

ARTICLES OF INCORPORATION  
OF  
EDGEMOOR HOMEOWNERS' ASSOCIATION, INC.

FILED  
01 JUL 17 PM 12:23  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLE I  
NAME AND TERM OF EXISTENCE

The name of the corporation is Edgemoor Homeowners' Association, Inc., hereinafter referred to as the "association". The existence of the association shall commence upon the filing of these Articles of Incorporation with the Department of State of the State of Florida and shall continue in perpetuity.

ARTICLE II  
PURPOSE

A. The association is organized for the purpose of management, maintenance, operation and care of real and personal property, including, but not limited to all roads, lakes, ditches, canals, retention or detention areas, drainage, other surface water management works, and preservation or conservation areas, wetlands and wetland mitigation areas which are owned by the association or the owners in common.

B. The association shall have the power:

1. To fix and make assessments of lots and lot owners and collect the assessment by any lawful means;
2. To borrow money;
3. To use and expend proceeds of assessments and borrowings in a manner consistent with the purposes for which the association is formed;
4. To appoint an Architectural Control Committee;
5. To maintain, repair, replace, operate, and care for real and personal property, including but not limited to, all lakes, ditches, canals, retention or detention areas, drainage, roads and lands of the surface water management system which are owned by the association or the owners in common in a manner consistent with the permit issued by the Suwannee River Water Management District and the operation and maintenance plan attached thereto;
6. Purchase and maintain insurance;
7. To make, amend, impose and enforce by any lawful means, reasonable rules regulating use of the common areas and association property;
8. To contract for services with others;
9. To do and perform anything required by these articles, the bylaws, or the Declaration of Covenants and Restrictions (Declaration) to be done by the owner, but if not done by the owner in a timely manner, at the expense of the owner;
10. To do and to perform any obligations imposed upon the association by the Declaration or by the permit or authorization from any unit of local, regional, state, or federal government and to enforce by any legal means the provisions of these articles, the by-laws, and the

COPY

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 of the powers conferred upon associations so formed.

### ARTICLE III OFFICES

The principal offices of the association in the State of Florida shall be located at 8803 SW 61st Avenue, Gainesville, Florida 32608. The association may have such other offices, either within or without the State of Florida, as the Board of Directors may designate or as the business of the association may require from time to time. The mailing address of the association shall be 8803 SW 61ST Avenue, Gainesville, Florida 32608.

### ARTICLE IV MEMBERSHIP

Every person or entity who is, from time to time, the record owner of Lots 1 through 56 inclusive, of Edgemoor, a subdivision as recorded in Plat Book \_\_\_\_\_ Page \_\_\_\_\_ of the Public Records of Alachua County, Florida, shall be a member of the association. Membership shall be appurtenant to and may not be separated from the ownership. Each member shall be entitled to one vote for each lot owned by that member. If the owner owns a fractional interest in a lot, the member shall have a fractional vote proportional to ownership interest.

### ARTICLE V DIRECTORS

The following three persons shall serve the association as directors until the first annual meeting or other meeting called to elect directors:

<u>NAME</u>	<u>ADDRESS</u>
Joseph C. Cauthen IV	8803 SW 61st Avenue, Gainesville, FL 32608
Joseph C. Cauthen III	6510 NW 9th Blvd., Suite I, Gainesville, FL 32605
Frances C. Sears	77 Ponte Vedra Colony Circle, Ponte Vedra Beach, FL 32082

### ARTICLE VI INITIAL CONTROL BY DEVELOPER

Notwithstanding the other provisions contained in these articles to the contrary, Edgemoor, LLC, or its successors in interest herein referred to as "developer" shall have full right and authority to elect and/or remove all directors until developer relinquishes that right or ceases to be the owner of one or more of the lots as described in Article III above. The developer prior to

relinquishing control of the association or otherwise allowing control of the directors to transfer to the lot owners of the association, shall provide at least thirty 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 VII ASSESSMENTS**

Each lot owner shall be responsible for a fraction of the cost of carrying out the purposes of the association. The numerator of the fraction shall be the number of lots owned by the owner and the denominator shall be the total number of lots subject to assessment. The Board of Directors shall assess lot owner on an annual basis, a regular basis other than annually, and/or from time to time as the need arises in order to defray the costs incurred by the association and provide reserves that the Board of Directors in its judgment deems reasonable, for the operation of the association. Assessments shall be levied by resolution of the Board of Directors.

#### **ARTICLE VIII BYLAWS AND AMENDMENT OF ARTICLES**

The bylaws will be adopted and may be amended by the directors, consistent with these Articles. Amendments to the Articles and bylaws which directly or indirectly impact operation and maintenance of the subsurface management system, including without limitation, all lakes, ditches, canals, retention or detention areas, drainage or other subsurface management works, and preservation or conservation areas, wetland 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 articles or the bylaws which does 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 Suwannee River Water Management District within thirty days of approval.

#### **ARTICLE IX REGISTERED OFFICE AND REGISTERED AGENT**

The principal address and the registered office address shall be 8803 SW 61st Avenue, Gainesville, Florida 32608. The name of the association's initial registered agent at such address is Joseph C. Cauthen IV.

**ARTICLE X**  
**INDEMNIFICATION OF OFFICERS AND DIRECTORS**

A. The association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil or criminal, administrative or investigative, by reason of the fact that he is or was a director, officer, employee, or agent of the association, or is or was serving at the request of the association as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expense (including attorneys' fees), judgments, fines, and amounts paid in settlement, actually and reasonably incurred by him in connection with such action, suit or proceeding, including any appeal thereof, if he acted in good faith or in a manner he reasonably believed was not opposed to the best interest of the association, and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful. However, with respect to any action by or in the right of the association to procure a judgment in its favor, no indemnification shall be made in respect to any claim, issue, or matter as to which such person is adjudged liable for negligence or misconduct in the performance of his duties to the association unless, and only to the extent that, the court in which such action or suit was brought determines, on application, that despite the adjudication of liability such person is fairly and reasonably entitled to indemnity in view of the circumstances of the case. Any indemnification hereunder shall be made only on a determination by a majority of disinterested directors that the indemnification is proper in the particular circumstances because the party to be indemnified has met the applicable standard of conduct. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the party did not meet the applicable standard of conduct. Indemnification hereunder may be paid by the association in advance of the final disposition of any action, suit, or proceeding, on a preliminary determination that the director, officer, employee, or agent met the applicable standard of conduct and on receipt of an undertaking by or on behalf of the director, officer, employee, or agent to repay such amount, unless it is ultimately determined that he is entitled to be indemnified by the association as authorized in this section.

