoint a nominating committee. (See Article XI, Section 10).
- g. To see that Fidelity bonds are acquired on all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be at least one half of the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.
- h. Maintain adequate insurance to cover the replacement value on any common buildings or property and to insure against liability for injuries to employees, owners or guests using commonly owned property.
- i. Insure that all official records of the Association are open to inspection and available for photocopying by members or their authorized representatives within 10 business days after receipt of a written request for access. Fees shall be imposed to cover the actual costs of providing members copies of the official records with payment required prior to the copying of records.
- j. The Board will not assume responsibility for the failure of realtors or non-resident homeowners to adequately notify renters of their responsibilities under the by-laws, deed covenants, state laws or local government ordinances. It shall be the policy of the board to send the owners of every unit any amended by-laws within thirty (30) days of the amendment with notice that they will be liable for the conveyance of all legal notices to their renters or successors in title, and shall equally be liable for the appropriate penalties and payments, as well as potential civil or criminal actions.

Article VIII – Officers

1. The executive officers of the Association shall be a president, who shall be a board member, a vice president, a secretary, and a treasurer, all of whom shall be elected annually by the Board and who may be removed upon the concurrence of four (4) other board members.
2. Any person may hold two or more offices except the president shall not also be the vice president, treasurer or secretary.
3. An officer may resign at any time using the same procedure as detailed in Article VII, section 4. An officer may be removed from office for failure or incapacity to perform or where the individual's conduct has or may compromise the effectiveness of the Board.
4. Upon the resignation or removal of an officer, the President may appoint interim officers to serve until the next regularly scheduled board meeting at which time a replacement will be elected.
5. The Board may from time to time elect other officers to exercise such powers and duties as the Board shall find to be required to manage the affairs of the Association.
6. The Board may delegate clerical, management and administrative duties to paid or unpaid persons; however, ultimate responsibility for the duties will remain with the Board

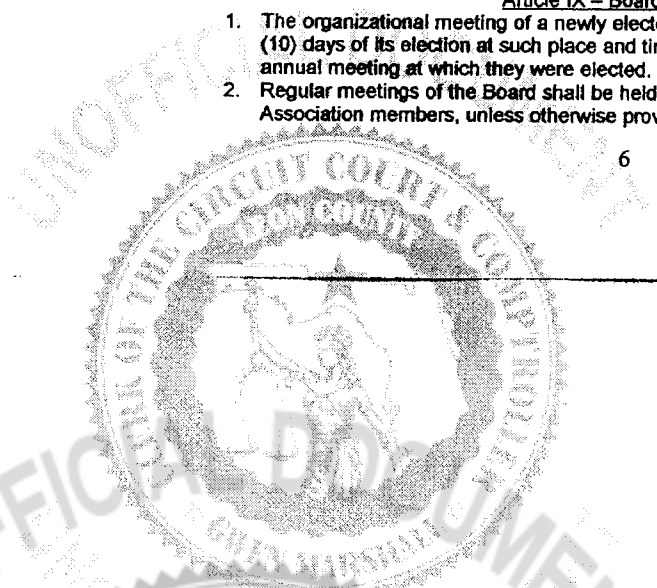


of Directors and the Officers of the Board. Duties, which are delegated, must be performed in accordance with these by-laws.

- 7. The president shall:
 - a. Be the chief executive officer of the Association.
 - b. Have all the powers and duties which are usually vested in the office of the president of an association, including but not limited to the power to appoint committees from among the members in good standing and otherwise eligible to vote at members' meetings, to assist in the conduct of the affairs of the Association.
- 8. The vice president shall:
 - a. Exercise the power and perform the duties of the president in the absence or disability of the president.
 - b. Generally assist the president and exercise other powers and perform other duties as may be prescribed by the Board or the president.
- 9. The secretary shall:
 - a. Provide for the keeping of the minutes of all proceedings of the Board and the members and see that they are distribute as required under Article IX section 4. Such minutes and records are to be maintained for a minimum of seven years.
 - b. Provide for the giving and serving of all notices to the members and directors and other notices required by law.
 - c. Maintain the records of the Association except those of the treasurer.
 - d. Perform all other duties incident to the office of secretary of an association and as may be required by the president or the Board.
- 10. The treasurer shall:
 - a. Have custody of all property of the Association, including funds, securities and evidence of indebtedness.
 - b. Insure that the books of the Association are kept in accordance with generally accepted accounting practices.
 - c. Maintain a current record address of each member and distribute as required under Section 10(g).
 - d. Provide a written report of corporate financial status at each Board meeting and at the annual meeting.
 - e. Provide a proposed budget to the Board at the September regular board meeting containing at least the approved budget for the current year and the year-to-date financial report.
 - f. See that concurrent with the notice of the annual meeting or by first class mail no later than 14 days before the annual meeting, a proposed budget showing at least the approved budget for the current year and the year-to-date financial report is sent to each member.
 - g. Provide to the membership a list of all members and their record addresses concurrent with the proposed budget.
 - h. Provide for the timely preparation of Federal Income tax returns and Payroll tax returns and cause all tax liabilities to be paid in a timely manner.
 - i. Provide for the deposit all monies received within seven days of receipt and payment of all bills on or before due dates.
 - j. Provide for the maintenance all personnel records and performance of any payroll functions.
 - k. Be responsible for the performance of all duties incident to the office of treasurer of an association and as may be required by the president or the Board to include all items include in Article X of these by-laws.

Article IX – Board Meetings

- 1. The organizational meeting of a newly elected board of directors shall be held within ten (10) days of its election at such place and time as shall be fixed by the directors at the annual meeting at which they were elected.
- 2. Regular meetings of the Board shall be held monthly, at a time duly noticed to Association members, unless otherwise provided by the Board. Notice of the time and



