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J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK3 Receipt#062865

This instrument prepared by
Marvin W. Bingham, Jr.
P.O. Box 1930
Alachua, Florida 32616

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
TILLMAN ACRES, PHASE 1, AS RECORDED IN PLAT BOOK 22, PAGE 82
OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA**

THIS DECLARATION OF RESTRICTIONS is made this 25 day of June, 2001, by
TILLMAN FARMS, INC., a Florida corporation, hereinafter referred to as "Developer."

WHEREAS, Developer is the owner of all the lots in **TILLMAN ACRES, PHASE 1**, a subdivision,
as per Plat Book 22, Page 82, of the Public Records for Alachua County, Florida; and

WHEREAS, Developer intends to sell the above described property, restricting it in accordance with
a common plan designed to preserve the value and residential qualities of the land, for the benefit of its future
owners and imposing certain covenants, restrictions, easements and conditions;

NOW THEREFORE, Developer declares that the real property shall be held, transferred,
encumbered, used, sold, conveyed, leased, and occupied subject to the covenants, conditions, easements, and
restrictions set forth below expressly and exclusively for the use and benefit of the property and of each and
every person or entity who now or in the future owns any portion or portions of the real property.

**ARTICLE I
DEFINITIONS**

The following words when used in this Declaration (unless the context shall prohibit), shall have the
following meanings.

(a) Association: "Association" shall mean and refer to **TILLMAN ACRES HOMEOWNERS
ASSOCIATION, INC.**, a Florida corporation, not for profit. This is the Declaration of Covenants,
Conditions and Restrictions for **TILLMAN ACRES** to which the Articles of Incorporation and Bylaws of
the Association make reference.

(b) Subdivision: "Subdivision," shall refer to **TILLMAN ACRES, PHASE 1**, a subdivision,
as per Plat Book 22, Page 82 of the Public Records of Alachua County, Florida.

(c) Developer: "Developer" shall mean and refer to **TILLMAN FARMS, INC., a Florida
corporation**, its successors and assigns.

(d) Lot: "Lot" shall mean and refer to any and all of the platted lots in **TILLMAN ACRES,
PHASE 1**, a subdivision.

(e) Owner: "Owner" shall mean and refer to the record fee simple title holder, whether one or
more persons or entities, of a lot, including the Developer.

(f) Board: "The Board" shall mean and refer to the Board of Directors for **TILLMAN ACRES
HOMEOWNERS ASSOCIATION, INC.**

(g) Easements and drainage rights of way: "Easements" and "drainage rights of way" shall mean and refer to the easements and drainage rights of way located and identified on the **Plat of TILLMAN ACRES, PHASE 1**.

(h) **TILLMAN ACRES** shall refer to **TILLMAN ACRES, PHASE 1** and all future phases of **TILLMAN ACRES**, if any.

ARTICLE II LAND USE

Section 1 Purposes: No parcel, part, portion or Subdivision lot of this property shall be used for any purpose except for residential purposes, unless otherwise permitted by applicable zoning laws and regulations. No building shall be erected, altered, placed or permitted to remain on any portion of the herein described property other than a single family dwelling not to exceed two and one-half stories in height, and a private garage or carport for not more than four (4) cars. There may be incorporated in, or attached to, any such dwelling a garage or carport and storage, laundry or servants' quarters (for use in connection with and to serve the single family unit). Appropriate barns and other accessory structures may be built as detached buildings, provided they meet all setback requirements. The subject lots may not be further subdivided.

Section 2. Residence construction: No residence shall be constructed upon any lot except one single family residence. Residences constructed on lots 12, 13, 14, 20, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41 and 46 shall contain not less than fifteen hundred (1500) square feet, and residences constructed on lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 15, 16, 17, 18, 19, 21, 22, 23, 24, 42, 43, 44, 45, 47, 48, 49, 50 and 51 shall contain not less than eighteen hundred (1800), square feet, of heated and cooled living space, including all stories (but exclusive of any garage), the plans and specifications for which must be first approved by the Architectural Control Committee as hereinafter set forth. Said Committee shall have the right to approve the standard of materials and standard of quality as described hereafter. All homes must be built on site. No garage or carport shall open toward any street or roadway abutting any lot without the approval of the Architectural Control Committee. Mobile homes, manufactured homes, prefabricated or modular homes may not be placed upon any lot in the subdivision. Trash and garbage containers as well as air conditioning equipment and all other accessories shall be either fenced or screened with shrubbery so as not to be visible from abutting streets or adjoining lots. All construction must be completed within twelve (12) months from date of commencement of construction, unless an extension is granted by the Architectural Control Committee.

Section 3. Model Home: The Owners hereby grant permission in the subdivision to have model homes to be used for sales offices for the purpose of marketing this subdivision. These model homes shall meet all setback requirements and conform with these covenants and restrictions and shall not remain a model home and sales office for more than two years from completion of home. Whenever a model home is sold, another lot may be chosen for the purpose of constructing a model home and sales office, but it may not remain a model home and sales office for more than two years from completion of the home. The Owners will allow this activity until all lots in the subdivision are sold.

Section 4. Fences. Fencing of the individual lots must conform to the fencing standards developed by the Architectural Control Committee. Fences are generally permitted, and required with horses and cows. All fences along road fronts and fronting any portion of a roadway shall be four (4) board wooden fences of treated or comparable wood with 4x4 square posts, calculated to have a life expectancy of a minimum of ten (10) years. All four board fencing will be constructed with all boards mounted facing the road, and shall be painted black. Each four board fence shall have a vertical face board nailed to the horizontal board in line

with the 4x4 post. No barbed wire fencing is allowed. Chain link and wood privacy fences will be allowed for the yards on all lots, except where four board wooden fences are required. Field fencing will be allowed on lots containing two (2) or more acres.

Section 5. Setbacks: No building shall be located on any lot in a location not in compliance with the setback requirements as shown on the Record Plat and no building shall be placed on any lot or parcel nearer than fifty (50) feet to any front or rear lot line or the boundary of any street shown on the Plat or twenty-five (25) feet to any side lot line. For the purpose of construing the covenant and restriction contained in this paragraph, eaves and steps shall not be considered as part of the building or dwelling. No septic or drain field shall be placed on any lot or parcel nearer than fifty (50) feet to any front or rear lot line or fifteen (15) feet to any side lot line.