B. The association shall also indemnify any director, officer, employee, or agent who has been successful on the merits or otherwise, in defense of any action, suit, or proceeding, or in defense of any claim, issue or matter therein, against all expenses, including attorneys fees, actually and reasonable incurred by him in connection therewith without the necessity of an independent determination that such director, officer, employee, or agent met any appropriate standard of conduct.

C. The indemnification provided for herein shall continue as to any person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such person.

D. In addition to the indemnification provided for herein, the association shall have the

power to make any other or further indemnification, except an indemnification against gross negligence or willful misconduct, under any resolution or agreement duly adopted by a majority disinterested directors.

**ARTICLE XI  
INCORPORATORS**

The name and address of each incorporator are as follows:

Joseph C. Cauthen IV  
8803 SW 61st Avenue  
Gainesville, Florida 43608

**ARTICLE XII  
PRECONDITION TO DISSOLUTION**

Prior to dissolution of this association, all property, interest in property, whether real, personal, or mixed which is directly or indirectly related to the surface management system, including but without limitation all lakes, ditches, canals, retention or detention areas, drainage or other subsurface management works, and preservation or conservation areas, wetlands and wetland mitigation areas which are owned 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, another 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 incorporators have executed these Articles of Incorporation on July 5<sup>th</sup>, 2001.

Joseph C. Cauthen IV  
Joseph C. Cauthen IV

STATE OF FLORIDA  
COUNTY OF ALACHUA


The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of July, 2001, by Joseph C. Cauthen IV, who

- (  ) is personally known to me.
- (  ) produced a current Florida driver's license as identification.
- (  ) produced \_\_\_\_\_ identification.

Hazel R. Pearce

Signature of Notary  
My Commission Expires:

(SEAL)

 HAZEL R. PEARCE  
COMMISSION # CC 702248  
EXPIRES 07/15/2003

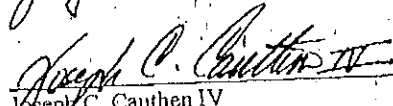
ARTICLES OF AMENDMENT  
OF  
EDGEMOOR HOMEOWNERS' ASSOCIATION, INC.

To: Department of State  
Division of Corporations  
Tallahassee, Florida 32314

Pursuant to the provisions of Section 607.1005 of the Florida Statutes, the undersigned not for profit corporation, originally incorporated under the name Edgemoor Homeowners' Association, Inc., on July 17, 2001, hereby amends the Articles of Incorporation:

1. Article IV is amended to state that the plat of Edgemoor subdivision is recorded in Plat Book "22", Pages 90, 91 and 92 of the Public Records of Alachua County, Florida.

This amendment, pursuant to Section 607.1006(2) of the Florida Statutes is hereby approved by the managing member and incorporator, Joseph C. Cauthen IV, this 27<sup>th</sup> day of July, 2001.

  
Joseph C. Cauthen IV  
Incorporator

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DESIGNATION AND ACCEPTANCE OF RESIDENT AGENT

FILED  
01 JUL 17 PM 12:23  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

I hereby certify that I am familiar with and accept the duties and responsibilities of a registered agent for Edgemoor Homeowners' Association, Inc.

Dated this 5<sup>th</sup> day of July, 2001.

Joseph C. Caughen IV  
JOSEPH C. CAUGHEN IV

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 1770194 11 PGS

2001 JUL 25 12:42 PM BK 2374 PG 609

J. K. "BUDDY" IRBY

CLERK OF DISTRICT COURT  
ALACHUA COUNTY, FLORIDA

CLERK2 Receipt#060411

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**OF**

**EDGEMOOR**

EDGEMOOR, LLC, a Florida Limited Liability Company, called "DECLARANT", is the owner and holder of all of that certain real property located in Alachua County, Florida, and described as follows:

Lots 1 though 56 of Edgemoor, a subdivision as per plat thereof recorded in Plat Book 22, Pages 90, 91 and 92 of the Public Records of Alachua County, Florida.

(Note: This Declaration does not apply to Lots C-1 through C-4 inclusive as shown on the Plat.)

For the purpose of enhancing and protecting the value, attractiveness and desirability of the individual lots, Declarant states that all of the real property described above, and each part thereof shall be held, sold, and conveyed only subject to the following covenants, conditions and restrictions, which shall constitute covenants with the land and shall be binding on all parties having any right, title or interest in the above described property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

1. "Lot" means any lot shown on a Plat along with any improvements constructed on the Lot.
2. "Plat" means the plat of Edgemoor as recorded at Plat Book 22 at Pages 90, 91 and 92 of the Public Records of Alachua County, Florida.
3. "Declarant" means Edgemoor, LLC.
4. "Declaration" means this Declaration of Covenants, Conditions and Restrictions of Edgemoor and all supplements and amendments to this Declaration.
5. "Public Records" means and refers to the Official Public Records of Alachua County, Florida.
6. "Variance" means a relaxation of the terms of this Declaration.



