

DECLARATION OF CONDOMINIUM

of

HARTSFIELD GREEN CONDOMINIUMS

ONLY GREEN, INC., a Florida Corporation, herein referred to as "developer", for themselves, their successors, grantees, and assigns, do hereby, on this 16th of July, 2004, make, declare and publish its intention to submit, and does hereby submit, in fee simple the real property, together with all buildings, units, and improvements thereon, hereinafter described to condominium ownership and use in accordance with Chapter 718, Florida Statutes, known and cited as the "Condominium Act", as follows:

ARTICLE I

NAME & LEGAL DESCRIPTION

§ 1.1. NAME. The name of this condominium is to be Hartsfield Green Condominiums, hereinafter referred to as the "condominium."

§ 1.2. LEGAL DESCRIPTION. The legal description of the land to be included, which is submitted hereby to condominium ownership, is as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

§ 1.3. NO ADDITIONAL PHASES. The Developer does not reserve the right to add any additional phases.

§ 1.4. TIMESHARE ESTATES. Timeshare estates will not be created by the Developer.

§ 1.5. RECREATIONAL FACILITEIS. There are no recreational facilities. No additional recreational facilities will be developed. The Developer is not committed to furnish any

items of personal property for recreational facilities, and the developer does not intend to expend any funds for the purchase of personal property for recreational facilities.

<p>ARTICLE II INCORPORATION OF CONDOMINIUM ACT AND DEFINITIONS</p>
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All terms and provisions of the Condominium Act, Chapter 718, which are not inconsistent with the terms of this declaration, are incorporated herein. If any terms and provisions of this declaration are inconsistent with the Condominium Act, such inconsistency shall not affect the validity of this declaration, rather, the applicable terms and provisions will be deemed to be replaced by those required by the Condominium Act.

The terms used in the condominium documents shall have the meanings stated in the Condominium Act, or as stated below, unless the context requires otherwise. Capitalization, or lack thereof, throughout this declaration, shall not change the meanings of the words defined below.

- § 2.1. "Association" means Hartsfield Green Condominiums Association, Inc., a non-profit Florida corporation, or its assigns, which is and shall be responsible for the operation, administration and management of the condominium. Each unit owner is a member, and has voting rights, in the association, as specifically provided in the Bylaws that are attached hereto as Exhibit "C".
- § 2.2. "Common Elements" means the portions of the condominium property not included within any units, and further defined in Article VII hereof.
- § 2.3. "Common Expenses" shall include:
- (a) Expenses of administration and management of the Condominium Property and of the Association including, but not limited to, compensation paid by the Association to a manager, accountant, attorney or other employee or independent contractor.
 - (b) Expenses of maintenance, operation, repair and replacement of the Common Elements and Limited Common Elements, including, but not limited to, all stormwater drainage and retention areas, recreational facilities, driveways, sidewalks; as well as all other costs and expenses property incurred by the Association.
 - (c) Expenses declared Common Expenses by the provisions of this Declaration or the Condominium Documents or Chapter 718.

- (d) Any valid charge against the Condominium Property as a whole.
- (e) All costs and expenses incurred by the Association in connection with regulatory compliance.
- (f) All reserves for replacement and maintenance of the Condominium Property as required by Chapter 718.
- (g) Casualty and/or liability insurance on the Condominium Property and fidelity bonds;
- (h) Utility Services for the Condominium Property not attributable to individual Units;
- (i) Taxes on Association Property; Common Expenses shall not include Ad Valorem Real Estate Taxes assessed against each Condominium Parcel but shall include any and all taxes assessed against Association Property.
- (e) Any other expenses incurred in the normal operation and maintenance of the Condominium which cannot be attributed to a particular Owner.

§ 2.4. “**Condominium**” shall mean and refer to Hartsfield Green Condominiums.

§ 2.5. “**Condominium Act**” or “**Chapter 718**” shall mean the provisions of Chapter 718, Florida Statutes, as the same is constituted on the date of the recording of this Declaration.

§ 2.6. “**Declaration**” shall mean this Declaration of Condominium of Hartsfield Green Condominiums, and all subsequent amendments.