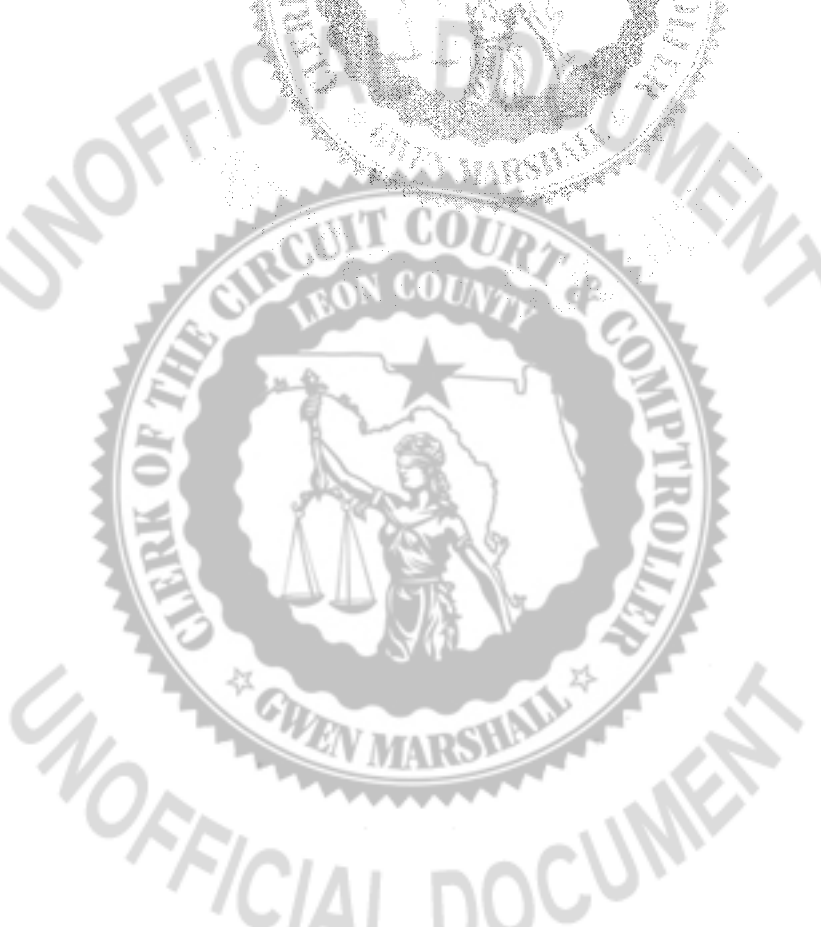
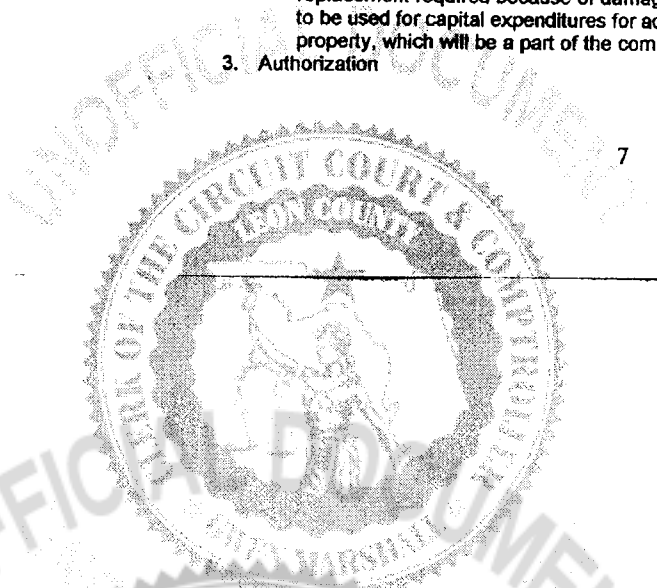
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- place of regular meetings shall be provided in the minutes of the previous meeting, which will be distributed at least seven (7) days before the scheduled meeting.
3. Special meetings of the Board may be called by the president and must be called by the secretary at the written request of a majority of the board members. Notice of the meeting shall be given at least three (3) days prior to the day named for such meeting, which notice shall state the time, place and purpose of the meeting, except in an emergency.
 4. Minutes of each regular and special meeting shall be distributed by first-class mail to each member not more than twenty-one (21) days after each meeting and at least seven (7) days before the next regularly scheduled meeting, at the record address for each member.
 5. A quorum shall consist of a majority of the entire Board.
 6. The acts approved by the majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of directors, except where approval by a greater number of directors is required by the Declaration, Articles of Incorporation, or these By-Laws.
 7. The presiding officer of Board of directors' meetings shall be the president. In the absence of the president and the vice president, the directors shall designate one of the other board members to preside.
 8. The order of business at regular board meetings shall be:
 - a. Proof of due notice of meeting; introduction of members and guests;
 - b. Set and approve the agenda.
 - c. Approval of minutes of prior meetings.
 - d. Reports of officers and committees.
 - e. Unfinished business.
 - f. New business.
 - g. General comments for the good of the Association.
 - h. Set the date, time and location of the next meeting.
 - i. Adjournment.
 9. Members attending a regular board meeting to be heard should be prepared to bring up their business of concerns at the appropriate time.
 - a. If the member has a proposal for the action by the Board, the member will let that be known when the agenda is being set at the beginning of the meeting and present the idea when the president calls for it under New business.
 - b. If the member has ideas, general comments or concerns to offer for discussion, these should be brought out under General Comments for the good of the Association.

Article X – Financial Matters

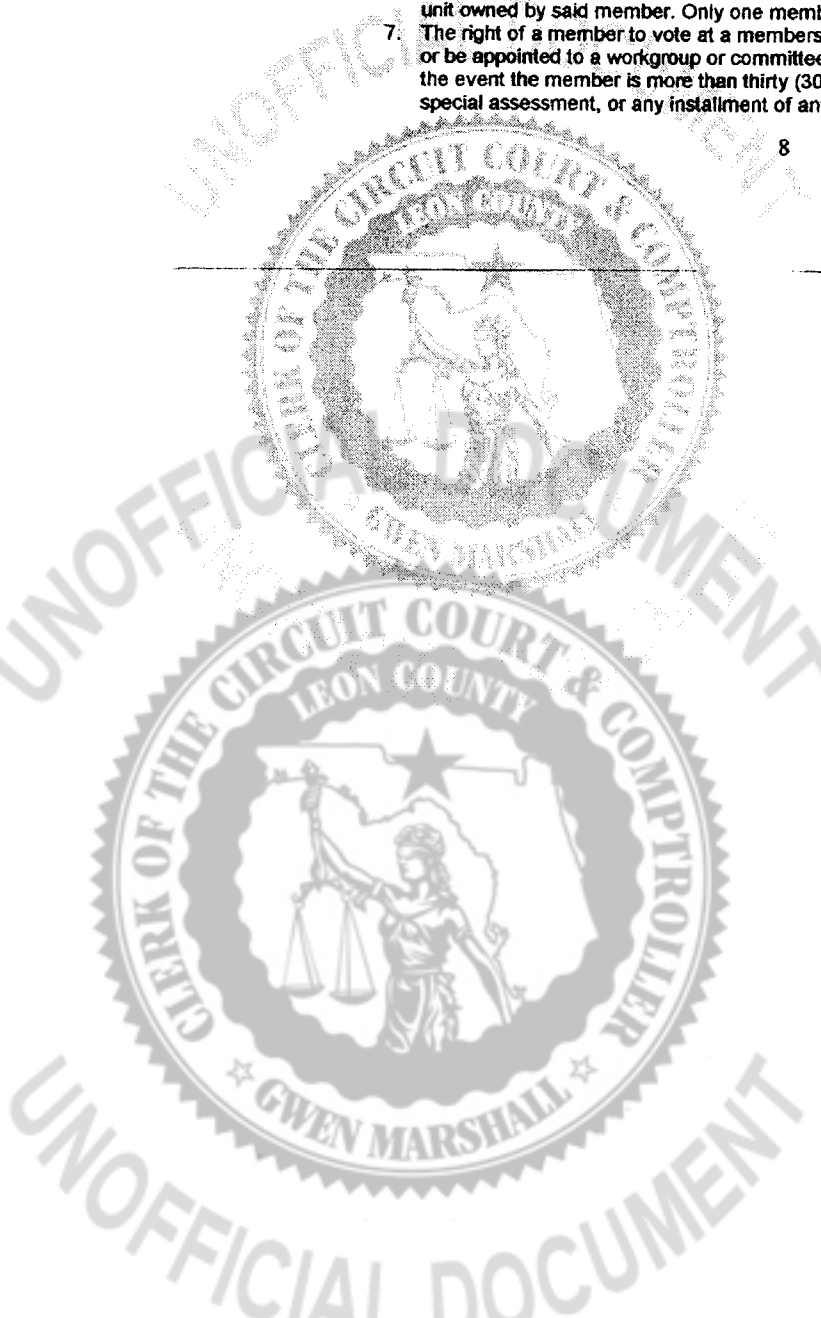
1. All the expenses of the Association, with the exception of assessments incurred by the association directly benefiting an individual owner or resulting directly from the act or the failure to act by an owner resulting in expense to the association, will be common expenses; expenses common to all homeowners.
2. The expenditures of the Association will fall into two main categories, "current expenses" and "reserves".
 - a. "Current expenses" for operations include all expenditures to be made within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, and exclude expenditures chargeable to reserves or to additional improvements.
 - b. "Reserve expenditures" for replacement and additional improvements, include funds for maintenance items, which occur less frequently than annually, funds for repair or replacement required because of damage, depreciation or obsolescence, and funds to be used for capital expenditures for additional improvements or additional personal property, which will be a part of the common elements.
3. Authorization