ARTICLE II

USE OF LAND

1. Each Lot may contain one (1) single-family dwelling unit, consisting of a conventional site built home conforming to the following requirements:

- a. The home shall front, or present an appropriate frontage, on the street to which the Lot fronts.
- b. A home on a corner Lot shall have a presentable frontage on all streets on which the corner Lot abuts.
- c. The home shall have a minimum 1500 square feet of living area (excluding patios, porches, garages, etc.). Any garage or outbuilding shall be of similar design and materials to the home.
- d. There shall be no carports.
- e. Minimum building setbacks shall be as follows:
  - i. Front: 50 feet
  - ii. Side and rear: 15 feet

2. Each lot shall be used for single-family residential purposes only.

3. Storage buildings, fences, walls and other structures may be permitted as accessory uses subject to review and approval of the Architectural Control Committee as hereinafter referred to.

4. An owner 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 home site, whereupon the combined property will be deemed to be a single Lot for all purposes. Declarant shall have the right to modify the Plat to make adjustments to Lot boundary lines if the Owner(s) of the affected Lots consent. Declarant 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. Declarant also may replat a Lot or Lots to common property, to roadway, or to other legal purpose, without the consent of the other Owners, whereupon such replated Lot or Lots will no longer be deemed a "Lot".

5. Any construction commenced upon any Lot shall be completed within twelve (12) months from the date of first delivery of any materials to the Lot unless an extension thereof is granted by the Architectural Control Committee.

6. All driveways and parking areas shall be constructed of asphalt, concrete, or similar material approved by the Architectural Control Committee. Driveways shall be continuously paved in any area meant for driving or motor vehicle storage. There shall be a garage on each building site for at least one motor vehicle. No motor vehicle shall be parked, stored or otherwise left on any

for at least one motor vehicle. No motor vehicle shall be parked, stored or otherwise left on any unpaved area.

7. Upon construction of a home upon a Lot, the front yard from the front building line to the street shall be sodded, grassed, seeded or sprigged except in areas where other landscaping has been approved by the Architectural Control Committee.

8. Fencing within the front set back shall be wooden decorative, wrought iron, ornamental aluminum, or PVC board fence only. Chain link and wood privacy fences shall be permitted behind a line running through the rear wall of the home and extending to each side lot line. Barbed wire and field fence are prohibited.

9. Each lot upon which a home is constructed shall have a mail and newspaper receptacle of a size, design and location approved by the Architectural Control Committee.

10. Any culverts, erosion control protection, or related construction necessitated by construction on any lot shall be the responsibility of the lot owner.

### ARTICLE III

#### APPROVAL OF PLANS

1. No building, fence, wall or other structure shall be erected, nor shall any addition thereto, or change or alteration therein be made, until plans and specifications, color scheme, plot plan and grading plan, and such additional information as may reasonably be requested, have been submitted to and approved in writing by the Architectural Control Committee.

2. The Architectural Control Committee may take into consideration the suitability of the proposed building, or other structure, and building materials of which it is to be built, to the site on which it is proposed. The harmony thereof with the surroundings and the effect of the building, or other structure as planned, on the view from adjacent or neighboring property. The Architectural Control Committee may also, in making its decision, consider purely aesthetic matters that in the sole opinion of the Architectural Control Committee will affect the desirability or suitability of the construction. The Architectural Control Committee will not be limited to the specific restrictions and requirements of any Article in this Declaration in making its decision.

3. The Architectural Control Committee shall consist of not less than two nor more than five persons. The initial Architectural Control Committee shall consist of two members who shall be Joseph C. Cauthen, III and Joseph C. Cauthen, IV. The determination as to number of members (from two to five), selection of members and replacement of members shall be at the sole discretion of the Homeowners' Association as it may determine from time to time.

4. Upon submission of two sets of plans, the Architectural Control Committee shall have thirty (30) days within which to approve the plans, deny the plans with specific explanation as to the reason for denial, or request further information consistent with the requirements of these covenants, conditions and restrictions. Upon approval, one set of plans shall be marked "Approved" and returned to the owner; the other copy shall be retained by the Architectural Control Committee.

5. The Architectural Control Committee may establish procedures for the review of applications, and impose a reasonable fee to be paid by the applicant. The Architectural Control

applications, and impose a reasonable fee to be paid by the applicant. The Architectural Control Committee also may require an applicant to post a security deposit to ensure that all work is performed only in accordance with approved plans. The Architectural Control Committee may retain the security deposit until all work has been completed in accordance with the approved plans.

6. If any construction or modification is undertaken that has not been approved or that deviates substantially from the approved plans, the Architectural Control Committee may bring an action for specific performance, declaratory decree, or injunction, and will be entitled to recover all costs of such action including attorneys fees at trial or on appeal. Any such action also shall determine entitlement to any retained security deposit. The failure to strictly enforce these provisions as to a particular violation or violations will not be deemed a waiver to enforce these provisions as to future or continuing violations.

#### ARTICLE IV

##### ANIMALS

1. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot except as specifically permitted in this Article.

2. Household pets are permitted, provided such pets are reasonable in number and do not constitute a nuisance to other Lot owners.

#### ARTICLE V

##### SIGNS AND MISCELLANEOUS PROVISIONS

1. The Declarant may use such signs as it deems necessary in the initial marketing of Lots for sale. When all of the original Lots have been sold, this provision shall be deemed canceled.

2. One (1) sign may be permitted to identify the owners, and/or occupants of each Lot. One (1) sign of not more than three (3) square feet may be permitted to advertise bona fide sale of the property. Each sign shall be approved by the Architectural Control Committee.

3. No tank for the storage of oil, or other fluids (excluding LP gas) may be maintained on, or under, any Lot without the consent of the Architectural Control Committee.

4. No trash or other refuse shall be dumped, or permitted to remain on any Lot.

5. No junk or inoperative or unlicensed motor vehicle, shall be permitted on any Lot unless it is kept in a fully enclosed garage.

6. No repairs or restoration of any motor vehicle, boat, camper, trailer or other vehicle shall be permitted on any Lot in Edgemoor unless such repairs are conducted in an enclosed garage, nor shall any truck or van larger than one ton capacity be parked, stored or kept on any Lot except in an enclosed garage.