§ 2.7. “**Developer**” shall mean Only Green, Inc., its successors and assigns. No party other than Only Green, Inc., shall exercise the rights and privileges reserved herein to the Developer unless such party shall receive and record in the Public Records of Leon County, Florida, a written assignment from Only Green, Inc., of all or a portion of such rights and privileges.

§ 2.8. “**Limited Common Elements**” means and includes those Common Elements which are reserved for the use of a certain Unit to the exclusion of other Units.

§ 2.9. “**Utility Services**” shall include, but not be limited to, electric power, cable television, water, garbage and sewage disposal and telephone service, and all other public service and convenience facilities.

ARTICLE III
EXHIBITS

The Exhibits referred to in this Declaration shall include the following:

- § 3.1. **Exhibit "A"**. A legal description, survey of the land and a graphic description of the improvements in which units are located and a plot plan thereof that, together with this Declaration, are in sufficient detail to identify the Common Elements and each unit and their relative locations and approximate dimensions.
- § 3.2. **Exhibit "B"**. The Articles of Incorporation of the Association.
- § 3.3. **Exhibit "C"**. The Bylaws of the Association.
- § 3.4. **Exhibit "D"**. Percentage Interest in the Common Elements.
- § 3.5. **Exhibit "E"**. The Condominium Rules and Regulations.

ARTICLE IV
EASEMENTS

The following easements are hereby expressly reserved or have been granted:

§ 4.1. GENERAL EASEMENTS. Nonexclusive easements over, across and under the condominium property are expressly provided for and reserved in favor of the developer and the owners and their respective lessees, guests and invitees as follows:

- (a) **Utilities.** Easements are reserved over, across and under the condominium property as may be required for utility service in order to serve the condominium adequately; including, but not limited to, easements for the purpose of allowing such access rights as are necessary to utilize and service any lift station or utility transformer boxes located within the condominium property. Specific utility easements that presently exist on the condominium property, if any, are set forth in Exhibit "A".
- (b) **Encroachments.** In the event that any unit shall encroach upon any of the common elements or upon any other unit, or in the event any common element shall encroach upon any unit, than an easement shall exist to permit such encroachment so long as the same shall exist.
- (c) **Traffic.** An easement shall exist for pedestrian traffic over, through, and across sidewalks, paths, walks, halls, lobbies, and other portions of the common elements as may be from time to time intended and designated for such purpose and use. An

easement shall exist for vehicular and pedestrian traffic over, through, and across such portions of the common elements as may from time to time be paved and intended for such purposes, and such easements shall be for the use and benefit of the owners within the condominium and those claiming by, through, or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park any vehicle upon any portion of the condominium property, except to the extent that space may be specifically designated and assigned for parking purposes. Furthermore, easements shall exist for ingress and egress over such streets, walks, and other rights-of-way serving the units as shall be necessary to provide for reasonable access to the public rights-of-way. Specific ingress/egress easements that presently exist on the condominium property, if any, are set forth in Exhibit "A".

§ 4.2. ASSOCIATION EASEMENTS. Except as limited by Section 718.111(10), Florida Statutes, the association may grant easements from time to time over the common elements. The Association has the irrevocable right of access to each Unit and the Limited Common Elements appurtenant thereto whenever necessary for maintaining the Common Elements, for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit and for servicing and reading utility lines, valves, conduits and meters.

§ 4.3. DEVELOPER EASEMENTS. As long as the Developer holds units for sale in the ordinary course of business, the developer hereby reserves the following exclusive easements and rights to grant easements:

- (a) **Marketing, Sales, and Rental.** The developer reserves exclusive easement rights over and across the condominium property for the purposes of marketing, sales, and rental of units, and other accommodations owned or operated by the developer or one of its affiliates on adjoining properties which are not part of the condominium.
- (b) **Government Requirements.** The developer hereby reserves the right to grant such easements from time to time as may be required by any government agency. Such easements shall specifically include, but not be limited to, any environmental easements required by state or federal environmental agencies for so long as the developer holds any interest in any unit subject to this declaration.
- (c) **Developer Easements.** The developer reserves unto itself, for so long as it holds any interest in any unit (including leaseholds), specific easement rights over and across the condominium property as it may deem necessary for its use from time to time.
- (d) **Construction Easements.** The developer, on behalf of itself and its affiliates, hereby reserves easement rights over, under, and across the condominium property

as is necessary from time to time for the purpose of constructing improvements on property adjacent to an in the vicinity of the condominium property, but only if access thereto is otherwise not reasonably available.

