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**THIRD AMENDED AND RESTATED COVENANTS, CONDITIONS &
RESTRICTIONS FOR BELMONT CLUSTER DEVELOPMENT**

THIS THIRD AMENDED AND RESTATED COVENANTS, CONDITIONS & RESTRICTIONS FOR BELMONT CLUSTER DEVELOPMENT, is hereby made and entered into, by Skobel Development, Inc., a Florida corporation, whose post office address is 8819 SW 74th Ave, Gainesville, FL 32608, hereinafter referred to as "the Declarant,"

WITNESSETH

WHEREAS, the declarant made and entered into the BELMONT CLUSTER DEVELOPMENT Declaration of Covenants, Conditions and Restrictions, (the "Declaration"), said Declaration being recorded on May 28, 2004, in Book 2925, Page 312, of the Public Records of Alachua County, Florida and as Amended on December 21, 2010 recorded in Book 4002 Page 2335, and as again Amended on July 22nd, 2013 recorded in Book 4213 Page 2042 of the Public Records of Alachua County, Florida;

WHEREAS, Declarant wishes to amend and restate for a third time the Declaration of Covenants, Conditions and Restrictions.

WHEREAS, Declarant has the right to amend and restate the Declaration pursuant to Article VII of the Declaration.

NOW THEREFORE, the Declaration is hereby amended and restated by Declarant as follows:

**ARTICLE I.
DEFINITIONS**

Section 1. "Association" shall mean and refer to BELMONT CLUSTER DEVELOPMENT HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners.

Section 5. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Properties.

Section 6. "Declarant" shall mean and refer to Skobel Development Inc., and its successors or assigns.

Section 7. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges of stormwater runoff which are necessitated by rainfall events; incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse stormwater runoff to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharge from the system. Any reference in the Declaration to the Suwannee River Water Management District shall also include its Successors if it ceases to exist.

ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the Association shall not have a right to charge any fee for admission and the use of any recreational facility situated upon the Common Area. Use of this facility shall be covered under the general assessments of the community;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which an assessment against his Lot remains unpaid; and for any period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by a majority of the voting members.

(d) The right of the Association to collect money for the maintenance and repair of stormwater management and surface water facilities. This money shall be earmarked for stormwater repairs and shall not be used for any other purpose.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessments shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B members shall be the Declarant and shall be entitled to ten (10) votes for each Lot owned or approved in the Master Plan for Belmont Cluster Development whether or not such lots have been platted or annexed into these covenants. The Class B membership shall cease and be converted to Class "A" membership on the happening of the earlier of the following events,

- (a) Three months after 90 percent of the parcels in all phases of the community that will ultimately be operated by the Homeowners' Association have been conveyed to members
- (b) on December 31, 2023, or
- (c) when Declarant decides to turn over control to the Class A members.

Section 3. In all elections involving general membership voting, the total vote will be the combined vote of all Class A and B shares voted. Each Class B vote shall be equivalent with, and participate in all voting on a basis equivalent to, ten Class A votes.

Section 4. Notwithstanding the other provisions contained in these Articles to the contrary, Declarant, or the Declarant's successors in interest, shall, prior to relinquishing control of the Association or otherwise allowing control to transfer to the directors of the Association, provide at least thirty (30) day prior written notice to the Suwannee River Water Management that all terms and conditions placed on the Declarant by permits or authorizations from the Suwannee River Water Management have been satisfied in full and that transfer of control of the

Association from the Declarant to an approved operation and maintenance entity is proposed to occur on a specific date.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1 (a) Guarantee of the Class B Member: The Class B Member agrees that it will be obligated to pay any operating expenses of the Association in excess of the revenue derived from the Assessment including any increases made during the fiscal year until the end of the Association's existence or the end of Class B Membership (the "Budget Guarantee"). The Class B Member may elect to renew its Budget Guarantee on an annual basis. In return for the Budget Guarantee, the Class B Member and its Affiliates shall have the only voting powers and will not be liable for any Assessments on any Lots it owns even after Certificate of Occupancy (an "Exempt Lot").