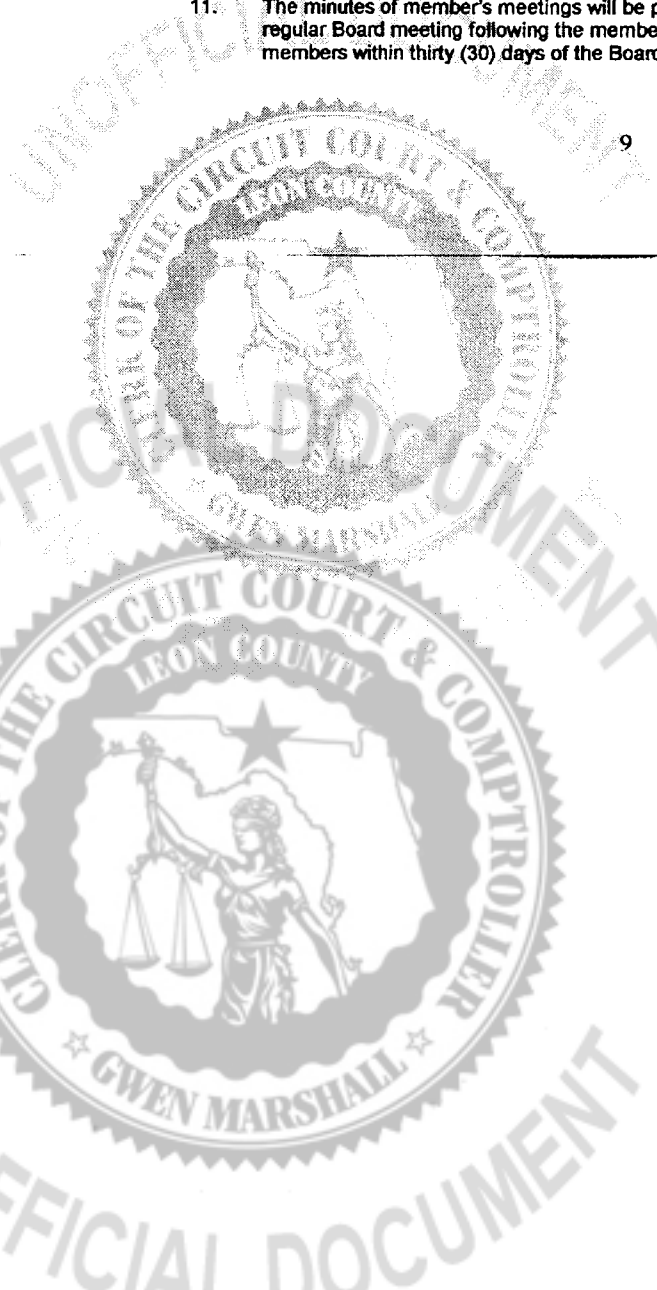
- a. Expenditures for other than budgeted expenses or payments made under contracts entered into by the Board shall not be made nor any obligation therefore entered into, except upon approval of the Board.
- b. Expenditures not exceeding two hundred and fifty dollars (\$250) may be authorized at any time by any board member in the case of an emergency or in a matter of substantial inconvenience to the members. The circumstances will be recorded in the minutes of the next board meeting.
- 4. The depository of the Association shall be designated by resolution of the Board. Withdrawals shall be made only by checks signed by persons authorized by the Board. Withdrawals from any other accounts will be made by transfers to the checking account.
- 5. Signors on checking and savings accounts will be approved by the Board of Directors and will include the Treasurer, The President and one other board member. All disbursements must be approved by any two of the above.
- 6. Bank statements will be sent to a member of the Board other than the Treasurer and will be reviewed for compliance to financial procedures.
- 7. Monthly financial statements will be provided by the Treasurer and will include the year-to-date expenditures compared to the budget and a balance sheet detailing reserves.
- 8. The Association will file all required Federal Income Tax Returns, Quarterly Payroll Tax Returns, and Corporate filings in a timely manner and the Treasurer will submit copies of all filings at the next scheduled Board meeting after the due date of returns.
- 9. All financial records will be kept according to generally accepted accounting principles.
- 10. The annual financial report will be prepared within thirty (30) days after the close of the fiscal year (12/31) and shall be submitted to the Board at the February meeting and made a part of the minutes distributed to all Association members.