Section 6. Temporary Structures: No structure of a temporary character, mobile home, trailer, tent, shack, garage or other outbuilding or recreational vehicle shall be used on any parcel or lot at any time as a residence either temporarily or permanently. No servants' quarters, or other building, including temporary structures, may be erected prior to the commencement of construction of the main residence, except for garages, barns and building material and tool sheds. All temporary material and tool sheds must be removed promptly after the dwelling is completed.

Section 7. Commercial Vehicles: Commercial vehicles, boats and/or trailers or travel homes shall not be allowed to remain on the streets of this subdivision except when conducting business. If an owner has a commercial vehicle, boat and/or business vehicle, or travel home, it must be hidden from the street and neighboring lots by walls or shrubbery, and located at least fifty (50) feet from the street; and shall not to be an unsightly nuisance to the neighborhood.

Section 8. Culverts and Driveways: All culverts located under driveways or walkways shall have end walls or head walls which shall be constructed in conformity with designs and standards as established by the City of High Springs, Florida. All driveways must be paved with asphalt, not concrete, from the road to the garage and/or the concrete apron of the garage.

Section 9. Animals. No animals, livestock, horses or poultry of any kind may be kept within any dwelling or upon the Subdivision property except for dogs, cats and other household pets which may be kept on individual lots subject to rules and regulations from time to time adopted by the Association. Notwithstanding the foregoing, one horse or cow per two (2) acres, will be allowed subject to rules and regulations established by the Association. In no event, may any homeowner maintain a commercial venture in respect to the breeding and marketing of animals, whether horses, cows, dogs or cats without the approval of the Association. All city and county rules and regulations shall apply to all pet, livestock and horse ownership.

Section 10. Nuisance: No activity shall be carried on upon any lot within the Subdivision property, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No hunting or discharging of firearms for target practicing is permitted. All lots, setback areas, yards, walkways, driveways and parking areas shall be maintained and kept in a neat and clean condition, free and clear of refuse and debris. No signs of a commercial nature may be kept or maintained on any property within the Subdivision without the approval of the Association.

Section 11. Vehicle Repairs: At no time shall there be any repairing, dismantling or other mechanical work done on any automobiles, or other vehicles, which cannot be completed within a consecutive twenty-four hour period, except in an enclosed carport or garage.

Section 12. Antennas: No towers, poles, antennas or satellite dishes larger than eighteen inches (18")

in diameter may be erected on any lot in such a manner as to be visible from the outside of such lot, except one conventional UHF/VHF television antenna. Satellite dishes larger than eighteen inches (18") in diameter shall be screened by shrubs.

Section 13. Waste and Sewage: Wells and septic tanks shall not be placed closer than fifty (50) feet to any lot line, or to the boundary of any easement shown on the Plat, nor closer than one hundred (100) feet to each other. No individual water supply system shall be permitted on any lot unless the system is located, constructed, and equipped in accordance with the requirements, standards and recommendations of the Alachua County Health Department. All individual sewage disposal systems are to be designed, located and constructed in accordance with the requirements, standards and recommendations of the Alachua County Health Department.

ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION

This article describes the real property of which **TILLMAN ACRES** will initially be comprised, and provides the method by which additional property may be added.

Section 1. Initial Property. The property initially subject to this Declaration consists of the property shown on the Plat of **TILLMAN ACRES, PHASE 1**.

Section 2. Annexation of Additional Property.

a. Parties Authorized to Annex Property. Additional property may be annexed by the following parties:

i. By Developer. Unless waived by recorded instrument, Developer will have the right, but not the obligation, from time to time in its sole discretion, to annex any property to **TILLMAN ACRES**, if such property is adjacent to or abuts any property shown on the Plat. In determining whether the property to be annexed is adjacent or abuts the property shown on the Plat, Developer may disregard any roads that are situated between the property shown on the Plat and the property to be annexed.

ii. By Homeowners Association. Additional property may be annexed to **TILLMAN ACRES** by the Homeowners Association, but only after all phases of **TILLMAN ACRES** have been completed and 90% of the Lots within **TILLMAN ACRES** have been conveyed to owners, other than Developer.

b. Procedure. The party effecting the annexation shall record a Supplemental Declaration in the Public Records. The Supplemental Declaration shall be executed by either Developer, or its assigns, or the President of the Homeowners Association. The Supplemental Declaration shall contain the legal description of the property being annexed. The Supplemental Declaration may contain special provisions applicable to the property being annexed. These special provisions may limit the applicability of specific covenants, restrictions and easements contained in this Declaration to the annexed property or may impose different covenants, conditions or restrictions to reflect the different character of the property being annexed. The party making the Supplemental Declaration will have sole discretion to determine the special provisions to be contained in the Supplemental Declaration; however, no special provisions may be included that exempt owners of the property being annexed from equitably sharing in common expenses. Upon recording the Supplemental Declaration, the annexed property will become part of **TILLMAN ACRES**.

Section 3. Further Subdivision or Replat of Lots. Owners (other than Developer) may not subdivide or separate any Lot into smaller lots; however, this shall not prohibit corrective deeds or similar corrective instruments. An Owner may, by recording an instrument to that effect in the Public Records combine two or more Lots for a single homesite, whereupon the combined property will be deemed to be a single Lot for all purposes. Developer shall have the right to modify the Plat to make adjustment to Lot boundary lines if the Owners of the affected Lots consent. Developer may make other adjustments to the Plat if Owners are not materially affected or if all Owners who will be materially affected consent to the modification. Owners shall not unreasonably withhold their consent to an adjustment, and consent will be deemed given if an Owner does not object in writing to a request for the Owner's consent. Developer also may replat a Lot or Lots to Common Areas, to roadway, or to other legal purpose, without the consent of the Owners, whereupon such replatted Lot or Lots will no longer be deemed a "Lot". Developer also may establish additional easements on a Lot or Lots without the consent of the other Owners.

ARTICLE IV OWNERSHIP ASSOCIATION

Section 1. Creation: Developer shall cause to be incorporated, pursuant to Florida Statutes, a corporation not for profit to be known as **TILLMAN ACRES HOMEOWNERS ASSOCIATION, INCORPORATED**, in accordance with the Articles of Incorporation, a copy of which is annexed hereto as Exhibit "A", and made a part hereof by reference. The Articles of Incorporation of said Association, and its Bylaws, a copy of which is annexed hereto as Exhibit "B", are hereby made a part hereof by reference.