§ 4.4. EASEMENTS. As long as the Developer holds units for sale in the ordinary course of business, the developer, for itself, its successors and assigns, hereby reserves a perpetual nonexclusive easement over, under, across, and through all of those portions of the condominium property, association property, and the common elements which are used as driveways, entry roads, parking areas, or for pedestrian or vehicular traffic, ingress and egress or loading, or otherwise generally intended for ingress and egress to and from a publicly dedicated right-of-way. The intent of this easement is to afford access, ingress and egress to the nearest publicly dedicated right-of-way and the non-exclusive right to share parking with the condominium property, regardless of whether such rights are ever otherwise declared for condominium use or made a part of the condominium in any other separate document recorded in the public records. Developer further reserves for itself, its successors and assigns, a perpetual nonexclusive easement over the condominium and common elements, necessary to provide utility services, including the right to drain storm water into any retention or detention ponds located upon the common elements, to utilize any storm water management facilities and structures, and to tap into and connect with any water, sanitary sewer, or other utility lines located within the condominium and common elements, including the right to tap into and connect with any sanitary sewer lift station located thereon. These easements shall run with the land and be binding upon the condominium and common elements.

§ 4.5. OTHER EASEMENTS. Other easements, if any, may have been granted over the condominium property as set forth in the survey contained in Exhibit "A" attached hereto.

ARTICLE V UNITS

§ 5.1. DESCRIPTION OF UNITS. Each Unit shall include that part of a building containing the Unit that lies within the boundaries of the Unit, as particularly shown on the plot plan, floor plans, and any other applicable exhibits defining the boundaries. The boundaries are otherwise generally defined as follows:

- (a) **Upper and Lower Boundaries.** The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimeter boundaries:
- (1) **Upper Boundaries.** The plane of the lowest surface of the unfinished ceiling and the plane of the lowest surface of the unfinished entry ceiling.
 - (2) **Lower Boundaries.** The plane of the lowest surface of the top of the unfinished floor slab and the plane of the surface of the top of the unfinished entry floor slab.
 - (3) **Entry Elevations.** Entry floor slab elevations at innermost unfinished surface of the exterior wall thereof are equal to the Unit floor slab elevation.
- (b) **Perimeter Boundaries.** The perimeter boundaries of the Unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:
- (1) **Exterior Building Walls.** The intersecting vertical plane(s) of the innermost unfinished surfaces of the exterior wall of the building bounding such Unit and as to the entry which is a part of a Unit. Such boundaries shall be the intersecting vertical planes which include all of such structures of the innermost unfinished surface of the exterior concrete floor slab thereof.
 - (2) **Interior Building Walls.** The vertical planes of the innermost unfinished surface of the interior walls bounding such Unit extended to intersections with other perimeter boundaries.

§ 5.2. LIMITED COMMON ELEMENTS. Limited Common Elements shall be comprised of any balcony, patio, and/or porch/stoop appurtenant to any Unit.

ARTICLE VI WARRANTY

EXCEPT FOR THOSE WARRANTIES REQUIRED BY CHAPTER 718, FLORIDA STATUTES, THE DEVELOPER DOES NOT MAKE ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND THE DEVELOPER HEREBY DISCLAIMS ANY SUCH WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THE OWNERS AND THE ASSOCIATION ACCEPT THE

DEVELOPER'S DISCLAIMER AND ASSUME ALL RISK AND LIABILITY RESULTING FROM THE PURCHASE AND USE OF THIS PROPERTY.

ARTICLE VII
APPURTENANCES

§ 7.1. APPURTENANT INTERESTS. Each Unit shall have as an appurtenance thereto an equal undivided share of the Common Elements and Common Surplus as more specifically described on Exhibit "D" attached hereto and by this reference incorporated herein.

§ 7.2. FRACTIONAL LIABILITY FOR COMMON EXPENSES. The percentage or fractional shares of liability for common expenses is the same as the undivided shares of ownership of the common elements and common surplus appurtenant to each unit as provided in Exhibit "D" attached hereto.