Article XI – Members' Meetings

- 1. The annual members' meeting shall be held at the principal office of the Association or within a mile of Village Square at a time and place designated by the president no earlier than the second Sunday in November and no later than the second Sunday in December.
- 2. The purpose of the annual meeting is to elect directors, approve the annual assessment, approve a budget, and transact any other appropriate business authorized to be transacted by the members. Should a quorum not take place at the annual meeting, or any subsequent special meetings that may be called by the president or Board, the existing constituted and duly elected Board and officers shall remain in office until such time as a quorum shall exist, continuing to hold the full powers and duties of the Board and officers.
- 3. Special meetings of the members shall be held whenever called by the president or by a majority of the Board of Directors, and must be called by the president upon receipt of a written request from members representing at least fourteen (14) units.
- 4. Notice of Member Meetings
 - a. Notice of all members' meetings, stating the time and place and the purpose for which the meeting is called, shall be given by the president or secretary.
 - b. The notice shall be in writing to each member at the record address as it appears on the books of the Association and shall be mailed first class not less than thirty (30) days nor more than forty-five (45) days before the date of the meeting.
- 5. A quorum at members' meetings shall consist of the persons present in person or by proxy at any duly noticed members' meeting, but not less that twelve (12), unless otherwise provided in the Articles of Incorporation. In the event a quorum is not reached, the president will reschedule the meeting. Notice will be sent to the members as required in section 4 (b).
- 6. In any member's meeting, each member shall be entitled to cast one (1) vote for each unit owned by said member. Only one member from each unit may vote on a question.
- 7. The right of a member to vote at a members' meeting, to serve on the board of directors or be appointed to a workgroup or committee of the Association, shall be suspended in the event the member is more than thirty (30) days in arrears in payment of any annual or special assessment, or any installment of any assessment.



- 8. Votes of a member may be cast in person or by proxy.
 - a. Proxy voting may only be done using the Proxy ballot, which will be distributed to members with the notice of meeting.
 - b. The proxy vote may be general and allow the proxy to use his or her best judgment on all matters or may be limited to specifically authorize the proxy to cast votes as authorized on the proxy ballot.
 - c. Proxy votes will be used for the purpose of determining the presence of a quorum.
 - d. To be valid the proxy must identify the person who will vote the proxy at the meeting. The designee may be made by name or by designating a specific officer of the association.
 - e. The proxy must be dated, and state the date, time and place of the meeting for which the proxy is given, and be signed by the voting member.
 - f. The proxy is revocable at any time.
 - g. Proxy holders may not designate substitutes to act in place of the proxy holder.
 - h. A copy of any properly executed proxy ballot must be received by the secretary of the Association prior to or at the meeting for which it is intended and in no case is a proxy valid for more than 90 days. The original proxy must be presented by the proxy holder at the time of the meeting. The proxy vote will not be counted unless the proxy holder is present at the meeting.
 - i. A proxy may be used only at the meeting for which it was given.
- 9. The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:
 - a. Election of chairman; chairman's appointment of a recording secretary.
 - b. Calling of the roll.
 - c. Proof of notice of meeting or waiver of notice.
 - d. Reading and approval of prior annual meeting minutes.
 - e. Reports of officers.
 - f. Reports of committees.
 - g. Election of directors (if an annual meeting).
 - h. Unfinished business
 - i. New business
 - j. Adjournment.
- 10. Election of directors shall be conducted at the annual meeting of members.
 - a. A nominating committee shall be appointed by the Board at the September Board meeting.
 - b. The committee shall report nominees to the members concurrent with the notice of the annual meeting. Nominees must be current with all regular and special assessments and review and agree to carry out the duties of a board member as detailed in the by-laws.
 - c. Additional nominations for directors may be made from the floor as long as the nominations can be certified by the secretary as being qualified as referenced in section (b) and the nominees are agreeable to carrying out the duties of a board member as detailed in the by-laws. If, at the close of nominations, the number of nominees is equal to the number of positions up for election, the nominees are considered elected by general consent.
 - d. The election shall be by ballot (unless dispensed with by unanimous consent) and by a majority of the voting members present in person or by proxy.
 - e. Each person voting is entitled to cast one (1) vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.
 - f. In a case where there are more nominees than positions, the persons with the greatest number of votes are elected.
- 11. The minutes of member's meetings will be presented to the Board for approval at the first regular Board meeting following the members' meeting, and then distributed to all members within thirty (30) days of the Board's meeting.

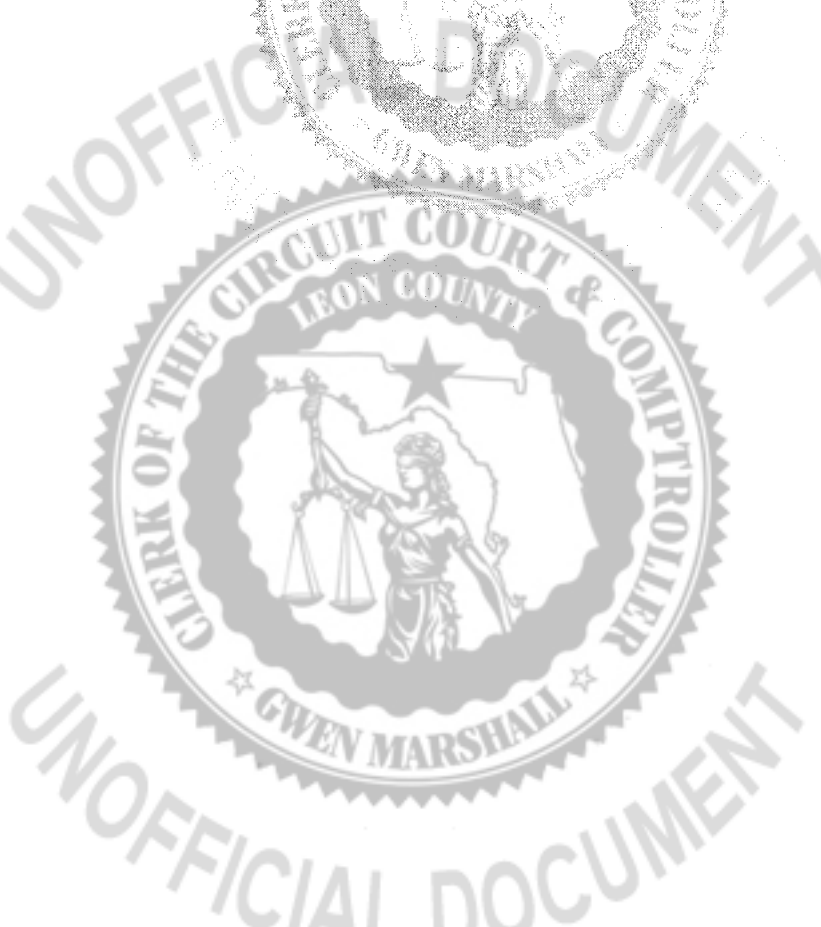
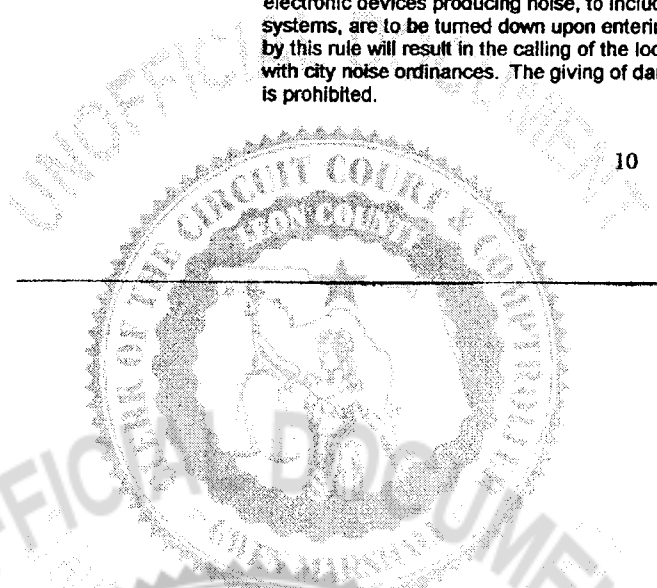