Section 2. Rules and Regulations: The Association shall have the right from time to time to adopt and promulgate rules and regulations pertaining to the use of the easements, rights of way and individual lots. Such rules and regulations of the Association when so adopted shall be incorporated in and form a part of this Declaration to the same extent as if originally contained herein, and may include fines or other penalties for violation of the Declarations or of these rules and regulations.

Section 3. Board of Directors: Membership on the Board of Directors shall be open to the owners of all lots within the Subdivision.

Section 4. Duties: The Association shall have, in addition to its regular duties, the following special duties: maintenance of all entranceway signage, fencing, easements and rights of way.

ARTICLE V COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of the Assessments: Developer hereby covenants, and each Owner of any lot (by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance), including any purchaser at a judicial sale, shall hereafter be deemed and covenant and agree to pay to the Association:

- (a) Any annual assessment or charges;
- (b) Any special assessments for capital improvements or major repair; and
- (c) General maintenance assessment (as set forth hereafter); such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with

interest thereon from due date at the highest legal rate of interest thereon and costs of collection thereof, including attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the easements or abandonment.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents of **TILLMAN ACRES** and in particular, for the improvement and maintenance of the entranceway signage and fencing, and the easements and rights of way, including but not limited to, the costs of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof as well as for such other purposes as are permissible activities of the Association, and undertaken by it.

Section 3. Annual Assessments: The annual assessments, including funds for special improvement projects and for capital improvements, shall be determined by the Board of Directors of the Association who shall adopt an operating budget for the property in advance of each calendar year, which shall include the estimated funds required to defray the current expenses and shall provide funds for the reserves. The initial amount of the annual assessment shall be One Hundred Dollars and 00/100 (\$100.00) per year. The annual assessments shall be paid in advance on the first day of January of each year, a pro-rata portion of each annual assessment to commence on the first day of the first month following transfer of ownership from the Developer to the lot owner.

Section 4. Special Assessments: In addition to the regular assessments, the Board may levy in any assessment year a special assessment, applicable to that year only, for the defraying, in whole or in part, the costs of any construction, reconstruction, unexpected repair or replacement of the easements, entranceway signage and fencing, and other related fees and costs. Provided, however, no such special assessment shall be levied when the amount thereof shall exceed of the current regular assessment except upon a majority vote of all interests voting at a meeting duly called of members of the Association who are subject to such special assessment.

Section 5. Duties of the Board of Directors: The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time prepare a roster of the properties and assessment applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any owner. Written notice of the assessment shall be sent to every owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

The Association shall, upon demand at any time, furnish to any owner liable for said assessment, a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6. Effect of Non-Payment of Assessment-Lien; Remedies for the Association: If the assessments are not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon and cost of collection thereof, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest legal rate of interest, and the Association may bring

an action to foreclose the lien against the property, in like manner as a foreclosure of a mortgage on real property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, a reasonable attorney's fee to be fixed by the Court, together with costs of the action.

Section 7. Subordination of the Lien to Mortgages: The lien of the assessment provided for herein shall be subordinate to the lien of any bona fide mortgage or mortgages (except from buyer to seller of a lot) now or hereafter placed upon the lot subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. No sale or transfer shall relieve any lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 8. The Association may obtain through a reputable insurance agency authorized to conduct business within the State of Florida, hazard, public liability and worker's compensation insurance (if required), and such additional coverage as may be required by law or as it deems advisable. This insurance may cover the easements, rights of way, entranceway signage, fencing and improvements in said areas and any and all employees of the Association. The premiums for such insurance shall be paid by the Association and charged to the owners as a part of the total annual assessment as hereinbefore provided.

Section 9. Restriction During Period of Management by Developer: During the period of time the Association is controlled by Developer, the annual assessment shall not exceed \$100.00 per year. Should funds collected by the Association create a surplus, such surplus shall be held for the use and benefit of the Association. Developer shall pay the cost of any deficit resulting from the operations during Developer's period of control.

ARTICLE VI MAINTENANCE

Section 1. General Maintenance: The Association may provide general maintenance upon any lot which lot is deemed by the Association to be in need of clearing, mowing, tree trimming or removal, fence painting or other general maintenance or landscaping. Prior to the Association taking such action as hereinabove set forth, the Association shall notify the owner in writing at his last known address, stating what action needs to be taken by the owner and if after thirty (30) days such action is not taken by the owner, the Association shall provide the necessary maintenance. The Association shall assess the owner for any general maintenance work done by the Association, who shall pay same in a timely fashion. If said charges are not paid within 30 days of billing, the Association shall proceed to collect same using all remedies allowed by law.

Section 2. Easements and Drainage Rights of Way: The association shall be responsible for maintenance of the easements and drainage rights of way to the extent same are not maintained by the City of High Springs. Each individual lot owner shall be responsible for clearing, mowing, tree trimming (or removal), of all the easements and rights of way within the perimeters of the individual lots. The Association, as well as each owner and future owners, shall agree to construct, maintain, repair, replace, operate, and care for real and personal property, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surface water management works and areas, which are owned or controlled by them in a manner consistent with the permit issued by the Suwannee River Water Management District and the operation and maintenance plans. Additionally, the operation and maintenance of the surface water

management system shall be the undivided responsibility of all owners and future owners of said lots.

Prior to the termination or release of any owner of the above described lots, all property, interest in property, whether real, personal or mixed which is directly or indirectly related to the surface water management system, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surface water management works, and preservation and conservation areas, wetland and wetland mitigation areas which are owned or controlled by the owners of the above described lots, will be dedicated to and accepted for maintenance by the appropriate unit of government or otherwise transferred to and accepted for maintenance by an approved entity. Dedication or approval must be authorized by the Suwannee River Water Management District through modification of any or all permits or authorization issued by the District. Such modification shall be made under the lawfully adopted rules of the District in effect at the time of application for such modification.

These special limiting conditions shall be binding on all parties hereto, their heirs, personal representatives, successors, grantees, and assigns and shall run with the land.

Section 3. Assessment of Costs: The cost of maintenance of the entranceway, fencing easements and rights of way for general maintenance shall be assessed as follows:

The cost of general maintenance shall be assessed upon the lot upon which said maintenance is performed, but shall not be considered to be a part of the assessment.