Section 1 (b) Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) assessments or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, (3) late fees, (4) interest at the highest legally allowed rate on late balances due to the Association, and (5) costs and attorneys fees. The quarterly and special assessments, together with interest, late fees, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, late fees, costs, and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the construction of amenities upon, improvement and maintenance of the Common Area.

Assessments shall also be used for the construction, maintenance and repair of the surface water or stormwater management systems including, but not limited to, work within retention areas, drainage structures and drainage easements.

The Association shall maintain the landscaping of the area forward of twenty (20) feet to the rear of the front corner of either side of a residential unit constructed upon any lot. Each of these lots shall have an irrigation system installed for such purpose which shall also be maintained by the Association. The owner of each lot shall provide at Owner's expense and unrestricted water supply for the irrigation system. Maintenance of the landscaping shall include, but not be limited to, mowing and trimming. No landscaping shall be added to any Lot without the

approval of the Architectural Control Committee. Any landscaping so approved shall be accepted for Maintenance by the Association. The Developer shall not have liability under this section. Developer has given consideration for this limitation on liability by covenanting to keep the association dues at \$275.00 per quarter until Developer turn over of the Association to the homeowners. **The Board of Directors is not allowed to increase the dues for Lots for which a Certificate of Occupancy has never been issued for improvements to that Lot. Lots for which a Certificate of Occupancy have not been issued are considered unimproved and such Lots are obligated to pay \$75.00 per quarter and are not liable for any payments of Special Assessments.** The Association will not maintain any vacant lots and the Maintenance of these lots is the owner's responsibility. The owner will also not have rights to use the community amenities unless owner has improved property with a Certificate of Occupancy in the subdivision. The owner may voluntarily elect to pay full association dues if owner wants the right to use the community amenities.

Section 3. Quarterly Assessments & Special Assessments. At the time of this recording, the quarterly assessments are \$275.00 per quarter per Lot.

(a) From the time of this recording, the maximum quarterly assessment may be increased each year not more than 3% above the assessments for the previous year without a vote of the membership of the entire community. In order to increase the assessments by more than 3% but less than 15% above the assessments for the previous year, sixty percent (60%) of the entire membership must vote in favor of this decision. In order to increase the assessments by more than 15% above the assessments for the previous year, ninety percent (90%) of the entire membership must vote in favor of this decision.

(b) The Board of Directors may not collect assessments less frequently than quarterly.

(c) Special Assessments for Insufficient Assessments. The Board of Directors **shall not have the authority to charge a special assessment even to cover a shortfall without a vote of the membership of the entire community.** If assessments are insufficient, the Board of Directors shall have authority to call a meeting to have the community vote for a special assessment. All community members shall be noticed of the meeting with the intended purpose for the special assessment. Every special assessment will require a separate vote and the funds shall be earmarked for the noticed purpose of the special assessment. Funds collected for a special assessment cannot be used in any way not directly noticed to the members of the entire community and shall be returned to the individual members. Under Section 4 below, in order for a special assessment where funds go directly to a contractor to fix a structural problem in the roads, clubhouse, or pool areas to be approved by the community, sixty percent (60%) of the entire membership must vote in favor of passing the special assessment. In order for a special assessment for any other purpose to be approved by the community, ninety percent (90%) of the entire membership must vote in favor of passing the special assessment.

(d) The Board of Directors shall establish the appropriate levels of maintenance.

(e) The Board of Directors may not establish fees for the use of facilities in Belmont. The

assessments for the community give all members a right to use Belmont facilities in the normal course and in reasonable ways. For example, pool parties can be scheduled reasonably by homeowners without a charge.