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Article XII - Rules and Regulations

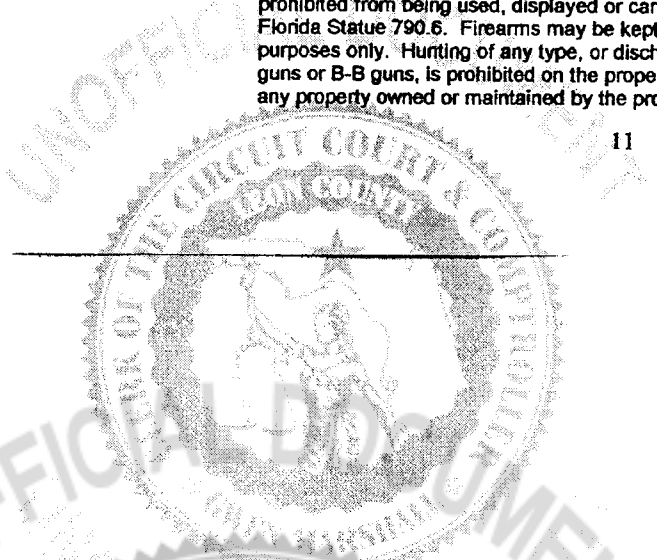
These Rules and Regulations are promulgated to inform owners, residents, and guests of the requirements of the Association. These Rules and Regulations have been officially adopted by the Board of Directors and in no way limit the application of requirements of the Declarations as recorded in the Public Record of Leon County, Florida.

1. All Townhouses shall be used and occupied solely and exclusively for single-family residential purposes. The total number of persons that can reside in any unit is limited as follows: Two bedroom unit: four (4); Three bedroom unit: six (6); Four bedroom unit: eight (8).
2. No alterations to the exterior of the Townhouses or erection of fences or change in the exterior color of the Townhouses, or removal of trees may be made without prior written approval of the Architectural Control Committee of the Village Square Homeowner's Association, Inc., provided, however, all fences shall be of uniform size and constructed of wood materials and shall be of uniform perimeter, said uniform perimeter to be measured from the middle of fire wall to middle of fire wall to extend back of each unit a distance not to exceed the length of the shortest lot in the row of Townhouses in which the unit is located less three (3) feet. The fence presently located on Townhouse Unit 31c is exempt from the proviso provided said fence is within the property of said unit less three feet from the back lot line. Instructions for applying for such approval and the consequences of unauthorized changes are found in Article VI.
3. Each individual Townhouse owner shall be responsible for maintenance of the enclosed area of the Townhouse, including the patio, screened areas, deck areas, and enclosed fenced areas outside of the Townhouse; and also be responsible for maintenance of the exterior of the Townhouse. Failure to maintain such areas are subject to correction as detailed in Article V and the Declaration of Covenant and may include the Association making such corrections as necessary and assessing the homeowner for the cost. The Association shall be responsible for planting, replanting, and maintenance of landscaping grounds.
4. Each Townhouse and adjacent grounds are impressed with an easement in favor of the of the Association for purposes of access, ingress, repair and maintenance of wiring and other utility installation servicing more than one Townhouse, utilities, drainage, roads, trails, recreation, landscaping and other use deemed necessary by the Association.
5. No solicitation by residents or non-residents, whether of good, services, attendants, contributions or membership will be allowed. Posting of advertisements or display of posters shall not be allowed. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than two square feet, advertising the property for sale or rent.
6. Outside television antenna are not allowed; however, direct broadcast satellite's less than one (1) meter in diameter are allowed as long as they are placed in a place and a position not causing annoyance or disturbance to another Townhouse owner. Placement of all satellite dishes must be approved in writing by the Architectural Control committee.
7. Townhouse residents shall not hang or display washing, clothing, bedcovers, linens or other like unsightly objects from windows, fences, hallways or in any yard space, decks, patios and courtyards. Clotheslines are permitted as long as they are inside of a closed or fenced area to the rear of the Townhouse and such line is retractable when not in use. In no case may clothes be left on a line overnight or be hung in the front of any Townhouse.
8. Townhouse residents shall not play or permit to be played any device, electronic or manual, to include but not limited to musical instruments, radios, televisions, stereos, within or without a Townhouse that can be heard within any other Townhouse. All electronic devices producing noise, to include but not be limited to radios and stereo systems, are to be turned down upon entering the Association property. Failure to abide by this rule will result in the calling of the local law enforcement authorities in compliance with city noise ordinances. The giving of dancing or music lessons, vocal or instrumental, is prohibited.