All other maintenance is included in the annual assessments as set forth hereinabove in Article V. Each lot in the Subdivision shall bear 1/51st of the costs for maintenance of the entryway, signage, fencing, easements and rights of way.

Section 4. Access at Reasonable Hours: For the purpose of performing the general maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the owner, to enter upon any lot or exterior of any unit or other structures located in **TILLMAN ACRES** at reasonable hours on any day except Saturday or Sunday.

ARTICLE VII ARCHITECTURAL CONTROL COMMITTEE

Section 1. Appointment: The Architectural Control Committee shall consist of W. Robert Tillman, Amy Gray and Robert Bieniek who may employ architects and other professional consultants to assist the committee. The Architectural Control Committee shall serve at the pleasure of Developer and its assigns.

Section 2. Plan Approval: Every person desiring to construct or alter any residence, fence, mailbox, clothesline or other structure shall make a request in writing to the Architectural Control Committee for approval. The committee shall, within thirty (30) days from the date it shall receive the last item required, give notification of such approval or disapproval in writing. In the event that any approved construction shall not be commenced within six (6) calendar months or completed within eighteen (18) months from the date of such approval, the proposed construction shall be deemed to have been abandoned and prior to the commencement of any such construction, a new request will be made to the Architectural Control Committee without regard to any prior request. In the event the Committee shall fail to act upon any request for the approval within thirty (30) days, such request shall be deemed approved by the Committee.

Section 3. Waiver of Restrictions: The Architectural Control Committee shall have the power of affirmative vote to waive any provisions of these restrictions for any residence, fence or other structure, if by majority vote they determine that the enforcement of such provisions would constitute a hardship.

**ARTICLE VIII
MAINTENANCE OF LOTS BY LOT OWNERS**

Section 1. Parking Areas, Etc.: All setback areas, walkways, yards and driveways shall be maintained and kept in a neat and clean condition, free of refuse and debris.

Section 2. Landscaped Areas: All landscaped areas shall be maintained in a live, healthy and growing condition, properly trimmed. Any planting of grass, shrubs or trees which become dead or badly damaged shall be replaced with similar sound, healthy plant materials.

Section 3. Covenant to Maintain: No dwellings or improvements located in the Subdivision property shall be permitted to fall into disrepair. All persons, firms, and corporations who may hereafter succeed to title or acquire any lien or interest against or in the above described real property and improvements situated thereon, do jointly and severally agree to keep and maintain the said improvements in a good state of repair and to properly care for and maintain all lawns and shrubbery in a neat and attractive condition.

**ARTICLE IX
EASEMENTS AND RIGHTS OF WAY**

Section 1. Title to Easements and Rights of Way: Title to all easements and rights of way have been dedicated to the City of High Springs.

Section 2. Owners' Use and Enjoyment: Every owner shall have a right and easement of use and enjoyment in and to all of the easements and drainage rights of way throughout the Subdivision. These easements shall be appurtenant and shall pass with the title to every lot, subject to the following:

- (a) The right of the Association (in accordance with its Articles and Bylaws), to borrow money for the purpose of maintaining same;
- (b) All provisions of this Declaration, the plat of the property of Tillman Acres, 1, and the Articles and Bylaws of the Association;
- (c) Rules and Regulations governing use and enjoyment of the easements, rights of way and lots in the subdivision as adopted by the Association; and
- (e) Restrictions contained on any and all plats of all or any part of the rights of way or easements or filed separately but in conjunction with such platting.

Section 3. Liability for Damages: Each owner shall be liable for any and all damages to the property which constitutes the easements and drainage rights of way, which shall be caused by the negligence of said owner, his lessees, guests or invitees, and to the extent that such damage is not covered by insurance proceeds, such owner shall be assessed for the cost of repairs, which shall be collectable and enforceable as in the case of other assessments levied by the Association. Each owner shall promptly pay when due all repair bills and/or utility bills which may be a separate lien or charge against his lot.

Section 4. Use: Easements and rights of way areas shall not be obstructed, littered, defaced or misused in any manner, and shall be maintained by the Association to the extent same are not maintained by the City of High Springs.

Section 5. Utility Easements: Easements are reserved throughout the property as may be required for utility service in order to serve **TILLMAN ACRES** adequately. However, they shall be limited to the easements shown on the Plat of the property duly platted of record and accepted by proper governmental authorities.

Section 6. Signage Easements: Developer hereby reserves on behalf of the Association, an easement across Lots 1 and 15 as shown on the Plat, for the sole purpose of maintaining the signage and fencing constructed upon said lots as part of the entranceway to the Subdivision.

Section 7. Fence, Easements and Rights of Way Maintenance: Developer hereby reserves on behalf of the Association, an easement across Lots 1, 15, 29, 30, 31 and all rights of way and easements as shown on the Plat of **Tillman Acres, Phase 1**, for the sole purposes of maintaining the fencing constructed upon said lots, the easements and rights of way.

Section 8. Management Easement: The Association shall have an easement for access to all lots, easements and rights of way for ingress and egress as required by their respective officers, directors, employees and/or agents in order to perform their respective obligations and duties as set forth herein under this Declaration.

Section 9. Drainage Rights of Way and Easements: Easements and rights of way for drainage purposes are reserved to the Association for the benefit of all of the lots in the Subdivision, as shown on the Plat and on the Plans filed in conjunction with the platting of this Subdivision.

ARTICLE X MISCELLANEOUS

Section 1. Duration: These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the then current owners of the lots sign and record an instrument revoking, or altering these covenants in whole or in part.

Section 2. Notices: Any notice to be sent to any member or owner shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as owner in the records of the Association.

Section 3. Enforcement: If the owners of any lot, or their successors, heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and to prevent him or them from so doing, and to recover damages for such violations. The Association may also compel performance by the use of fines, as authorized by law.

Section 4. Severability: Failure to enforce any violation of these restrictions shall not in any manner be construed as a waiver of such provisions.

Section 5. Amendment: These restrictions contain both affirmative covenants and restrictive covenants and may be amended by the Developer until three (3) months after all phases of **Tillman Acres** have been completed and made subject to this Declaration, and ninety percent (90%) of the Lots within **Tillman Acres** have been conveyed to owners, other than developer, and thereafter by obtaining written consent from a 2/3 majority of the members of the Association.