7. Motor homes, utility trailers, all terrain vehicles and trailered boats are permitted if stored in the back yard of the residence and not within any setback, provided they are screened from the view of any city street and located on a pad constructed of asphalt, concrete or similar material

the view of any city street and located on a pad constructed of asphalt, concrete or similar material approved by the architectural control committee.

8. The storage of any materials or vehicles on a lot without a residential dwelling (except for materials related to the on-site construction of a home or improvement permitted by the architectural control committee) is prohibited.

9. All buildings, fences and structures shall be regularly maintained. Any building, fence or structure damaged or destroyed shall be removed, repaired or replaced within ninety (90) days. After ninety (90) days, the Homeowners' Association may effect removal or repair and charge all costs thereof as an individual lot assessment.

10. No satellite dish, tool shed, storage building or animal enclosure shall be permitted closer to any Lot line than the applicable setback and no closer to the front Lot line than the rear of the dwelling. Any satellite dish placed on the Lot in the above manner, may not be any larger than two (2) feet in diameter. No antenna is permitted on any Lot.

11. A home office activity, generating no additional traffic, and not discernible from the outside of the building shall be permitted. Except as specifically permitted in this paragraph, no business, commercial or industrial activities shall be permitted on any Lot.

12. No trailer, tent, garage, or other outbuilding shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

13. No land or structure shall be used or occupied injuriously to impair the use, occupation or value of the adjacent premises for residential purposes and the neighborhood wherein the premises are situated.

14. All Lots and structures shall be kept in a good state of maintenance, repair and appearance. After thirty (30) days written notice to the owner specifying deficiencies of maintenance, repair and/or appearance, if the owner shall fail to take full corrective action, the Homeowners' Association may take the required corrective action and charge all of the costs thereof as an individual lot assessment.

15. No hunting or discharge of firearms is permitted within Edgemoor.

16. No tree shall be cut down which is larger than eight inches in diameter (measured two feet above ground level) without the written approval of the Architectural Control Committee, except that Architectural Control Committee consent shall not be required for removal of trees within 20 feet of a proposed residential dwelling's footprint, provided such removal occurs as a part of the construction process.

#### ARTICLE VI

#### HOMEOWNERS' ASSOCIATION

1. The Declarant has formed Edgemoor Homeowners Association, Inc., a not for profit Florida Corporation (herein referred to as Homeowners' Association) for the purposes of:

(a) maintaining drainage rights of way dedicated to the public, including roadside swales; and

swales; and

(b) providing utilities and maintaining the front entrance sign and fence located on Lot 1 of Edgemoor; and

(c) providing such insurance as may be necessary in the opinion of the Homeowners' Association; and

(d) enforcing this Declaration of Covenants, Conditions and Restrictions of Edgemoor; and

(e) conducting any other activity authorized by the Articles of Incorporation of Edgemoor Homeowners' Association, Inc., a Florida not for profit corporation.

2. Each Lot owner shall be a member of the Homeowners Association. Membership shall be appurtenant to and may not be separated from ownership of any lot.

3. Declarant, and/or its successors in interest shall have full right and authority to elect and/or remove all directors of the Homeowners' Association until Declarant relinquishes that right or ceases to be an owner of one or more lots. The Homeowners' Association shall have one class of voting membership and each member shall be entitled to one (1) vote for each lot owned by that member. If the owner owns a fractional interest in a lot, the member shall have a fractional vote proportional to the ownership interest. The Declarant shall be the only voting member of the Homeowners' Association until such time as Declarant relinquishes that right or owns no lots; thereafter, each lot owner shall be a voting member in the manner as set forth above.

## ARTICLE VII

### COVENANTS TO PAY ASSESSMENTS

The cost of fulfilling the Homeowners' Association's financial obligations is divided equitably among the members by means of Assessments. To ensure that the Homeowners' Association has a reliable source of funds and to protect those members who contribute their equitable share, assessments are mandatory and are secured both by a lien on the lots and the member's personal obligation.

1. Each lot owner, by acceptance of the deed of conveyance of the lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Homeowners' Association the following (to be known collectively as "Assessments"):

a. A general assessment for expenses included in the budget of the Homeowners' Association, and

b. Special assessments for the purposes provided in this Declaration, and

c. Individual lot assessments or any charges particular to that Lot.

2. General Assessment.

a. The Board of Directors shall annually set the amount of general assessment, the date or dates the general assessment will be due, and may provide for payment in monthly,

the date or dates the general assessment will be due, and may provide for payment in monthly, quarterly, semi-annual or annual installments.

b. All general assessments shall be fixed at the same rate for each lot.

3. Special Assessment. In addition to the general assessment, the Board of Directors of the Homeowners' Association may levy, in any fiscal year, a Special Assessment applicable as follows:

a. To pay for construction or reconstruction of any capital improvement for which the Homeowners' Association is responsible.

b. By a two thirds vote the Board of Directors of the Homeowners' Association may impose a special assessment for any unusual or emergency maintenance or repair or other expense that this Declaration requires the Homeowners' Association to pay (including after depletion of reserves, any unexpected expenditures not provided by the budget, or unanticipated increases in the amount budgeted by the Homeowners' Association).

c. All special assessments shall be fixed at the same rate for each lot.

4. Individual Lot Assessments. The Homeowners' Association may levy at any time an individual lot assessment against a particular lot for the purpose of defraying, in whole or in part, the cost of any special service to that lot or any other charges designated in this Declaration as an individual lot assessment. An individual lot assessment may be levied on account of any legal expenses (at trial or on appeal) and costs incurred by the Homeowners' Association in enforcing this Declaration or in enforcing any other Declaration the Homeowners' Association is authorized to enforce.