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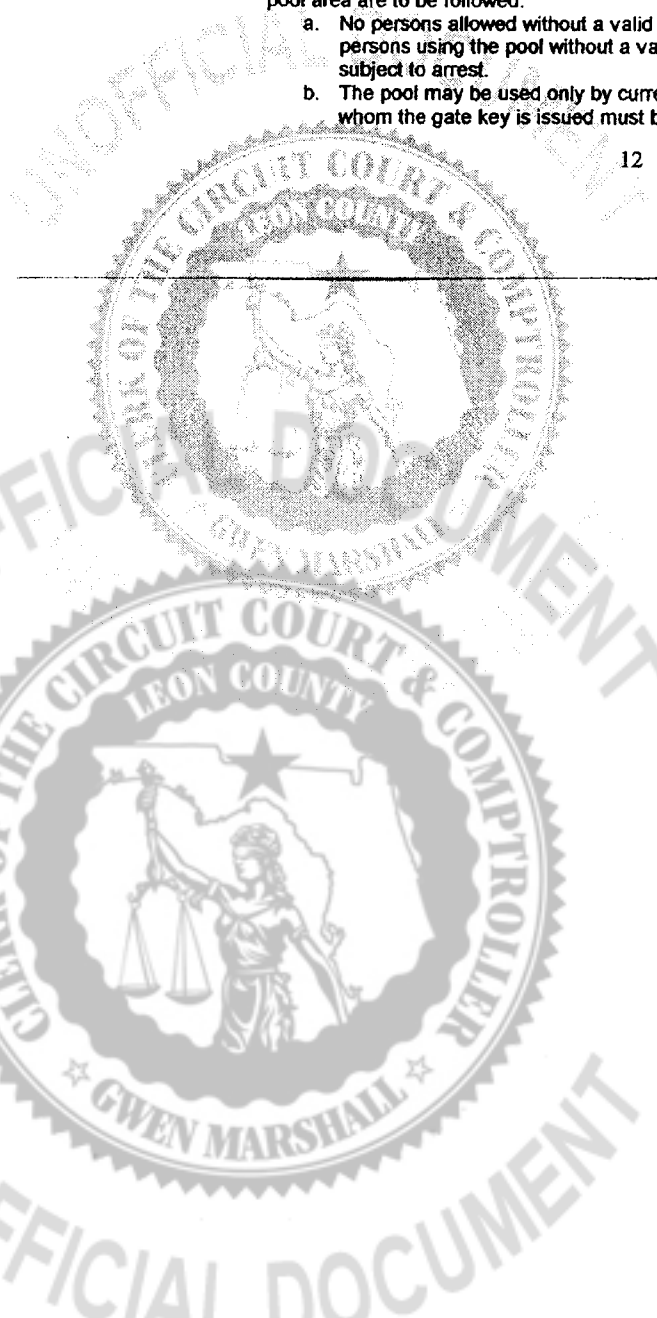
- 9. All household garbage, refuse and recyclables are to be deposited only in the facilities designated for that purpose. All household garbage must be placed inside the dumpsters available. Garbage left outside Townhouses will be reported to the Health Department for citation and may be removed by the Association and the costs assessed to the member. Items other than regular household garbage may not be placed in dumpsters or left on curbs or beside the dumpsters. The resident must remove such articles from the property.
- 10. Townhouse residents, their families and guests, shall not operate or permit to be operated in the complex any motor cycles, motor bikes, mini bikes or other motor powered two or three wheeled vehicles or any other motor driven vehicle with loud muffler or mufflers. Motorized vehicles shall not be operated in any way to cause disturbance or danger to any resident or guest of the property to include driving over 10 mph.
- 11. Bicycles, tricycles, toys, recreational equipment, and building and maintenance materials, may not be left in the common areas, driveways, sidewalks or unenclosed yards. Bicycles and tricycles may be operated only in a manner, which does not cause a danger to the rider or other residents and in no case may be left unattended. Items left unattended may be removed and disposed of by the Association with any cost incurred being assessed to the Homeowner.
- 12. Barbeque grills are permitted on patios or decks to the rear of the Townhouse and in any area designated by the board of directors. Barbeque grills are not be permitted on balconies, or in any area, which might constitute a fire hazard. Barbeques grills must be attended while in use and until all fire hazard is extinguished. Barbeque grills are not be permitted in common areas except with prior approval by the Board of Directors.
- 13. No window air-conditioning may be installed in any side of a building or in any window, and all exterior heating and/or air-conditioning compressors or other machinery shall be located to the rear of the Townhouse and not be visible from the street. Placement, other than in the existing area, of any new or replacement equipment must be approved by the Architectural Control Committee.
- 14. No animals, livestock, horses or poultry of any kind shall be raised, bred, or kept on any lot in or on the private or common area of the Townhouse, except that dogs and cats kept as household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and further provided that they are kept within the Townhouse or enclosed patio area of the Townhouse. Any resident may maintain no more than two (2) household pets. Caged animals such as birds or fish are not restricted as long as they do not cause a nuisance to any other resident and are not raised or bred for commercial purposes. Household pets outside of the Townhouse or enclosed area must be on a leash and accompanied by the owner. Pets may not be tied up and left unattended in any unenclosed areas. The owner of the pet must remove pet waste from any common area. Failure to do so will result in the notification of animal control officers and/or health officials. Cleanup of pet waste from common areas will be assessed to the member. In no case shall a pet be allowed to cause any disturbance to another resident. Barking dogs are to be removed to the inside of the Townhouse and quieted.
- 15. No gatherings or activities shall be carried on in any Townhouse or on any common property which might constitute an annoyance or nuisance to the neighborhood or tend to damage or destroy either private or common property to include, but not be limited to, parties for more persons that can park in allotted guest spaces and at which music or noise is generated that can be heard in any other townhouse; automobile maintenance or repair; and vehicle washing other than the resident's personal vehicles. Pool or tennis parties are not allowed on Townhouse property.
- 16. All types of firearms, including, but not limited to shotguns, rifles and pistols, are prohibited from being used, displayed or carried on the properties except as detailed in Florida Statue 790.6. Firearms may be kept inside the Townhouse for protection purposes only. Hunting of any type, or discharge of firearms or fireworks, including pellet guns or B-B guns, is prohibited on the properties covered by these covenants as well as any property owned or maintained by the properties.



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- 17. Owners shall provide paved parking in front of their Townhouse for all vehicles of residents of that unit, but in no case shall such paved area exceed 20' in width. The number of vehicles permitted to be parked in the paved parking area of each Townhouse shall not exceed the number of bedrooms or the number of spaces in front of the unit, whichever is less. Any enlargement of current parking space must receive the prior approval of the Architectural Control Committee. Townhouse owners are responsible for the maintenance of their paved areas
 - a. Common parking areas are provided for guests of residents and no vehicles shall be left in a common parking area for more than 48 hours without prior approval by the board. Resident or guest vehicles parked in a common parking area overnight for more than two days are subject to towing. Moving a vehicle and returning to another or the same visitor space will not protect from towing.
 - b. Boats or other recreational vehicles may only be parked in the paved spaces in front of the unit and are included in the count of vehicles allowed for any townhouse.
 - c. Any vehicle parked in an area designated as no parking or not in compliance with any of the parking regulations stated in this document may be towed at the vehicle owner's expense in accordance with local laws and Association rules. All unpaved areas are no parking areas.
- 18. Damage to any common area by residents or their guests will be assessed to the owner of the Townhouse.
- 19. The recreational court is for use by residents and their guests only. The court hours shall be 8:00am – 10:00 pm. Any person on the court area at any other time will be considered trespassers and local law enforcement officials may be called. These rules and any other posted rules on the court site are to be followed:
 - a. No persons allowed without a valid gate key issued by the Association. Users without a pass and not in the company of a current resident are trespassing. Trespassers are subject to arrest.
 - b. Play is limited to one hour if other residents are wishing to use the courts.
 - c. No glass or breakable objects allowed on the court.
 - d. No roughhousing in the court area.
 - e. No food allowed in the court area.
 - f. Soft drinks in paper or soft cups are permitted. Alcoholic beverages are prohibited.
 - g. No profanity or music other than headphones allowed.
 - h. No smoking in the court area.
 - i. No pets allowed in the court area.
 - j. No children under the age of 16 allowed unless accompanied by an adult over 18 who is a resident of the property.
 - k. Attire worn must be modest and athletic shoes must be worn on the courts.
 - l. All persons use the courts at their own risk.
 - m. Persons damaging or destroying equipment or furniture will be required to pay damages and be denied future access.
 - n. Residents are required to insure that the court area is locked when they complete play.
 - o. Persons failing to adhere to these rules may be denied future access and be required to surrender their gate key.
- 20. The swimming pool is for use by residents and their guests only. The swimming pool hours shall be 8:00 am – 10:00 pm only. Any person in the pool area at any other time or for purposes other than swimming or lounging will be considered trespassers and local law enforcement officials may be called. These rules and any other posted rules in the pool area are to be followed:
 - a. No persons allowed without a valid gate issued by the Association. Those persons using the pool without a valid gate key are trespassing. Trespassers are subject to arrest.
 - b. The pool may be used only by current residents and their guests. The resident to whom the gate key is issued must be present. No pool parties will be permitted.