Section 6. 100 Year Flood Prone Areas: Properties which have natural ground elevations below the 100 year flood plain as shown on the Plat of **TILLMAN ACRES** are prone to severe flooding. Development on such properties may be subject to special regulation (based on the minimum standards of the Federal Emergency Management Agency, National Flood Insurance Program) by Alachua County, Florida, which requires that structures be elevated at least one foot above the 100 year flood levels. Such development may require special surveying, engineering, or architectural design to insure that flood hazard is not increased by the development.

**ARTICLE XI
PARTIAL INVALIDATION**

Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Signed, sealed and delivered in our presence as witnesses:

TILLMAN FARMS, INC., a Florida corporation

Sharon A. Ruthford
Witness
Print: Sharon A. Ruthford

By: *Amy T. Gray*
Amy T. Gray, President

Marvin W. Bingham Jr.
Witness
Print: Marvin W. Bingham Jr.

Tillman Family Limited Partnership, as Mortgagee, hereby consents to the subjection of the encumbered property to the aforesaid Declarations.

Tillman Family Limited Partnership

Jewell Worthington
Witness
Print: JEWELL WORTHINGTON

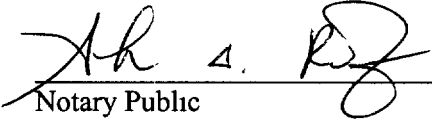
By: *Floyd E. Tillman*
Floyd E. Tillman, General Partner

Sharon A. Ruthford
Witness
Print: Sharon A. Ruthford

Lucille P. Tillman
Lucille P. Tillman, General Partner

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 25 day of June, 2001
by **Amy T. Gray, President of TILLMAN FARMS, INC., a Florida corporation**, on behalf of said
corporation, who is personally known to me or produced _____ as identification.

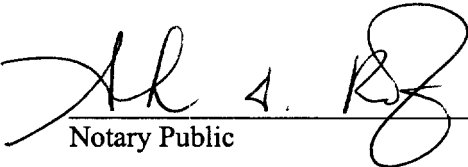


Notary Public

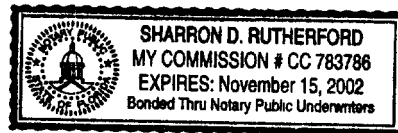


STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 12 day of July, 2001
by **Floyd E. Tillman and Lucille P. Tillman, as General Partners of TILLMAN FAMILY LIMITED
PARTNERSHIP**, on behalf of said partnership, who is personally known to me or produced
_____ as identification.



Notary Public



**ARTICLES OF INCORPORATION
OF
Tillman Acres Homeowners Association, Inc.
A Florida Corporation Not For Profit**

The undersigned, for the purpose of forming a Corporation Not For Profit under Florida Statutes Chapter 617, does hereby make and adopt the following Articles of Incorporation:

**ARTICLE I
NAME & ADDRESS**

The name of the corporation shall be: **Tillman Acres Homeowners Association, Inc.**
(Hereinafter the "Association")

The principal place of business of this corporation will be 430 N.E. 1st Avenue, High Springs, Florida 32643 and the mailing address is P.O. Box 1829, High Springs, Florida 32655.

**ARTICLE II
TERM OF EXISTENCE**

The existence of the Association will commence upon filing of these Articles with the Department of State of the State of Florida and shall continue thereafter in perpetuity.

**ARTICLE III
PURPOSE**

The Association is organized for the purpose of enforcing the Declaration of Covenants, Conditions and Restrictions for, and adopting and promulgating rules and regulations pertaining to the use of the easements and lots in Tillman Acres, Phase 1, as per Plat Book 22, Page 82, of the Public Records of Alachua County, Florida, and for the management, maintenance, operation and care of real and personal property, including but without limitation, all roads, roadways, culverts, ditches, canals, buffers, retention or detention areas, drainage, and other surfacewater management works, which are owned or controlled by the Association or the owners in common in a manner consistent with the permit issued by the Suwannee River Management District and the operation and maintenance plan attached thereto.

Further and in accordance with the Declarations of Covenants, Conditions and Restrictions for **Tillman Acres** (hereinafter the "Declaration"),

- A. To fix, make and collect assessments;
- B. To borrow money;
- C. To use and expend the proceeds of assessments and borrowings in a manner consistent with the purpose for which this Association is formed;

- D. To purchase and maintain insurance;
- E. To make, amend, impose, and enforce by any lawful means, reasonable rules and regulations of use of any lot, common areas, easements and Association property;
- F. To contract for services with others;
- G. To do and perform anything required by these Articles, the Bylaws, or the Declaration to be done by the owner, but if not done by the Owner 30 days after notice, at the expense of Owner;
- H. To do and perform any obligations imposed upon the Association by the Declaration or by any permit or authorization from any unit of local, regional, state, or the federal government and to enforce by any legal means the provisions of these Articles, the Bylaws and the Declaration.

The foregoing specific duties and responsibilities are not construed in any way as limiting the powers of the Association. Rather, the Association will have and exercise all the powers conferred upon Associations so formed.

ARTICLE IV MEMBERSHIP

Every person or entity who is, from time to time, the record owner of a lot in **Tillman Acres**, shall be a member of the Association. Membership will be appurtenant to, and may not be separated from the ownership of a lot in **Tillman Acres**. For all Association purposes, each lot shall be entitled to only one vote, regardless of the number of owners.

ARTICLE V INITIAL CONTROL BY DEVELOPER

Notwithstanding the other provisions contained in these Articles to the contrary, **Tillman Farms, Inc.**, or its successors in interest ("DEVELOPER") shall have the control of the Association and its affairs until three (3) months after all phases of **Tillman Acres** have been completed and made subject to this Declaration, and ninety percent (90%) of the Lots within **Tillman Acres** have been conveyed to owners, other than developer. The developer, prior to relinquishing control of the Association or otherwise allowing control to transfer to the directors of the Association, shall provide at least 30 days written notice to the Suwannee River Water Management District that all terms and conditions placed upon the developer by permits or authorizations from the Suwannee River Water Management District have been satisfied in full and that transfer is proposed to occur on a specific date.

**ARTICLE VI
ASSESSMENTS**

The Association shall have the authority to set, collect and expend assessments in accordance with the Declaration.