Section 4. Special Assessments for Capital Improvements. The Board of Directors shall not have the authority to charge a special assessment even for Capital Improvements without a vote of the membership of the entire community. If assessments are insufficient, the Board of Directors shall have authority to call a meeting to have the community vote for a special assessment. All community members shall be noticed of the meeting with the intended purpose for the special assessment. Every special assessment will require a separate vote and the funds shall be earmarked for the noticed purpose of the special assessment. Funds collected for a special assessment cannot be used in any way not directly noticed to the members of the entire community and shall be returned to the individual members. **In order for a special assessment where funds go directly to a contractor to fix a structural problem in the roads, clubhouse, basketball courts, tennis courts, or pool areas to be approved by the community, sixty percent (60%) of the entire membership must vote in favor of passing the special assessment. In order for a special assessment for any other purpose to be approved by the community, ninety percent (90%) of the entire membership must vote in favor of passing the special assessment.**

However, the Board of Directors of the Association may levy a special assessment against any lot or lot owner for purposes of compliance with the permit issued by the Suwannee River Water Management District without lot owner or member approval.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast thirty percent (30%) of all the votes shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both quarterly and special assessments must be fixed at a uniform rate for all Lots and may be collected on a quarterly basis, except that these Covenants have established that Lots for which a Certificate of Occupancy has not been issued for improvements to that Lot are liable for only \$75/quarter and not liable for any Special Assessments.

Section 7. Date of Commencement of Assessments: Due Dates. Upon conveyance of an Exempt Lot, the Assessment will become due for such Lot(s); provided, however, that the Assessment will be prorated and only the portion of the attributable to the remainder of the fiscal year will be assessed and payable. If payment of the Assessments is in installments, only the applicable portion of the then current installment will be due. The first assessments shall be adjusted according to the number of the months remaining in the calendar year. The Board of Directors shall fix the amount of the assessment against each Lot at least thirty (30) days in advance of each assessment period and written notice of the assessment shall be sent to every

Owner yearly of the coming years assessments. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association, or the manager of the Association, setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the Status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-payment of Assessments; Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall bear interest from the due date at the highest rate provided by Florida law and shall have a \$25.00 late fee. The Association may bring action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessment provided for herein by non use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale and transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer except for as allowed through Florida Statutes. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. The Association shall maintain a financial account with its sole name with a federal or state chartered bank, savings and loan, credit union or like financial institution. By January 30th of each calendar year, for so long as an operation and maintenance permit is required by the "Suwannee River Water Management, the Association shall maintain a minimum balance in the account of \$1,000.00 or the estimated cost to operate and maintain the permitted operation and maintenance entity for a period of one (1) year, whichever amount is greater. The Association shall provide the Suwannee River Water Management with a copy of an account statement indicating the balance in the account within twenty (20) days of receipt of written demand for such from the Suwannee River Water Management.

Section 11 Obligations of members; remedies at law or in equity

(1) Each owner and the Owner's tenants, guests, and invitees, and the Association, are governed by, and must comply with, the Florida Statutes, the governing documents of the community, and the rules of the Association. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the Association or by any member against:

- (a) Any Owner;
- (b) Any director or officer of the Association who willfully and knowingly fails to comply with these provisions; and
- (c) Any tenants, guests, or invitees occupying a parcel or using the common areas.

Section 12. Effect of Nonpayment of Assessments; Remedies

(a) **Personal Obligation:** All assessments, together with any late fees, interest and costs of collection when delinquent, including reasonable attorneys' fees (including before or during trial or on appeal), whether or not suit is brought (collectively, the "Assessment Charge") shall be the personal obligation of the person or entity who was the Owner of the Lot at the time when the Assessment Charge was levied and of each subsequent Owner. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Lot.

(b) **Creation of Lien:** The Assessment Charge shall also be continuing lien in favor of the Association on the Lot against which the Assessment Charge is made, which lien is effective upon recording of a claim of lien and prior to entry of final judgement of foreclosure. The lien is subject to the subordination provisions of Article 4, paragraph 9 herein.

(i) If a Owner is delinquent for more than 90 days in paying monetary obligation due to the Association, an Association may suspend, including but not limited to suspension of voting rights, until such monetary obligation is paid, the rights of an Owner or a Owner's tenants, guests, or invitees, or both, to use common areas and facilities and may levy reasonable fines of up to \$100 per violation, against any Owner or any tenant, guest, or invitee. A fine may be levied for each day of a continuing violation, with a single notice an opportunity for hearing, except that a fine may not exceed \$1000 in the aggregate unless otherwise provided in the governing documents. A fine of less than \$1000 may not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the non-prevailing party as determined by the court. The provisions regarding the suspension-of-use rights do not apply to the portion of common areas that must be used to provide access to the parcel or utility services provided to the parcel.