5. Interest on Delinquent Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum legal rate.

6. The effect of non-payment of assessment; Remedies.

a. Personal Obligation. All assessments together with any late fees, interest, and costs of collection when delinquent, including reasonable attorney's fees (at trial or on appeal) whether or not a law 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 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 also shall be a continuing lien on the lot against which the Assessment Charge is made, which lien is effective upon recording a claim of lien, that relating back to and having the priority of the date of this Declaration. This lien in favor of the Homeowners' Association will secure the Assessment Charge that is then due and that may accrue subsequent to the recording of the claim of lien and before entry of final judgment of foreclosure. The lien in favor of the Assessment Charge is subject to the subordination provisions of paragraph 5d.

c. Lawsuit for Payment; Foreclosure of Lien. The Homeowners' Association may bring an action at law against the owner personally obligated to pay the Assessment Charge, or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both. The

Homeowners' Association, acting on behalf of the other lot 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. Subordination of the Lien to Mortgages. The lien of the Assessment Charge will be inferior to the first mortgage lien of any mortgage. Sale or transfer of any lot pursuant to foreclosure of such a mortgage, including a deed in lieu of foreclosure, shall extinguish the lien as to payments that became due before the sale or transfer. The transferees of such lot shall be liable for any assessments coming due after the sale or transfer.

e. Other Remedies. The Homeowners' Association may assess fines and suspend voting rights of an Owner for any period during which any assessment against the Owner's lot remains unpaid, but only as permitted by law.

7. Certificate of Payment. The treasurer of the Homeowners' Association, upon request of any owner, shall furnish a certificate signed by a treasurer or a member of the Board of Directors stating whether any assessments are owed by that owner. The Board of Directors may establish a reasonable fee for such certificate. Such certificate shall be conclusive evidence of payment of an assessment through the date of the certificate.

#### ARTICLE VIII

##### AMENDMENT AND VARIANCE

1. For a period of ten (10) years from the date of recordation of this declaration, Declarant may from time to time amend this declaration, provided that no amendment shall:

- a. Permit homes other than site built homes, or
- b. Impair the issuance of a first mortgage of a Florida endorsement form 9 for title insurance purposes with regard to any Lot, or
- c. Repeal or modify in any way the provisions of Articles VI and VII without the express written consent of the Suwannee River Water Management District.

2. The Architectural Control Committee may issue variances provided such variances do not permit a type of home or use that is specifically prohibited herein.

#### ARTICLE IX

##### DURATION AND AMENDMENT

1. All of the covenants, conditions and restrictions set forth herein shall continue and be binding on the parties and their successors and assigns, for a period of twenty-five (25) years from the date this instrument is filed for recording in the County of Alachua, State of Florida, and shall automatically be extended thereafter for successive periods of ten (10) years.

2. Except as to Articles VI and VII the owners of legal title to not less than two thirds of the total number of lots subject to this Declaration may release all of the lots hereby restricted

from any one or more of the restrictions and covenants, and may release any lot shown on the plat from any restriction or covenant created by deed from the parties within six (6) months of the end of the first twenty-five (25) year period, or within six (6) months of the end of any successive ten (10) year period thereafter. Owners of not less than two thirds of the total number of lots subject to this Declaration may change these restrictions (except for Articles VI and VII) in whole or in part, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record, in the manner then required for recording of land instruments.

3. With regard to the release or amendment of the provisions of Article VI and/or VII of these restrictions, in addition to the requirements set forth in paragraph 2 above, all property, interest in property, whether real, personal or mixed, which is directly or indirectly related to the surface management system, including but without limitation all lakes, ditches, canals, retention or detention areas, drainage or other subsurface management works and preservation or conservation areas, wetlands and wetland mitigation areas which are owned by the Homeowners' 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 another 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.

#### ARTICLEIX

#### RIGHT TO ENFORCE

The restrictions set forth herein shall run with the land and bind the parties and their successors and assigns, and all parties claiming by, through, or under the parties, shall be taken to hold, agree and covenant with the parties, their successors and assigns, and with each of them, to conform to and observe the restrictions as to use of the Lots and the construction of improvements thereon, but no restrictions herein shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his or her, or their seizing of title of the land, and any owner or lien holder of any of the above land shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of the restrictions, in addition to ordinary legal actions for damages, and failure of the parties, or owner, or owners, of any other Lot, or Lots, shown on this plat to enforce any of these restrictions herein set forth at the time of its violation shall in no event, be deemed to be a waiver of a right to do so thereafter.

In any action brought to enforce this declaration, the prevailing party shall be entitled to recover its reasonable court costs and attorneys fees, including court costs and attorneys fees on appeal, from the non-prevailing party.

#### ARTICLEX

#### ANNEXATION OF ADDITIONAL PROPERTY

1. Unless waived by recorded instrument, Declarant will have the right, but not the obligation, from time to time in its sole discretion, to annex any property to Edgemoor, if such property is adjacent to or abuts any property shown on the Plat. In determining whether the



property is adjacent to or abuts any property shown on the Plat. In determining whether the property to be annexed is adjacent to or abuts the property shown on the Plat, Declarant may disregard any roads that are situated between the property shown on the Plat and the property to be annexed.

2. Declarant shall record a Supplemental Declaration in the Public Records. The Supplemental Declaration shall be executed by Declarant. 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 additional or different covenants, conditions, or restrictions to reflect the different character of the property being annexed. Declarant 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 the owners of the property being annexed from equitably sharing in common expenses. Upon recording the Supplemental Declaration, the annexed property will become part of Edgemoor.

ARTICLE XI

PARTIAL INVALIDATION

Invalidation of any one (1) of these covenants or restrictions, by judgment or court order, shall in no way affect any of the other provisions which shall remain in full force and effect.

EXECUTED on this 5<sup>th</sup> day of July, 2001.