**ARTICLE VII
SUBSCRIBER**

The name and street address of the Subscriber to these Articles of Incorporation is: Tillman Farms, Inc., 430 N.E. 1st Avenue, High Springs, Florida 32643 and the mailing address is P.O. Box 1829, High Springs, Florida 32655.

**ARTICLE VIII
BYLAWS AND AMENDMENT OF ARTICLES**

The bylaws for this corporation will be adopted and may be amended, as may these Articles of Incorporation, by the Directors or members, consistent with these Articles and the Declaration, by a two-thirds (2/3) majority vote of the Directors or members of the Association. Amendments to Articles or Bylaws which directly or indirectly impact operation and maintenance of the surfacewater management system, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetlands and wetland mitigation areas which are owned or controlled by the Association or the owners in common, may be made after approval by the Suwannee River Water Management District. Such approval shall be in the form of a modification to any and all permits issued by the Suwannee River Water Management District under the lawfully adopted rules of the Suwannee River Water Management District in effect at the time of application for such modification. Amendments to the Articles or the bylaws which do not impact operation or maintenance of the system may be made without authorization of the Suwannee River Water Management District; however, copies of any such amendments shall be forwarded to the District within 30 days of approval.

**ARTICLE IX
REGISTERED AGENT AND OFFICE**

The street address of the initial Registered Office of the Association is 430 N.E. 1st Avenue, High Springs, Florida 32643 and the mailing address is P.O. Box 1829, High Springs, Florida 32655, and the name of its initial Registered Agent at that address is Amy T. Gray.

**ARTICLE X
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

Each person who has served as an officer or director of this corporation shall be indemnified by the corporation against liability and against expenses (including attorney's fees) reasonably incurred by him in connection with any action, suit or proceeding by reason of his being or having

been an officer or director of the corporation, except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding not to have acted in good faith in the reasonable belief that his action or failure to act was in the best interests of the corporation. This right of indemnity shall also inure to the benefit of the person's legal representative or successor. The directors shall have the power to indemnify other employees of the corporation upon the same terms. Each such person, whether officer, director or employee, shall be entitled to the full extent of the indemnification provided pursuant to applicable statutes in the State of Florida for a corporation such as this corporation.

ARTICLE XI DIRECTORS

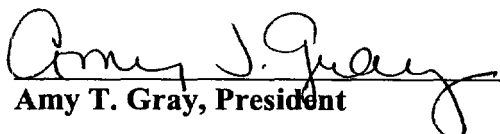
The maximum number of Directors which this Association is authorized to have is eight (8). The minimum number of Directors which this corporation is authorized to have is three (3). The method of election of the Directors of the corporation is set forth in the By-Laws.

ARTICLE XII DISSOLUTION OF ASSOCIATION SURFACE WATER MANAGEMENT SYSTEM

Prior to dissolution of this Association, all property, interest in property, whether real, personal, or mixed, which is directly or indirectly related to the surfacewater management system, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetlands, and wetland mitigation areas which are owned or controlled by the Association or the owners in common, will be dedicated to and accepted for maintenance by the appropriate unit of government or otherwise transferred to and accepted for maintenance by an approved entity. Dedication or approval must be authorized by the Suwannee River Water Management District through modification of any and all permits or authorizations issued by the Suwannee River Water Management District. Such modification shall be made under the lawfully adopted rules of the Suwannee River Water Management District in effect at the time of application for such modification.

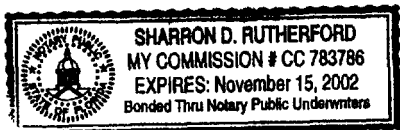
In Witness Whereof, the undersigned has signed those Articles of Incorporation on the 25 day of June, 2001.

TILLMAN FARMS, INC.

By: 
Amy T. Gray, President

STATE OF FLORIDA
COUNTY OF ALACHUA

SWORN TO, SUBSCRIBED and ACKNOWLEDGED before me this 25 day of June, 2001 by **Amy T. Gray**, as President of **Tillman Farms, Inc.**, a Florida corporation, who is personally known to me or who has produced her Florida Drivers' License as identification.



Sharron D. Rutherford
NOTARY PUBLIC

ACCEPTANCE OF REGISTERED AGENT

The undersigned hereby accepts appointment as Registered Agent of Tillman Acres which is contained in the foregoing Articles of Incorporation.

Dated this 25th day of June, 2001.

Amy T. Gray
Amy T. Gray

**BY-LAWS OF
TILLMAN ACRES HOMEOWNERS ASSOCIATION, INC.
(A Not-for-Profit Corporation)**

**ARTICLE I
OFFICES**

The principal office of the Corporation shall be located in the City of High Springs, County of Alachua and State of Florida. The Corporation may also have such offices at such other places within or without the State as the Board of Directors may from time to time determine

**ARTICLE II
MEMBERS**

1. The persons signing the Certificate of Incorporation as Incorporators shall be the first members of the Corporation, unless they shall have resigned as such members or unless membership shall otherwise have been terminated. Thereafter, the eligibility and qualifications for membership, and the manner of and admission into membership shall be prescribed by resolutions duly adopted by the Board of Directors of the Corporation or by such rules and regulations as may be prescribed by the Board of Directors. All such resolutions or rules and regulations relating to members adopted by the Board of Directors of the Corporation shall be affixed to the By-Laws of the corporation, and shall be deemed to be a part thereof. Such resolutions or rules and regulations adopted by the Board of Directors may prescribe, with respect to all members, the amount and manner of imposing and collecting any initiation fees, dues or other fees, assessments, fines and penalties, the manner of suspension or termination of membership, and for reinstatement of membership, and, except as may hereinafter otherwise be provided, the rights, liabilities and other incidents of membership.

2. The right or interest of a member shall not terminate except upon the happening of any of the following events: death, resignation, expulsion, dissolution or liquidation of the Corporation.

3. The annual Meeting of Members of the Corporation shall be held on such date or dates as shall be fixed from time to time by the Board of Directors of the Corporation. The first Annual Meeting shall be held on a date within twelve months after the formation of the Corporation. Each successive Annual Meeting shall be held on a date not more than twelve months following the preceding Annual Meeting. Special Meetings of members may be held on such date or dates as may be fixed by the Board of Directors of the Corporation from time to time and by the members on such date or dates as shall be permitted by law.