(1) A fine or suspension may not be imposed without at least 14 days' notice to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three Owners appointed by the board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. If the Association imposes a fine or suspension, the Association must provide written notice of such fine or suspension by mail or hand delivery to the parcel owner and, if applicable, to any tenant, licensee, or invitee of the parcel owner.

(2) Suspension of common-area-use rights do not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.

(c) Sale for Payment; Foreclosure of Lien: The Association may bring an action at law against the Owner personally obligated to pay the Assessment charge, or may foreclose the lien, or both. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage and convey the Lot.

(d) Other Remedies: The Board may assess fines, late fees and interest and suspend voting rights and right to use of the Common Property by an Owner for any period during which any Assessment against the Owner's Lot remains unpaid, but only as permitted by law.

Section 13. No Transfer Fees: In connection with any request by an Owner or a prospective purchaser of a Residential Dwelling Unit for a confirmation of assessments owed to the Association or to process a change of ownership on the books and records of the Association, as a condition to providing such service, the Association shall only have the right to charge an estoppel fee of up to \$150 to the party making the request.

ARTICLE V ARCHITECTURAL CONTROL

The Declarant shall be the only member of the Architectural Control Committee until the Developer no longer owns any property in Belmont Cluster Development. No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. The Architectural Control Committee is the Developer until the Developer no longer owns any property in Belmont Cluster Development. After the Declarant no longer owns any property in Belmont Cluster Development, the architectural committee shall be composed of three (3) or more representatives appointed by the Board. In the event the Architectural Control Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. No dwelling of one story structure shall be permitted on any of the lots which contain less than 1300 square feet of ground floor area, exclusive of porches and garages, except as shown on the Plat. All lots shall have setbacks as shown on the Plat.

ARTICLE VI RESTRICTIONS ON USE OF PREMISES

In addition to the rules and regulations which may be established by the Association, the following restrictions are placed upon the Property:

- (1) Each lot shall be used for residential purposes only. Each residential unit must be

built with either a one or two car garage. Carports are not acceptable.

(2) Owners who decide later to convert garage area to living area may do so, but must leave the garage door in place and make no structural changes to the outside front so it will continue to appear as an actual garage.

(3) Boats, trailers, recreation vehicles, trucks or other transportable personal property will not be permitted in the open parking areas or drive, and must be stored only within garages or in a fenced back yard.

(4) Mechanical work on any type of vehicle must be done in the garage only. No disabled or unlicensed vehicles may be kept parked in front of any house.

(5) No motor vehicles shall be parked in the front or side yards except on an improved parking space or driveway.

ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association or any Owner incurring legal expenses or litigation costs related to successful enforcement of any covenant, restriction, or above items shall be reimbursed reasonable attorneys' fees and costs whether decided in court or settled out of court. The Suwannee River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants, Conditions, and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time the shall be automatically extended for successive periods of ten (10) years. Any amendment to the Covenants, Conditions and Restrictions which alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the Suwannee River Water Management District.

- a. This Declaration may be amended during the first twenty (20) year period and subsequent periods as follows:
- i. by the Declarant acting alone during anytime prior to turnover; or
 - ii. by an instrument signed by not less than ninety percent (90%) of the voting interests.

Amendments to these Articles or the Bylaws of the Association which directly or indirectly impact operation and maintenance of the surface water or stormwater management system, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surface water management works, preservation areas, conservation areas, wetlands and wetland mitigation areas which are owned by the Association or the owners in common, may be made only after written approval by the Suwannee River Water Management. Such approval shall be in the form of modification to any and all permits issued by the Suwannee River Water Management under the lawfully adopted rules of the Suwannee River Water Management in effect at the time of application for such modification. Amendments to the Articles of the Bylaws which do not impact operation or maintenance of the system may be made without authorization of the Suwannee River Water Management; however, copies of any such amendments shall be forwarded to the Suwannee River Water Management within thirty (3) days of approval.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of the combined vote of both Class A and B members who are voting in person or by proxy. Additional land may be annexed by the Declarant without the consent of members within twenty (20) years of the date of this agreement.