§ 7.3. PARTITION OF COMMON ELEMENTS. The share of the undivided percentage interest in the Common Elements appurtenant to each Unit shall remain undivided, and no Owner shall bring, or have any right to bring, any action for partition or division of same.

§ 7.4. MAINTENANCE OF COMMON ELEMENTS. The Association is responsible for the maintenance of the Common Elements. This includes, but is not limited to, maintenance of the roadways within the Condominium property, maintenance of all items for which assessments are collected from unit owners as set forth in the budget, and maintenance of all items and areas that are defined as Common Elements in the Condominium documents and Condominium Act.

ARTICLE VIII
ASSESSMENTS

§ 8.1 ASSESSMENTS. The Association has the responsibility, duties, and powers, to collect all Condominium assessments as provided and specified in the Bylaws.

§ 8.2 DEVELOPER EXCUSAL FROM ASSESSMENTS AND DEVELOPER GUARANTEE. The Developer, while offering units for sale, is excused from payment of assessments against all unsold units for a period of time until termination as stated in § 8.3 below, and during this period of excusal the Developer guarantees to all purchasers and unit owners of the condominium that assessments will not exceed NINETY FIVE DOLLARS (\$95.00) per month, and the Developer will pay any common expenses that exceed the guaranteed amount.

§ 8.3 DURATION OF DEVELOPER EXCUSAL AND GUARANTEE. The excusal and guarantee period will commence upon the creation of the condominium, and end at the first occurrence of any of the following events:

- (a) The expiration of the initial fiscal year (JULY 31, 2005);
- (b) The date at which the Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the board of directors of the association according to the terms of the Bylaws and as required by Chapter 718, Florida Statutes;
- (c) The time at which the Developer has sold all its units so that the Developer holds no units for sale;
- (d) If the Developer has reserved the right to add additional phases, the time at which all future additional phases have been added and all units in all phases have been sold by the Developer.

§ 8.4 OPTIONAL EXTENSION OF DEVELOPER EXCUSAL AND GUARANTEE. The Developer may extend the excusal and guarantee period for one or more additional fiscal years, so long as the Developer holds unsold units, including any unsold units added by future additional phases (if applicable). If the Developer elects to extend the period, then parts (b), (c), and (d) of § 8.3 above will also be applicable.

ARTICLE IX AMENDMENTS
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§ 9.1. BY OWNERS. Unit Owners may vote to amend this Declaration as provided by Chapter 718, Florida Statutes. Proposals and votes regarding amendments shall be governed by the

same procedures as other voting as set forth in the Bylaws. Amendments by a vote of the Unit Owners shall require an affirmative vote of TWO THIRDS (2/3) of all Units in the Condominium.

Each amendment shall be attached to or shall contain a certificate certifying that the amendment was duly adopted, and the certificate shall be executed by the president of the Association and attested by the secretary with the formalities of a deed, and said amendment shall be effective upon recordation of the amendment and certificate in the Public Records of Leon County, Florida.

§ 9.2. BY THE DEVELOPER. Until such time as the Developer transfers control of a majority of the board as required by § 718.301(1), and except for amendments restricted by § 718.110(4) and § 718.110(8), the Developer reserves the right at any time, so long as it owns any of the Units in the Condominium, to unilaterally amend this Declaration as it may deem appropriate, in its sole discretion, to carry out the purposes of the project, or as may be required by any lending institution, FHA, VA, FHLMC, FNMA, title insurance company or public body, or as may be necessary to conform the same to the requirements of law or to facilitate the operation and management of the Condominium or the sale of Units in an FHA/VA approved condominium. The Developer may also make amendments to fix typographical or clerical errors. Any amendments to this Declaration which may be unilaterally made by the Developer shall become effective upon the recording in the Public Records of Leon County, Florida, of an instrument executed solely by the Developer with the formalities of a deed, setting forth the text of such amendment in full, together with the appropriate recording data of this Declaration.