4. Any Annual or Special Meeting of Members may be held at such place within or without the State as the board of Directors of the Corporation may from time to time fix. In the event the board of Directors shall fail to fix such place or time, or in the event members are entitled to call or convene a special Meeting in accordance with law, then, in such event, such meeting shall be held at the principal office of the Corporation.

5. Annual or Special Meetings of Members may be called by the Board of Directors or by any officer of the corporation instructed to do so by the Board of Directors, except to the extent that directors may be required by law to call a meeting, and shall be called by the Secretary on behalf of the members, when required to do so by law.

6. Written notice stating the place, day and hour of the meeting shall be given for all meetings. Such notice shall state that the meeting is being called for the election of directors and for the transaction of such other business as may properly come before the meeting. Notices of Special Meeting shall state the purpose or purposes for which the meeting is called. At any Special Meeting, only the business stated in the Notice of Meeting may be transacted thereat. Notice of Meeting shall be given either personally or by first class mail not less than ten days nor more than fifty days before the date of the meeting, to each member at his address recorded on the records of the Corporation, or at such other address which the member may have furnished in writing to the Secretary of the Corporation. Notice shall be deemed to have been given when deposited with postage prepaid in a post office or other official depository under the exclusive jurisdiction of the United States Post Office. Any meeting of members may be adjourned from time to time. In such event, it shall not be necessary to provide further notice of the time and place of the adjourned meeting if announcement of the time and place of the adjourned meeting is given at the meeting so adjourned. In the event the Board of Directors fixes a new record date for an adjourned meeting, a new notice shall be given, in the same manner as herein provided. Not notice need be given to any member who executes and delivers a Waiver of Notice before or after the meeting. The attendance of a member in person or by proxy at the meeting without protesting the lack of notice of a meeting, shall constitute a waiver of notice by such member. Any notice of meeting to members relating to the election of directors, shall set forth any amendments to the By-Laws of the Corporation adopted by the Board of Directors, together with a concise statement of the changes made.

7. At every meeting of members, there shall be presented a list or record of members as of the record date, certified by the officer responsible for its preparation, and upon request therefor, any member who has given written notice to the Corporation, which request shall be made at least ten days prior to such meeting, shall have the right to inspect such list or record at the meeting. Such list shall be evidence of the right of the persons to vote at such meeting, and all persons who appear on such list or record to be members may vote at such meeting.

8. At each Annual Meeting of Members, the Board of Directors shall present an Annual Report. Such report shall be filed with the records of the Corporation and entered in the minutes of the proceedings of such Annual Meeting of Members.

9. Meetings of the members shall be presided over by the following officers, in order of seniority - the Chairman of the Board, Vice Chairman of the Board, President, Executive Vice-President, vice-President or, if none of the foregoing is in office or present at the meeting, by a Chairman to be chosen by a majority of the members in attendance. The Secretary or an Assistant Secretary of the Corporation shall act as Secretary of every meeting. When neither the Secretary nor an Assistant Secretary is available, the Chairman may appoint a Secretary of the meeting.

10. The order of business at all meetings of members shall be as follows:

Roll call.
Reading of the minutes of the preceding meeting.
Report of standing committees.
Officers' reports.
Old business.
New business.

11. Every member may authorize another person to act for him by proxy in all matters in which a member may participate, including waiving notice of any meeting, voting or participating in a meeting, or expressing consent or dissent without a meeting. Every proxy shall be signed by the member or his attorney in fact, and shall be revocable at the pleasure of the member executing it, except as otherwise provided by law. Except as otherwise provided by law, no proxy shall be valid after the expiration of eleven months from its date.

12. The directors may, but not need, appoint one or more inspectors to act at any meeting or any adjournment thereof. If inspectors are not appointed, the presiding officer of the meeting may, but need not, appoint inspectors. Each appointed inspector shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his ability. The inspectors shall determine the number of memberships outstanding, the voting power of each, the number of memberships represented at the meeting, the existence of a quorum, and the validity and effect of proxies. The inspectors shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the result and do such acts as are proper to conduct the election or vote of all members. The inspectors shall make a report in writing of all matters determined by them with respect to such meeting.

13. Except as provided by law, the members entitled to cast a majority of the total number of votes entitled to be cast at the meeting, shall constitute a quorum at a meeting of members for the transaction of any business. The members present may adjourn the meeting despite the absence of a quorum. Each membership shall entitle the holder thereof to one vote. In the election of directors, a plurality of the votes cast shall elect. Except to the extent provided by law, all other action shall be by a majority of the votes cast, provided that the majority of the affirmative votes cast shall be at least equal to a quorum. Whenever the vote of members is required or permitted, such action may be taken without a meeting on the written consent setting forth the action taken signed by all the members entitled to vote.

14. The Board of Directors of the Corporation shall fix a record date for the purpose of determining members entitled to notice of, to vote, to express consent or dissent from any proposal without a meeting, to determine members entitled to receive distributions or allotment of rights, or for any other proper purpose. Such record date shall not be more than fifty days nor less than ten days prior to the date of such meeting or consent or the date on which any distribution or allotment of rights, as the case may be, is to be made. In the event no record date is fixed, the record date for the determination of members entitled to vote at a meeting of members shall be the close of business on the day next preceding the day on which notice is given, or if not notice is given, the day on which the meeting is held. The record date for determining members for any purpose other than that

specified in the preceding sentence shall be the close of business on the day on which the resolution of directors relating thereto is adopted. Establishment of a record date shall apply to any adjournment of any meeting, unless a new record date is fixed by the Board of Directors for such adjourned meeting.

15. The Board of Directors may cause to be issued certificates, cards or other instruments permitted by law evidencing membership in the Corporation. Such membership certificate, card or other instrument shall be non-transferable, and a statement to that effect shall be noted on the certificate, card or other instrument. Membership certificates, cards or other instruments, if issued, shall bear the signatures or facsimile signatures of an officer or officers designated by the Board of Directors and may bear the seal of the Corporation or a facsimile thereof.

16. In the event any capital contribution shall be made or accepted pursuant to authorization conferred by the Certificate of Incorporation of the Corporation, each certificate evidencing such capital contribution shall conform to the law of the State of Incorporation.