The then Owners of the home presently owned and occupied by Kenneth R. Tefertiller and Waynell F. Tefertiller (Tax Parcel #04227-001-000) shall be entitled to join the Association paying the assessment of a single lot by recording an appropriate instrument in the Public Records of Alachua County, Florida, within twenty one (21) years after the date this Declaration is recorded.

Section 5. FHAVA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Authority or the Veterans Administration: either annexation of additional properties beyond those presently approved in the Master Plan or material amendment of this Declaration of Covenants, Conditions and Restrictions by anyone other than the Declarant.

Section 6. Surface Water or Stormwater Management System. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the Suwannee River Water Management District, and local government jurisdiction. The Association shall be responsible for such maintenance and operation. More specifically, said

maintenance and repair, for each detention facility shall include, where appropriate the following: mow grass once a month (March through November), inspect the discharge structures, keep ponds free of trash and debris, inspect berms for washout or erosion, fill and sod any washout or erosion within one week, inspect vertical volume recovery structures for sediment build up and keep free of obstruction, any fences around ponds are to be inspected for continuity and promptly repaired if necessary. Said inspections shall be done on a monthly basis. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the Suwannee River Water Management District, and local government jurisdiction.

Section 7. Declarant shall have the right to erect and maintain signs and a model or models for sales purposes anywhere on the property.

Section 8. Prior to dissolution of this Association, all property, interest in property, whether real, personal, or missed, which is directly or indirectly related to the surface water or stormwater.

Section 9. Lawn Disclaimer. Developer hereby disclaims any liability for landscaping on the Lot, including but not limited to, shrubbery, sod, trees, or any other landscaping material, from the date of conveyance to Owner forward. Owner accepts lawn and shrubbery in its then condition at time of conveyance from Developer. All irrigation devices specific to a Lot shall be maintained by the Owner.

ARTICLE VIII RESTRICTIONS

1. Access to common and to any conservation areas is limited to members of the Association and immediate members or their family and to those persons maintaining any drainage or public utility easements or structures within such areas.
2. Members of the Association may bring guests into the common area or conservation areas, if any, provided such guests are accompanied by a member.
3. Members who bring non-members onto the common/conservation areas are required to assume full responsibility and liability for their acts, safety, and well-being.
4. Members who bring non-members into the common/conservation areas agree to hold the Association harmless for any injuries a non-member guest receives.
5. Persons not permitted access under 1 or 2 above are not allowed in the common/conservation areas and are to be considered trespassers on the property.
6. The Association Board of Directors shall establish restrictions on hours of use of

various parts of the common/conservation and recreation facilities.

7. Minor age children whose parents are not members of the Association may not occupy the common areas at anytime except in the company of a member of the Association who assumes guardian responsibility for all acts or injuries that might result from use of these areas.

8. Each member of the Association and all members of their family with legal authority to use common/conservation areas must do so at their own risk. The Association cannot assume responsibility for safety and security of members usage. A member of the Association does hereby waive all claim of liability against the Association and holds the Association harmless for all usages members make of the common/conservation area.

9. Members may reserve portions of the common/conservation areas for various group meetings within guidelines provided by the Association Board of Directors.

10. No swings, ropes, ladders, tree houses, or structures may be erected or attached to any trees in the common/conservation area.

11. No one may climb trees or inflict damage to trees in the common/conservation area.

12. No weapons may be brought onto common/conservation areas by members or non-members. This shall include, but is not limited to, all air guns, BB guns, knives, clubs, sling shots, bow & arrows, darts, or any device that is primarily a weapon or tool for hunting.

13. No hunting, trapping or fishing is allowed in the common/conservation areas.

14. No unauthorized removal or cutting of any plants or trees in the common/conservation area is permitted.

15. Garbage cans and containers shall be screened from view and placed out for pickup only the day of pick-up and removed from the street on the same day. Owners shall not place trash on the ground, but only in trash receptacles. Large items for disposal such as furniture or appliances require a special pickup. Owner will need to call and make arrangements prior to placing items in front of the home. Do not put garbage or items outside earlier than 12 hours prior to being picked up.