Signed, sealed and delivered  
in our presence as witnesses:

Carol A. Russell  
Witness

Kurtis Robert  
Witness

Carol A. Russell  
Witness

Kurtis Robert  
Witness

EDGEMOOR LLC  
Joseph C. Cauthen IV  
Joseph C. Cauthen IV, Managing Member

Joseph C. Cauthen III  
Joseph C. Cauthen III, Managing Member

STATE OF FLORIDA )  
COUNTY OF ALACHUA )

Sworn to and subscribed before me this 5<sup>th</sup> day of July, 2001, by Joseph C. Cauthen IV and Joseph C. Cauthen III, who are personally known to me or produced a valid Florida drivers license as identification.

Hazel R Pearce  
Signature of Notary



HAZEL R. PEARCE  
COMMISSION # CC 702248  
EXPIRES DEC 15, 2001  
LONGER TERM

(SEAL)

**SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS  
AND RESTRICTIONS**

**OF**

**EDGEMOOR**

EDGEMOOR, LLC, a Florida Limited Liability Company, called "DECLARANT", is the owner and holder of all of that certain real property located in Alachua County, Florida, and described as follows:

Lots 57 through 104 of Edgemoor, a subdivision as per plat thereof recorded in Plat Book 24, Pages 2 and 3, of the Public Records of Alachua County, Florida, lying in the West 1/2 of the Southeast 1/4 of Section 12, Township 8 South, Range 17 East, Alachua County, Florida.

Subject property is adjacent to and abuts Lots 1 through 56 of Edgemoor, a subdivision as per plat thereof recorded in Plat Book 22, Pages 90, 91 and 92 of the Public Records of Alachua County, Florida. Lots 1 through 56 of Edgemoor are subject to Declaration of Covenants, Conditions and Restrictions of Edgemoor recorded in Official Records Book 2374, Page 609 of the Public Records of Alachua County, Florida. Pursuant to Article X, Annexation of Additional Property, Declarant hereby annexes the above described subject property to Edgemoor.

Therefore, for the purpose of enhancing and protecting the value, attractiveness and desirability of the above subject property, Declarant states that all of the real property described above, and each part thereof shall be held, sold, and conveyed only subject to the Declaration of Covenants, Conditions and Restrictions of Edgemoor recorded in Official Records Book 2374, Page 609 of the Public Records of Alachua County, Florida, which shall constitute covenants with the land and shall be binding on all parties having any right, title or interest in the above described property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Each article of the Declaration of Covenants, Conditions and Restrictions of Edgemoor shall apply to each lot and all of the above subject property in the same manner and to the same extent that those Declarations of Covenants, Conditions and Restrictions apply to Lots 1 through 56 of Edgemoor, a subdivision as per plat recorded in Plat Book 22 at Pages 90, 91 and 92 of the Public Records of Alachua County, Florida.

EXECUTED on this 17<sup>th</sup> day of MARCH, 2002.

Signed, sealed and delivered  
in our presence as witnesses:

Vickie A. Bissell  
Witness

Kenneth R. Stuebe  
Witness

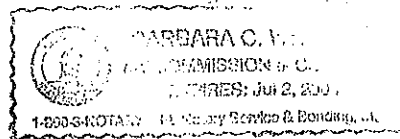
EDGEMOOR LLC

Joseph C. Cauthen IV  
Joseph C. Cauthen IV, Managing Member

STATE OF FLORIDA )  
COUNTY OF ALACHUA )

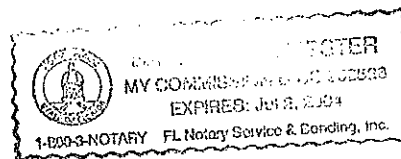
Sworn to and subscribed before me this 17 day of March, 2003, by Joseph C. Cauthen IV who is personally known to me or produced a valid Florida drivers license as identification.