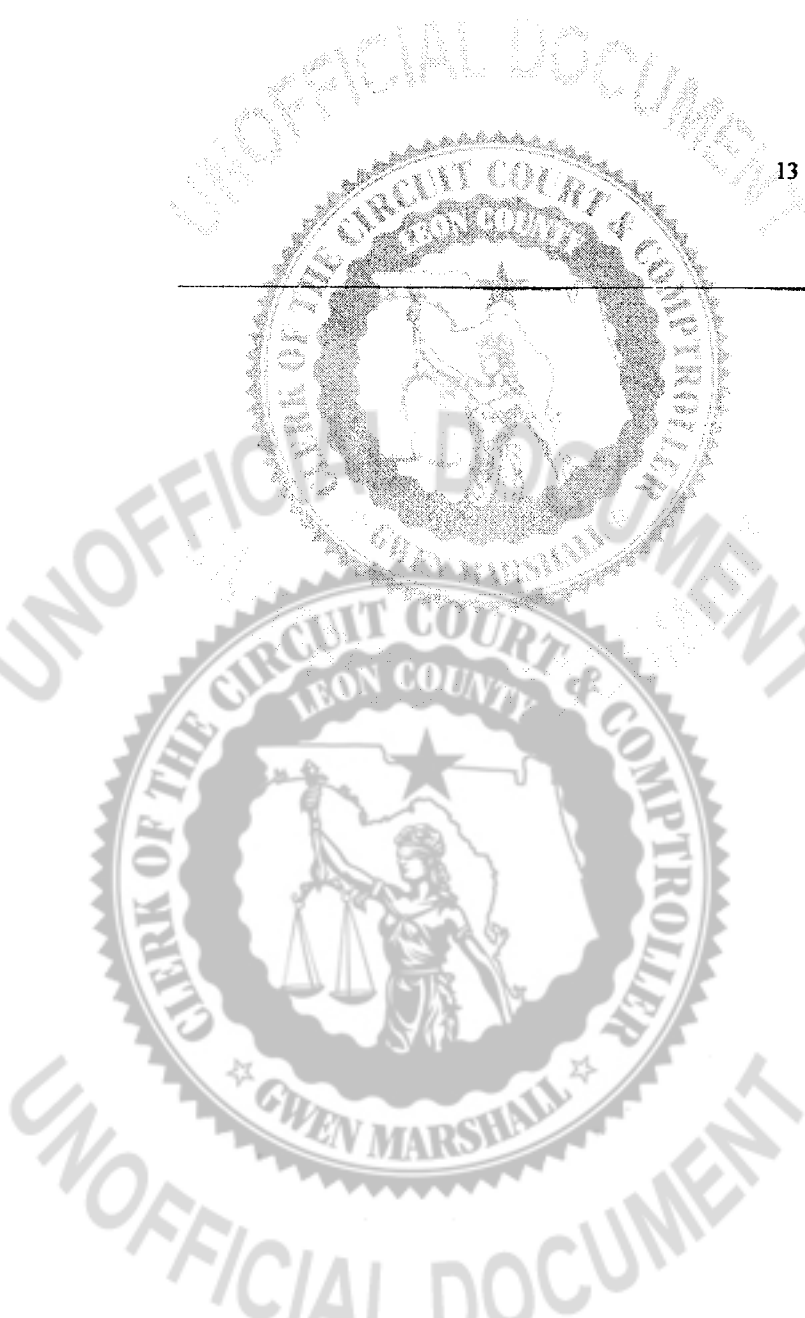


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- c. All bathers must shower before entering the pool.
 - d. No glass or breakable objects allowed in pool area.
 - e. No running, playing or roughhousing allowed.
 - f. No food allowed in the pool area.
 - g. Soft drinks in paper or soft cups are permitted. Alcoholic beverages are prohibited.
 - h. No profanity or music other than headphones allowed.
 - i. No pets allowed in the pool area.
 - j. No person with open sores or cuts allowed in the pool.
 - k. Proper pool attire is required. No nudity allowed.
 - l. No smoking in the pool area except in the designated area.
 - m. No children under the age of 16 allowed unless accompanied by an adult 18 or older who is a resident of the Townhouse.
 - n. No diving is permitted at any time.
 - o. There will be NO LIFEGUARD. All persons use the pool at their own risk.
 - p. Persons damaging or destroying pool equipment or furniture will be required to pay damages and be denied future access.
 - q. Residents are required to insure that the pool area remains locked while they are using and is locked when they leave the pool area.
 - r. Persons failing to adhere to these rules may be denied future access and be required to surrender their gate key.
21. Fines may be assessed against any member who violates any association rules. Fines will be assessed in the amount of \$100 with an additional \$100 per day assessed for any continuing violation up to a maximum of \$1,000 per violation. Fines will be levied only upon the majority vote of the Board of Directors and after members have been given notice of the infraction and have failed to correct the violation. Members will be responsible for the payment of any fines levied due to violation of rules by any tenant or guest of a unit.
22. No use of alcoholic beverages, nudity or profanity is allowed in driveways or any common area of the Townhouse property.
23. In adopting these Rules, the Board of Directors directs that members shall be responsible for adherence to these Rules and Regulations and shall be liable for all costs and fees associated with any violation of these Rules. Members are responsible for providing these Rules to renters and guests.

Article XIII – Rental, Lease and Sale Procedures

- 1. Upon transfer of membership (Article IV) the "VSHA Sale Information" form included with these by-laws will be completed and along with a copy of the deed conveying the property, be submitted to the Association within 10 days of the transfer of property. Closing agents are to contact the Association to determine that assessments are current and if they are not, payment for the past due assessments must be transmitted with the sale information. Any liens filed by the Association on a unit being transferred must be paid prior to or at the closing of the sale of the property.
- 2. Upon rental or lease of units, the "VSHA Rental Information" form included with these by-laws will be completed and submitted to the Association within 10 days of the execution of the rental agreement.