16. Fences may not be constructed in the front yard of a residence.

17. All fencing location, size, and materials shall be allowed only with the approval of the Architectural Control Committee. All fences shall be 1x6 shadowbox style 6' in height and painted "Belmont Eucalyptus" by Sherwin Williams. Picket fences may be allowed on lot lines backing common areas with ACC approval. Any deviation must be approved by the ACC.

18. No satellite dishes, antennas, or such other electronic transmitting or receiving devices may be installed anywhere outside a house on a lot unless approved by the Architectural Control Committee.

19. Outside storage buildings can only be in the backyard and subject to the architectural review of the Association.

20. Owner shall be responsible for fertilizing, fungus control, insect control, maintaining, watering the lawn, shrubbery, for all areas on the Lot that are not maintained by the Association and for any damages caused by their negligence or abuse. Owner shall adequately mow, edge and trim the lawn that is not maintained by the Association or hire it to be done on a regular basis. In the event that Owner fails to properly and adequately fertilize, maintain insect control or water the lawn and shrubbery not maintained by the association or fails to cut and/or trim the grass and shrubbery not maintained by the Association, causing it to die, or suffer damage, or overgrow, then the Association may arrange for the maintenance and Owner shall be fully responsible for the cost of replacement or maintenance. The Association shall bill Owner and said bill shall become a lien if left unpaid for thirty days.

21. No signs are permitted on the private property or common areas of the property other than For Sale, Garage Sale and political candidate signs; messages are limited to necessary information only. This restriction does not supercede and is in addition to Article VII section 7.

22. The exterior improvements on each lot must be kept in good repair at all times. If damaged by accident or the elements, repairs must be commenced within ninety (90) days and completed in a timely manner.

23. No business that requires on-site employees, visits by clients and/or related business traffic may be operated out of any house/garage unless approved by the Architectural Control Committee.

24. Portable basketball nets may be used on driveways but must not be so placed to cause interference with street traffic. Only when not in use the portable basketball nets must be stored in garages, out of sight behind fences and/or shrubs.

25. Recreational and playground equipment shall be placed in rear yard. Any recreational and playground equipment visible from the street shall require ACC approval.

26. No animals or pets of any kind shall be kept upon said property or any portion thereof except for ordinary household pets, which shall not be a nuisance or annoyance to the neighborhood. All pets must be on leashes when outside of residence and when being walked. Pets are not allowed to run loose. Owners, their guests, invitees or tenants must clean up after pets and dispose of waste properly. No dog may be left to bark continuously or be annoying to neighbors, per Alachua County Ordinance #93-34.

27. Garage doors shall be kept closed except when required to open for the purpose of ingress or egress and/or when an Owner is present in the immediate area.

28. Pools and enclosures shall be approved by the ACC. All pools are required to be within an enclosure or fenced backyard so as not to be seen from the street.

ARTICLE IX INSURANCE AND INDEMNITY

9.1 **Review of Coverage:** The Board will review the types and limits of insurance at least once each year.

9.2 **Casualty Insurance:** The Board shall obtain and maintain fire insurance coverage as appropriate. Endorsements for extended coverage, vandalism, malicious mischief, flood and windstorm shall be obtained where available at reasonable cost. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based on replacement) of the improvements constructed on the Common Property.

9.3 **Public Liability:** The Board shall obtain public liability insurance in such limits as the Board may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Property. Whenever, practical, such insurance shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board, or the Owners. Such insurance must always name Declarant as additional insured until 50 years after the date of this Declaration.

9.4 **Director Liability Insurance.** The Board may obtain liability insurance insuring against personal loss for actions taken by members of the Board and the Officers in performance of their duties. Such insurance shall be of the type and amount determined by the Board in its discretion.

9.5 **Other Insurance:** The Board shall obtain and maintain worker's compensation insurance if and to the extent necessary to meet the requirements of law and such other insurance as the Board may deem prudent.