Barbara C. Webster  
Signature of Notary

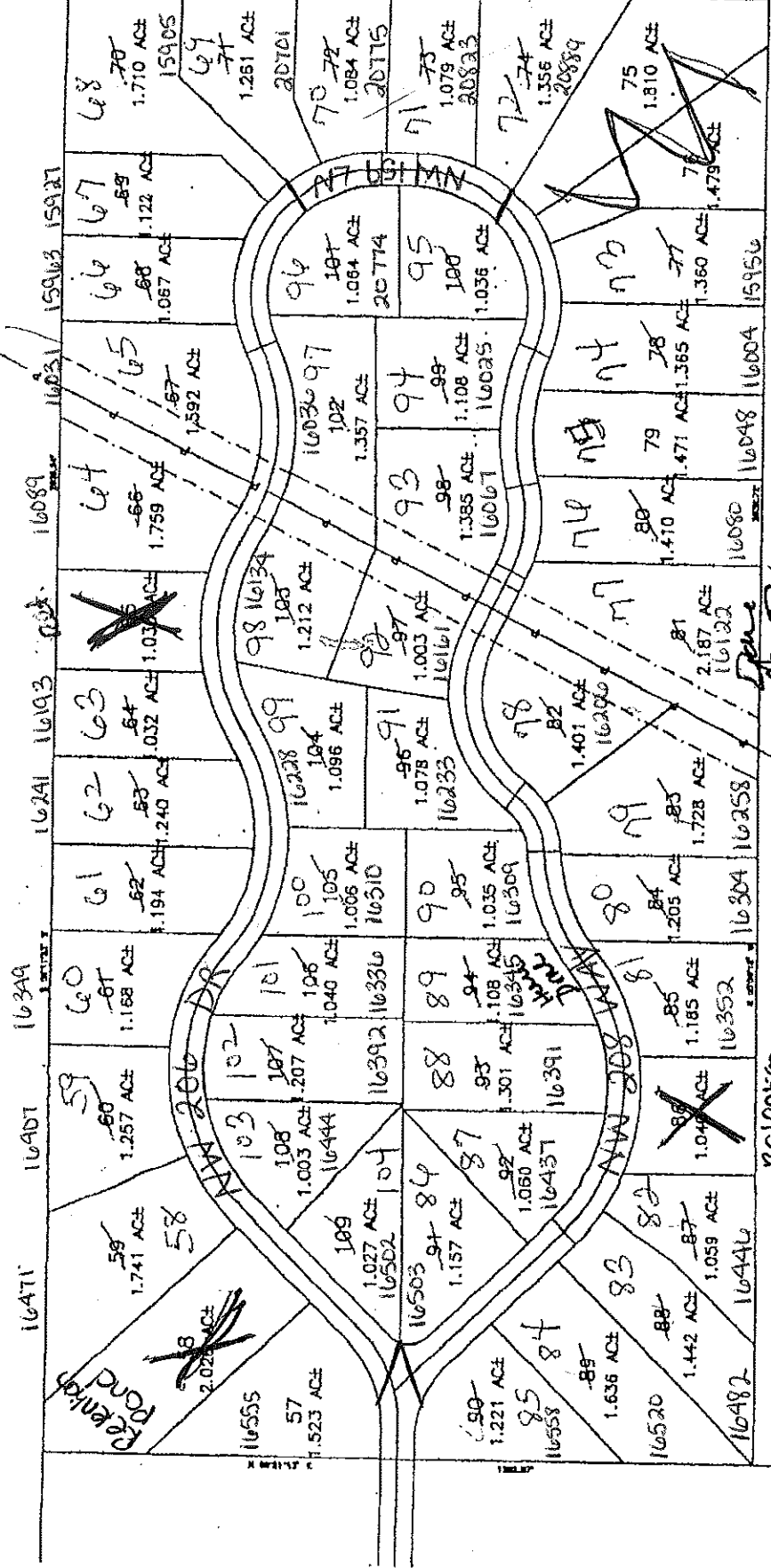


(SEAL)

6025



EDGE MOOR - FIRST ADDITION  
 SITUATED IN  
 SECTION 12, TOWNSHIP 8 SOUTH, RANGE 17 EAST  
 CITY OF HIGH SPRINGS  
 ALACHUA COUNTY, FLORIDA



ALACHUA COUNTY LAND SURVEYING, INC.  
 PROFESSIONAL LAND SURVEYORS  
 4444 S.E. 24th Avenue, Suite 10  
 Gainesville, Florida 32608  
 Phone: 352-336-2100



**BYLAWS  
OF  
EDGEMOOR HOMEOWNERS' ASSOCIATION, INC.,  
A NOT FOR PROFIT CORPORATION**

The undersigned, acting as incorporators of the corporation pursuant to Ch. 617, Florida Statutes, adopt the following Articles of Incorporation:

**ARTICLE I  
NAME AND DURATION**

Section 1. Name. The name of the corporation shall be EDGEMOOR HOMEOWNERS' ASSOCIATION, INC., a not for profit corporation.

Section 2. The existence of the association shall commence upon the filing of these Articles and extend in perpetuity.

**ARTICLE II  
OFFICES**

The principal offices of the corporation in the state of Florida shall be located at 8803 SW 61st Avenue, Gainesville, Florida 32608. The corporation may have such other offices, either within or without the State of Florida, as the Board of Directors may designate or as the business of the corporation may require from time to time.

**ARTICLE III  
APPLICATION OF BYLAWS**

Section 1. Bylaws Applicability. The provisions of these bylaws are applicable to Edgemoor, a platted subdivision located in Alachua County, Florida, and more particularly described as follows:

Lots 1 through 60 of Edgemoor, a subdivision as per plat thereof recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_ of the Public Records of Alachua County, Florida.

Section 2. Personal Application. All present or future owners, tenants, future tenants or their employees, or other person who might use the facilities of Edgemoor are subject to the regulations set forth in these bylaws, the Articles of Incorporation of Edgemoor Homeowners' Association, Inc., and the Declaration of Covenants, Conditions and Restrictions of Edgemoor as recorded in the Public Records of Alachua County, Florida, in connection therewith. The mere acquisition of any lot or rental of any lot or the mere act of occupancy of any lot will signify that these bylaws and the provisions and regulations of the Articles of Incorporation and the Declaration of Covenants, Conditions and Restrictions of Edgemoor are accepted, ratified, and will be complied with.

#### ARTICLE IV VOTING

Section 1. Membership. Every owner of a lot shall be a member of the Edgemoor Homeowners' Association, Inc., membership shall be appurtenant to and may not be separated from the ownership of any lot. The Association shall have one class of voting membership and all lot owners 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 each lot shall be exercised as the joint owners determine, but in no event shall more than one vote be cast with respect to any lot.

Section 2. Majority of Owners. As used by these bylaws, the term "majority of owners" shall mean those owners holding more than 50% of the votes.

Section 3. Quorum. Except as otherwise provided in these bylaws, the presence in person or by proxy of twenty-five percent (25%) of owners, as defined in Section 2 of this Article, shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary/Treasurer before the appointed time of each meeting.

#### ARTICLE V ADMINISTRATION

Section 1. Initial Control by Developer. Notwithstanding any other provisions contained in these bylaws to the contrary, Edgemoor, L.L.C., or its successors in interest herein referred to as "Developer" shall have the full right and authority to elect and/or remove all directors until Developer relinquishes that right or ceases to be the owner of one or more lots. The Developer prior to relinquishing control of the Association or otherwise allowing control of the directors to transfer to the lot owners of the Association, shall provide at least thirty (30) days written notice to the Suwannee River Water Management District that all terms and conditions placed upon Developer by permits or authorizations from the Suwannee River Water Management District have been satisfied in full and that transfers proposed to occur on a specific date.

Section 2. Association Responsibility. The owners of the lots, being all of the members of this non-profit corporation, shall constitute Edgemoor Homeowners' Association, Inc. (hereinafter referred to as the "Association"), who will have responsibility of administering the duties of the Association, approving the annual budget, establishing and collecting assessments and arranging management of the project as prescribed by the Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions, rules and regulations, and these bylaws.

Section 3. Decision Making. Except as otherwise provided, decisions and resolutions of the Association shall require the approval of a majority of the owners represented at a meeting at which a quorum is present.