ARTICLE III BOARD OF DIRECTORS

17. The Corporation shall be managed by a Board of Directors. Each director shall be at least eighteen years of age, and shall be a member of the Corporation during his directorship. The initial Board of Directors shall consist of three (3) persons. Thereafter, the number of directors constituting the entire Board of Directors shall be no less than three. Subject to the foregoing, the number of Board of Directors may be fixed from time to time by action of the members or of the Directors. The number of Directors may be increased or decreased by action of the members or the board of Directors, provided that any action by the Board of Directors to effect such increase or decrease shall require the vote of a majority of the entire Board of Directors. No decrease shall shorten the term of any director then in office.

18. The first Board of Directors shall consist of those persons elected by the Incorporators or named as the initial Board of Directors in the Certificate of Incorporation of the Corporation, and they shall hold office until the first Annual Meeting of Members, and until their successors have been duly elected and qualified. Thereafter, at each Annual Meeting of Members, the membership shall elect directors to hold office until the next Annual Meeting. Each director shall hold office until the expiration of the term for which he was elected, and until his successor has been duly elected and qualified, or until his prior resignation or removal as hereinafter provided.

19. Any or all of the members of the Board of Directors may be removed with or without cause by vote of the members of the Corporation. The Board of Directors may remove any director thereof for cause only.

20. A director may resign at any time by giving written notice to the Board of Directors or to an officer of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board of Directors or such officer. Acceptance of such resignation shall not be necessary to make it effective.

21. Newly created directorships or vacancies in the Board of Directors may be filled by a vote of majority of the Board of Directors then in office, although less than a quorum, unless otherwise provided in the Certificate of Incorporation of the Corporation. Vacancies occurring by reason of the removal of directors without cause shall be filled by a vote of the members. A director elected to fill a vacancy caused by resignation, death or removal shall be elected to hold office for the unexpired term of his predecessor.

22.. A regular Annual Meeting of the Board of Directors shall be held immediately following the annual Meeting of Members. All other meetings shall be held at such time and place as shall have been fixed by the Board of Directors from time to time.

23. No notice shall be required for regular meetings of the Board of Directors for which the time and place have been fixed. Special meetings may be called by or at the direction of the Chairman of the board, the President, or by a majority of the directors then in office.

24. Written, oral, or any other method of notice of the time and place shall be given for special meetings of the Board of Directors in sufficient time for the convenient assembly of the Board of Directors. The notice of any meeting need not specify the purpose of such meeting. The requirement for furnishing notice of a meeting may be waived by any director who signs a Waiver of Notice before or after the meeting or who attends the meeting without protesting the lack of notice to him.

25. Except to the extent herein or in the Certificate of Incorporation of the Corporation provided, a majority of the entire members of the Board of Directors shall constitute a quorum. At any meeting held to remove one or more directors a quorum shall consist of a majority of the directors present at such meeting. Whenever a vacancy on the board of Directors shall prevent a quorum from being present, then, in such event the quorum shall consist of a majority of the members of the Board of Directors excluding the vacancy. A majority of the directors present, whether or not a quorum is present, may adjourn a meeting to another time and place. Except to the extent provided by law and these By-Laws, the act of the Board of Directors shall be by a majority of the directors present at the time of vote, a quorum being present at such time. Any action authorized by resolution, in writing, by all of the directors entitled to vote thereon and filed with the minutes of the corporation shall be the act of the Board of Directors with the same force and effect as if the same had been passed by unanimous vote at a duly called meeting of the Board.

26. The Chairman of the Board, if any, shall preside at all meetings of the Board of Directors. If there be no Chairman or in his absence, the President shall preside and, if there be no President or in his absence, any other director chosen by the board shall preside.

27. Whenever the Board of Directors shall consist of more than three persons, the Board of Directors may designate from their number, an executive committee and other standing committees. Such committees shall have such authority as the Board of Directors may delegate, except to the extent prohibited by law. In addition, the Board of Directors may establish special committees for any lawful purpose, which may have such powers as the board of Directors may lawfully delegate.

**ARTICLE IV
OFFICERS**

28. The Board of Directors may elect or appoint a Chairman of the Board of Directors, a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, and such other officers as they may determine. The President may but need not be a director. Any two or more offices may be held by the same person except the office of President and Secretary.

29. Each officer shall hold office until the annual Meeting of the Board of Directors, and until his successor has been duly elected and qualified. The Board of Directors may remove any officer with or without cause at any time.

30. The President shall hold office until the Annual Meeting of the Board of Directors, and until his successor has been duly elected and qualified. The Board of Directors may remove any officer with or without cause at any time.

31. During the absence or disability of the President of the Corporation, the Vice President, or, if there be more than one, the Executive Vice President shall have all the powers and functions of the President. The Vice President shall perform such duties as may be prescribed by the Board of Directors from time to time.

32. The Treasurer shall have the care and custody of all of the funds and securities of the Corporation, and shall deposit said funds in the name of the Corporation in such bank accounts as the Board of Directors may from time to time determine. The Treasurer shall, when duly authorized by the Board of Directors, sign and execute all contracts in the name of the Corporation when counter signed by the President; he may also sign checks, drafts, notes and orders for the payment of money, which shall have been duly authorized by the Board of Directors and counter signed by the President.

33.. The Secretary shall keep the minutes of the Board of Directors and the minutes of the members. He shall have custody of the seal of the Corporation, and shall affix and attest the same to documents duly authorized by the Board of Directors. He shall serve all notices for the Corporation which shall have been authorized by the Board of Directors, and shall have charge of all books and records of the Corporation.

**ARTICLE V
MISCELLANEOUS**

34. The Corporation shall keep at the principal office of the Corporation, complete and correct records and books of account, and shall keep minutes of the proceedings of the members, the Board of Directors, or any committee appointed by the Board of Directors, as well as a list or record containing the names and address of all members.

35. The corporate seal shall be in such form as the Board of Directors shall from time to time prescribe.

36. The fiscal year of the Corporation shall be fixed by the Board of Directors from time to time, subject to applicable law.

37. All By-Laws of the Corporation shall be subject to alteration or repeal, and new by-laws may be made, by a majority vote of the members entitled to vote in the election of directors, at a special meeting of the members called for such purpose.

38.. The Board of Directors shall have the power to make, alter or repeal, from time to time, By-Laws of the Corporation, except that the board may not amend or repeal any by-law in which control thereof is vested exclusively in the members. If any by-law regulating an impending election of directors is adopted, amended or repealed by the Board, there shall be set forth in the notice of the next meeting of members for the election of directors, the by-law so made, amended or repealed, together with a concise statement of the changes made.