9.6 **Repair and Reconstruction after Fire or Other Casualty:** If fire or other casualty damages or destroys any of the Common Property, the Board shall arrange for and supervise the prompt repair and restoration of the Improvements. The Board shall obtain funds for such reconstruction first from insurance proceeds, then from reserves for the repair and replacement of such improvements and then from any Special Assessments that may be necessary after exhausting insurance and reserves.

9.7. Indemnity of Declarant: In consideration of Declarant conveying the Common Property to the Association, the Association releases, indemnifies and holds Declarant, its officers, employees and agents harmless from any and all liability arising out of the Common Property and shall defend Declarant against all claims of any third party. Such indemnity includes any attorneys' fees and costs in by Declarant, including before or at trial and on appeal.

ARTICLE X BOARD OF DIRECTORS AND MISCELLANEOUS PROVISIONS

10.1. **Board of Directors:** The Board of Directors shall be fixed as a three member board. At the 2013 annual meeting, the members will vote to elect one member of the board of directors to a three year term. The Declarant will reduce the number of his Board seats to two. The new member shall hold a Board seat that will have a three year initial term. When the Class B membership is converted to Class A membership another election occurs (the "Turnover Election"), the Declarant shall reduce the number of Declarant board seats so the Declarant appoints only one member to the Board. At the Turnover Election, the Declarant must hold an election for one new Board seat that will be elected by the members. The one new member shall hold a Board seat that will have an initial term that runs from one year after the next annual meeting. After the Turnover Election, the Board must consist of two members that were elected by the members. When the Declarant owns less than 5% of the parcels, the Declarant shall reduce the number of Declarant board seats to zero. The Association shall have an election for the one empty Board seat. This board seat will have an initial term that ends at the first annual meeting for which one of the other candidates is not up for reelection. After the initial terms, each board seat will have a three year term that is elected at every third annual meeting.

10.2. In the event of a conflict between the terms and provisions of this Declaration and the provisions of the Articles and By-Laws, the terms and provisions of this Declaration shall govern and control. In the event of a conflict between the terms and provisions of the Articles and the terms and provisions of the Bylaws, the terms and provisions of the Articles shall govern and control.

10.3. **Binding Arbitration.** Any controversy, claim or dispute arising out or relating to construction of Association elements, maintenance of all Association property, maintenance of homeowners' front lawns by the Association, management of the Association, the Association's compliance with Florida statutes or any other applicable laws, any claims against the Developer, Declarant, or the Association in tort, contract, or under any other theory of law (excluding any claims or disputes involving the collection/enforcement of unpaid assessments which are governed by Article IV herein) shall be settled and finally determined by binding arbitration in accordance with the Arbitration Rules of the American Arbitration Association (AAA) and the Federal Arbitration Act (Title 9 of the United States Code) and judgment rendered by the arbitrator(s) may be confirmed, entered and enforced in any court having jurisdiction. Arbitration must be held in Alachua County, Florida. The arbitration will be binding and will not be eligible for

appeal. One-half the cost of the arbitration will be paid by the original Plaintiff(s) who initiated the proceedings. The other half of the cost of the arbitration will be paid by the Defendant(s).

THIS THIRD AMENDED AND RESTATED COVENANTS, CONDITIONS, & RESTRICTIONS FOR BELMONT CLUSTER DEVELOPMENT and exhibit hereto made and entered into on December 26th, 2013 are effective when recorded.

Skobel Development Inc.,
A Florida Corporation

By: Alex Skobel
Alex Skobel, President

WITNESSES:

Alex Skobel

Print: Adam Skobel

Loree Schulson

Print: Loree Schulson

STATE OF FLORIDA, COUNTY OF ALACHUA

The foregoing instrument, Florida was acknowledged before me on December 26th, 2013 by Alex Skobel, President of Skobel Development Inc., a Florida corporation, on behalf of the corporation. He or she is personally known to me or has produced a Florida driver's license as identification and did take an oath.

Loree Schulson
Notary Public, State of Florida
Loree Schulson

[SEAL]



**CONSENT OF BELMONT CLUSTER DEVELOPMENT
HOMEOWNERS ASSOCIATION, INC.**

The undersigned, President of BELMONT CLUSTER DEVELOPMENT HOMEOWNERS ASSOCIATION, INC., a Florida corporation, hereby consents to the recording of the foregoing THIRD AMENDED AND RESTATED COVENANTS, CONDITIONS & RESTRICTIONS FOR BELMONT CLUSTER DEVELOPMENT, on December 26th, 2013.