Section 4. Place of Meeting. Meetings of this Association shall be held at a suitable place.

convenient to the owners as may be designated by the Board of Directors.

**Section 5. Annual Meetings.** The annual meetings of the Association shall be held on the fifth day of May of each year. At such meetings, there shall be elected by ballot of the Association, a board of directors. The Association may also transact such other business as may properly come before them.

**Section 6. Special Meeting.** It shall be the duty of the President to call a special meeting of the owners as directed by a resolution of the Board of Directors or upon a petition signed by a majority of the owners and having been presented to the Secretary/Treasurer. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice, unless by consent of a 3/4 majority of the votes present, either in person or by proxy.

**Section 7. Notice of Meetings.** It shall be the duty of the Secretary/Treasurer to mail a notice of each annual or special meeting stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least fifteen (15) days, but not more than sixty (60) days prior to such meetings. The mailing of a notice in the manner provided in this section shall be considered notice served.

**Section 8. Adjourned Meetings.** If any meeting of the owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not more than seven (7) days from the time the original meeting was called.

**Section 9. Minutes.** Minutes of all meetings of the Association shall be kept in a business like manner and available for inspection by Association members at reasonable times.

## ARTICLE VI BOARD OF DIRECTORS

**Section 1. Election, Number and Qualification.** The affairs of the Association shall be governed by a Board of Directors composed of not less than three members. During the period of initial control by the developer (see Article V of the Articles of Incorporation) a board member is not required to be a member of the Association; thereafter, each board member shall be a member of the Association. Following the period of initial developer control, the Board of Directors shall be elected at each annual meeting of the owners.

**Section 2. Powers and Duties.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these bylaws or Articles of Incorporation directed to be exercised and done directly by the Association.

**Section 3. Other Duties.** In addition to the duties imposed by these bylaws, Articles of Incorporation or by resolution of the Association, the Board of Directors shall be responsible for the following:

- a. Collection of assessments from the owners.
- b. Such other duties and functions as provided in the Articles of Incorporation and the



Declaration of Covenants, Conditions and Restrictions of Edgemoor.

Section 4. Vacancies. Vacancies on the Board of Directors caused by a reason other than the removal of a director by a majority vote shall be filled by vote of the remaining Board, even though they may constitute less than a quorum, and each person elected shall be a director until a successor is elected at the next annual meeting of the Association.

Section 5. Removal of Directors. At any regular or special meeting of the members of the Association, any one or more of the directors may be removed, with or without cause, by a majority vote and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

Section 6. Regular Annual Meeting. The regular annual meeting of the Board of Directors shall be held immediately following the annual meeting of the Association on the fifth day of May of each year, and no notice shall be necessary to the elected Board in order to legally constitute such meeting, provided a majority of the entire Board shall be present.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the President on three days notice to each Director, given personally or by mail, telephone, or by telegraph, which notice shall state the meeting place, time (as herein above provided) and the purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary/Treasurer in like manner and on like notice upon the request of at least two Directors.

Section 8. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance of a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all of the Directors are present of any meeting of the Board, no notice shall be required and all business may be transacted at such meeting.

Section 9. Board of Directors Quorum. At all meetings of the Board of Directors, a majority of the Board of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors.

Section 10. Minutes. Minutes of all meetings of the Board of Directors shall be kept in a business like manner and shall be available for inspection by members of the Board at all reasonable times.

**ARTICLE VII  
OFFICERS**

Section 1. Designation. The principle officers of the Association shall be a president and a secretary/treasurer, each of whom shall be elected by the Board of Directors at the annual meeting of each new Board, and shall hold office at the pleasure of the Board.

Section 2. Removal of Officers. Upon an affirmative vote of a majority of the Board of Directors any officer may be removed, with or without cause, and his or her successor elected at any

regular meeting of the Board of Directors or any special meeting of the Board called for such purpose.

Section 3. President. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors. He or she shall have all of the general powers and duties which are usually vested in the office of the president of an association, including, but not limited to, the power to appoint committees from the owners from time to time as he or she may, in his or her discretion, decide as appropriate to assist in the conduct of the affairs of the Association.

Section 4. Secretary/Treasurer. The Secretary/Treasurer shall keep the minutes of the meetings of the Association; he or she shall have charge of such books and papers as the Board of Directors may direct, and he or she shall, in general, perform all the duties incident to the office of Secretary. The Secretary/Treasurer shall also have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate receipts and disbursements in books belonging to the Association. He or she shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may, from time to time, be designated by the Board of Directors.

**ARTICLE VIII  
OBLIGATIONS OF MEMBERS**

Section 1. Assessments. All Association members are obligated to pay assessments imposed by the Association to meet such expenses as are more specifically described in the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF EDGEWOOD.

Section 2. Maintenance and Repair. Each owner on a prorata basis shall reimburse the Association for any expenditures incurred in repairing or replacing any common area or facility through the fault or negligence of the owner or his or her employees or patrons.

**ARTICLE IX  
AMENDMENTS TO BYLAWS**

These bylaws may be altered, amended or repealed by a resolution of the Board of Directors. Amendments to the bylaws which directly or indirectly impact operation and maintenance of the subsurface management system, including without limitation, all lakes, ditches, canals, retention or detention areas, drainage or other subsurface management works and preservation or conservation areas, wetland 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 bylaws which does 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 amendment shall be forwarded to the Suwannee River Water Management District within thirty days of approval.

**ARTICLE X  
COMPLIANCE**

In the event any of these bylaws conflict with the Articles of Incorporation or DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF EDGEMOOR, it is hereby agreed and accepted that such provisions of the foregoing documents shall control.

IN WITNESS WHEREOF, the undersigned officer of said corporation has hereunto set his hand and seal this 5<sup>th</sup> day of July, 2000.

Signed, sealed and delivered in the presence of:

Joseph C. Cauthon III  
Secretary/Treasurer

Revised 6/19/01