§ 9.3. RESTRICTIONS ON AMENDMENTS. No amendment to this Declaration shall be permitted if such amendment would:

- (a) change the configuration, size, or boundaries of any Unit in any material fashion;
- (b) materially alter or modify the appurtenances to any Unit;
- (c) change the proportion or percentage by which the Owners share the Common Expenses and own the Common Surplus;
- (d) prohibit leasing/rental of a unit or part of a unit to a tenant or tenants;

unless the record owner of the unit and all record owners of liens on the unit join in the execution of the amendment and unless all the record owners of all other units in the Condominium approve the amendment.

§ 9.4. CONSENT OF MORTGAGEES. Pursuant to § 718.110(11), Florida Statutes, the consent or joinder of some or all mortgagees of units to or in amendments to the declaration is not required unless the amendments materially affect the rights or interests of the mortgagees, or as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation. Consent of mortgagees may not be unreasonably withheld. It shall be presumed that except as to those matters described in § 718.110(4) and 718.110(8), amendments to the declaration do not materially affect the rights or interests of mortgagees. In the event mortgagee consent is provided other than by properly recorded joinder, such consent shall be evidenced by affidavit of the association recorded in the public records of the county where the declaration is recorded.

§ 9.5. NOTICE TO MORTGAGEES. Mortgagees shall be given adequate notice of any proposed amendments to the declaration that materially affect the rights or interests of mortgages.

ARTICLE X SEVERABILITY

§ 10.1. SEVERABILITY. The invalidity in whole or in part of any covenant or restriction, or any article, section, subsection, sentence, clause, phrase or word, or other provision of the Condominium Documents and the Condominium Rules and Regulations shall not affect the validity of the remaining portions.

EXECUTION

IN WITNESS WHEREOF, the Developer has executed this Declaration this 16 day of July, 2004.

WITNESSES:

DEVELOPER SIGNATURE:

[Signature]
Signature

July 1. Brown
Printed Name

[Signature]
Signature

Wendy Ann Henderson
Printed Name

Only Green, Inc.,
A Florida Corporation

By: [Signature]
James F. Heidenreich
As its President

STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME, the undersigned authority authorized to take acknowledgments in the state and county aforesaid, appeared James F. Heidenreich, as the PRESIDENT of ONLY GREEN, INC., a Florida Corporation, and he acknowledged that he executed the foregoing instrument on behalf of the company pursuant to due authority. He is personally known to me or has produced sufficient identification and did take an oath or made appropriate acknowledgment.

WITNESS my hand and seal this 16th day of July, 2004.

(Notary Seal)

[Signature]
Notary Signature

Wenda Ann Henderson
Notary Printed Name
MY COMMISSION # DD 055457
EXPIRES: September 9, 2005
Bonded Thru Notary Public Underwriters

JOINDER AND CONSENT OF MORTGAGEE
to the
Declaration Of Condominium of Hartsfield Green Condominiums

COMES NOW, Tallahassee State Bank, by and through its undersigned officer, the mortgagee of the real property submitted to the Declaration of Condominium of Hartsfield Green Condominiums, and does hereby consent to the recording of the aforesaid Declaration of Condominium and agrees to the subdivision of said real property in accordance with the aforesaid Declaration of Condominium.

DONE AND EXECUTED this 19th day of July, 2004.

WITNESSES:

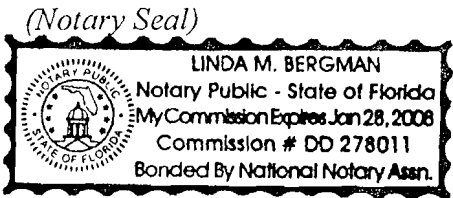
[Signature]
Signature
Linda Bergman
Print Name
[Signature]
Signature
Stephen M Lancaster
Printed Name

MORTGAGEE:
Tallahassee State BANK
By: [Signature]
Its: Senior Vice President

STATE OF Florida
COUNTY OF Gov

BEFORE ME, the undersigned authority authorized to take acknowledgments in the state and county aforesaid, appeared Bill Moore, as the Senior Vice President of Tallahassee State Bank, and he or she acknowledged that he or she executed the foregoing instrument on behalf of the company pursuant to due authority. He or she is personally known to me or has produced sufficient identification and did take an oath or made appropriate acknowledgment.

WITNESS my hand and seal this 19th day of July, 2004.



[Signature]
Notary Signature
Linda M Bergman
Notary Printed Name