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Village Square Homeowner's Association Sale Information

Return to: Village Square Homeowner's Association, Inc.
1515 Paul Russell Rd., Tallahassee, FL 32301
For Information: Voice Mail Box: (850) 531-8380
Email: vsha@nettally.com

Please contact the Association to ensure that all assessments are current.

Prior to transfer:

Owner of Record: _____ Unit # _____

New Mailing Address: _____

Telephone: _____ (home) _____ (work)

Email: _____

New

Owner of Record: _____ Unit # _____

Mailing Address: _____

Telephone: _____ (home) _____ (work)

Email: _____

I will occupy the unit: _____ (yes) _____ (no)

If you at any time have non/owner adult residents occupying your property, please complete the Rental Information form included in the By-Laws of the Association.

of bedrooms: _____ # of occupants: _____ (not to exceed two per bedroom.)

of vehicles _____; not to exceed number of bedrooms or paved spaces for unit; **whichever is less.**

I have received a copy of the By-Laws of the Association, which include the rules, and regulations of the Association and I will adhere to and enforce all Association rules and by-laws now in force and any additions or changes made by the Association in the future. I have been informed that the annual assessment on this property is \$ _____ payable on the first of the month in installments of \$ _____ per month. I agree to pay all annual and special assessments in accordance with the governing documents of the Association.

(All persons on the deed must sign)

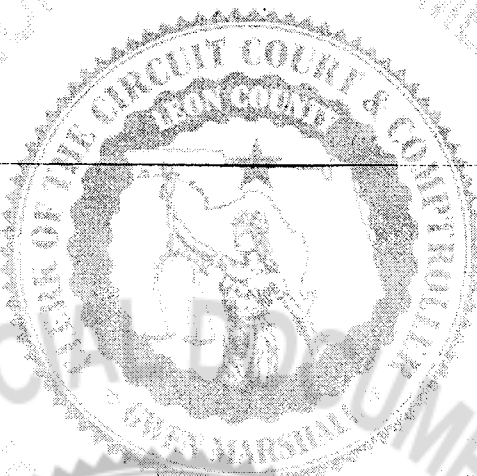
Witnesses:

New Owner of Record

New Owner of Record

Return this form to the Association within ten (10) days of the transfer of the property, along with a copy of the deed transferring ownership and any assessments due and payable on the date of transfer.

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Village Square Homeowner's Association Rental Information
Must be completed for any non-resident occupant of a unit with or without rental or lease agreement.

Return to: Village Square Homeowner's Association, Inc.
1515 Paul Russell Rd., Tallahassee, FL 32301
For Information: Voice Mail Box: (850) 531-8380
Email: vsha@nettally.com

Owner of Record: _____ Unit # _____
Mailing Address: _____
Telephone: _____ (home) _____ (work)
Email: _____

Names of persons signing lease/ rental agreement:

Telephone: _____ (home) _____ (work)

of bedrooms: _____ # of occupants _____; not to exceed two per bedroom.
of vehicles _____; not to exceed number of bedrooms or paved spaces for unit; **whichever is less.**

_____ The rules and regulations of the association have been made a part of the lease/rental agreement entered into;

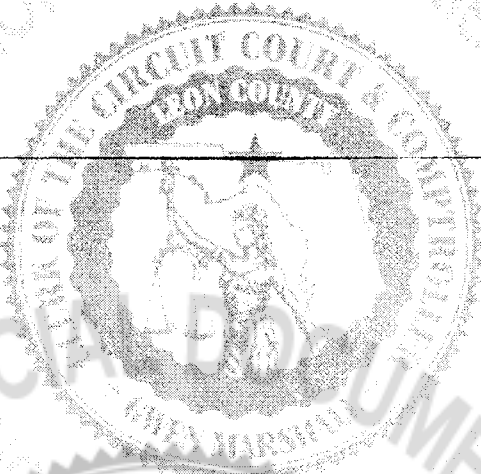
_____ There is no rental or lease agreement in force; however, the rules and regulations have been communicated to all non-owner residents of my property.

As the owner of the property,
I will adhere to and enforce all VSHA rules now in force and any additions or changes made by the Association.

Witnesses:

Owner of Record/Landlord

UNOFFICIAL DOCUMENT



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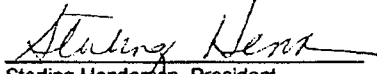
Article XIV – Amendments

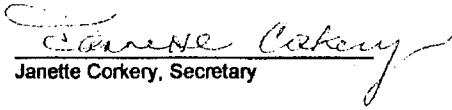
1. These By-Laws may be amended by the Board of Directors on behalf of the members. Amendments should preserve the focus of the Association to serve the members and must be approved by 2/3 of the Board members present at a duly noticed meeting for which there is a quorum.
2. Notice of any board or committee meeting at which any amendment to the By-Laws will be discussed or be voted on, shall be provided to all members not less than ten (10) days prior to the date of that committee or Board meeting. Any member may review the proposed changes by contacting the Association by mail, voice mail or e-mail.
3. Amended By-Laws will be mailed to all owners by first class mail to their address of record within thirty (30) days of the action with no charges.
4. Effective with this by-law change, all by-laws will be recorded in the public record.

Article XV – Amendments to Declaration

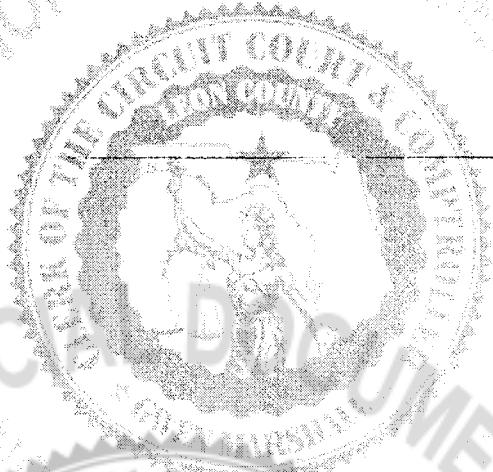
1. Amendments to the Declaration of Restrictions (filed in the Public Records of Leon County, Florida, Official Records Book 720, page 516 –520 and amended in Record Book 726, page 373-374) may be made by a 2/3 majority vote of members at an annual or special meeting. The presence of members, or of proxies, entitled to cast sixty (60) percent of all the votes of the membership shall constitute a quorum (32 eligible votes or proxies).
2. Notice of an amendment shall be provided to the members concurrent with the notice of the meeting at which the amendment shall be put. Notice shall be given no less than thirty (30) days nor more than forty-five (45) days before the meeting, and in the manner specified in Article VI, Section 4.
3. Amendments to the Declaration will be recorded in the public records within thirty (30) days of the action and a copy will be sent to all owners by first class mail to their address of record.

These amended by-laws were adopted as required according to the governing documents on April 15, 2002 at a duly noticed meeting of the Board of Directors.


Sterling Henderson, President


Janette Corkery, Secretary

UNOFFICIAL DOCUMENT



UNOFFICIAL DOCUMENT