BELMONT CLUSTER DEVELOPMENT HOMEOWNERS ASSOCIATION, INC.

By: *Michael Skobel*
Michael Skobel, President

Signed, sealed, and delivered in the presence of:

WITNESSES:

Adam Skobel

Print: Adam Skobel

Loree Schulson

Print: Loree Schulson

**ACKNOWLEDGEMENT
STATE OF FLORIDA, COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me on December 26th, 2013, by Michael Skobel, President of BELMONT CLUSTER DEVELOPMENT HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation. He or she is personally known to me or has produced a Florida driver's license as identification and did take an oath.

Loree Schulson
Notary Public, State of Florida
Loree Schulson

[SEAL]



LOREE STARR SCHULSON
MY COMMISSION # EE 063458
EXPIRES: January 8, 2017
Bonded Thru Budget Notary Services

**BY-LAWS
OF
BELMONT CLUSTER DEVELOPMENT
HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I

NAME AND LOCATION. The name of the corporation is BELMONT CLUSTER DEVELOPMNET HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 107 East High Street, Archer, Florida 32618, but meetings of members and directors may be held at such places within the State of Florida, as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

Section 1. "Association" shall mean and refer to BELMONT CLUSTER DEVELOPMENT HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land described in the Declaration of Covenants, Conditions and Restrictions with the exception of the Common Area.

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

Section 6. "Declarant" shall mean and refer to ARCHER ROAD PROPERTIES, INC., its successors or assigns.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for BELMONT CLUSTER DEVELOPMENT applicable to the properties recorded in the Office of the Clerk of the Courts of Alachua County, Florida.

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

**ARTICLE III
MEETING OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership or the Declarant.

Section 3. Notice of Meetings. written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. A majority of the votes entitled to be cast by presence at a meeting, and by proxy, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws.

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

ARTICLE IV BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of at least three (3) but not more than nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. At the first meeting the members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the members shall elect directors for terms of three years.

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

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

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

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the

Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

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

ARTICLE VI MEETING OF DIRECTORS

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

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

Section 3. Quorum. A majority of the number of directors present at a meeting shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

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

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

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

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

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

(a) cause to be kept a complete record of the acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

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

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

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

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

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same;

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

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association and directors liability insurance as it may deem appropriate;

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

(g) cause the Common Area to be maintained;

(h) cause the exterior of the dwelling to be maintained.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

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

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

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

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

Section 7. Multiple Officers. The officers of the secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

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

President

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

Vice-President

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

Secretary

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

Treasurer

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

ARTICLE IX COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X BOOKS AND RECORDS

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

ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 10 percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas or abandonment of his Lot.

ARTICLE XII CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: BELMONT CLUSTER DEVELOPMENT HOMEOWNERS ASSOCIATION, INC., a corporation not for profit - Corporate Seal.

ARTICLE XIII AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. Amendments which directly or indirectly impact operation and maintenance of the stormwater management or surfacewater management systems, including but not without limitation, all lakes, ditches, canals, management works, and preservation or conservation areas, wetlands and wetland mitigation areas which are owned 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. Amendment to the By-Laws 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.

Section 3. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV MISCELLANEOUS

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

IN WITNESS WHEREOF, we, being all of the directors of BELMONT CLUSTER DEVELOPMENT HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this ____ day of _____, 2004.

BELMONT CLUSTER DEVELOPMENT HOMEOWNERS ASSOCIATION, INC.

Anne E. Williams, Director

Thomas W. Williams, Jr., Director

Philip A. DeLaney, Director

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of BELMONT CLUSTER DEVELOPMENT HOMEOWNERS ASSOCIATION, INC., a Florida corporation, and

THAT the foregoing By-Laws constitute the original By-Laws of said Association as duly appointed at a meeting of the Board of Directors thereof, held on this ____ day of _____, 2004.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this ____ day of _____, 2004.

Secretary