

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
MENTONE CLUSTER DEVELOPMENT, PHASE I**

THIS DECLARATION, made on this 14 day of May, 1996, by CARET CORPORATION, a Florida corporation, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Alachua County, Florida which Declarant intends to develop into a platted single family residential subdivision to be referred to as the MENTONE CLUSTER DEVELOPMENT, and

WHEREAS, Declarant is the owner of certain property in Alachua County, Florida, which has been plated as "MENTONE CLUSTER DEVELOPMENT, PHASE I" according to the plat thereof recorded in Plat Book S, Pages 82 and 83 of the Public Records of Alachua County, Florida, which is a part of the MENTONE CLUSTER DEVELOPMENT,

NOW, THEREFORE, Declarant hereby declares that all of the property described as Mentone Cluster Development, Phase I shall be held, sold and conveyed subject to the easements, restrictions and matters shown on the aforesaid plat and the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

"Association" shall mean and refer to MENTONE COMMUNITY ASSOCIATION, INC., a non-profit corporation organized under the laws of the State of Florida.

"Properties" shall mean and refer to the real property subject to this declaration and such additional properties in the MENTONE CLUSTER DEVELOPMENT as may become subject to this Declaration in the future.

"Owner" shall mean the record title holder of a platted lot as shown on the plat of MENTONE CLUSTER DEVELOPMENT PHASE I or subsequent phase or other portion of the MENTONE CLUSTER DEVELOPMENT which is subject to this Declaration.

"MENTONE" shall mean and refer to the MENTONE CLUSTER DEVELOPMENT, PHASE I, and to all subsequent phases of the MENTONE CLUSTER DEVELOPMENT which may be platted by Declarant in the future.

"The Development" shall mean and refer to the MENTONE CLUSTER DEVELOPMENT which consists of a total planned development, by platting in Phases, of a total of approximately three hundred forty four (344) lots.

"Lot" shall mean any of the numbered platted lots of MENTONE CLUSTER DEVELOPMENT PHASE I, or any subsequent phase thereof, which becomes subject to this Declaration.

"Declarant" and "Developer" shall mean and refer to Caret Corporation or its successors or assigns.

"Common Open Space" shall mean that open land area designated on the recorded plat as "Common Open Space", or such similar area, on the plat of MENTONE CLUSTER DEVELOPMENT PHASE I, or the plat of any subsequent phases of MENTONE CLUSTER DEVELOPMENT which is submitted to this Declaration.

ARTICLE II
GENERAL PLAN OF DEVELOPMENT AND MAINTENANCE

Section 1. ESTABLISHMENT OF COMMON IMPROVEMENTS:

The Developer intends to landscape and/or otherwise beautify the public right of way at the entrances to MENTONE CLUSTER DEVELOPMENT and at other sites such as traffic circles within The Development of each Phase of The Development. Improvements within the Common Open Space shall be done by the Association, except for those Improvements which the Developer is committed to construct in writing recorded in the Public Records of Alachua County, Florida, prior to the sale of lots in The Development.

Section 2. MAINTENANCE OF COMMON IMPROVEMENT AND STORMWATER MANAGEMENT SYSTEM:

The Association shall maintain all landscaping and improvements which are not otherwise accepted for maintenance by Alachua County under applicable law.

The Association will be responsible for the operation and maintenance of the stormwater management system.

Section 3. OWNERSHIP AND MAINTENANCE OF COMMON OPEN SPACE:

The Association shall own and maintain the Common Open Space. The Association shall be responsible for construction of all improvements in the Common Open Space, except those Improvements which the Developer is committed to construct in writing recorded in the Public Records of Alachua County, Florida, prior to the sale of lots in The Development. The Common Open Space cannot be mortgaged or conveyed without the consent of at least two thirds ($\frac{2}{3}$) of the lot owners, excluding the Developer.

Section 4. INSURANCE

The Association may acquire such insurance coverage as the Association determines desirable, and shall maintain such insurance as may be required from time to time by applicable law.

ARTICLE III
ASSOCIATION FUNCTION, MEMBERSHIP, VOTING

Section 1: *NON-PROFIT CORPORATION*

MENTONE COMMUNITY ASSOCIATION, INC., (the Association) is a non-profit Florida corporation organized for the purpose of promoting the health, safety and welfare of the Owners of the Properties, subject to this Declaration, and promoting the value of the Properties. The Association shall hold title to all non-governmentally owned Common Open Space and all improvements constructed for the use and benefit of the Owners of the Properties subject to this declaration who shall be members of the Association. The Association shall establish a budget, make and collect assessments, and take such further action as may be required to further the purposes of the Association for the use and benefit of the Owners and Declarant. The Association shall not be dissolved without the consent of the Board of Alachua County Commissions or its successor political entity.

Section 2: *MEMBERSHIP:*

Every person or entity, who owns the fee simple title to a Lot, subject to this Declaration, shall be a member of the Association upon recording a deed of conveyance in such Lot among the public records of Alachua County, Florida. A Lot Owner's membership in the Association shall terminate upon transfer of the fee simple title to such lot, whether by deed, operation of law, or otherwise. Membership of Declarant shall terminate upon the sale of all of the Lots in the Development.

Section 3. *VOTING RIGHTS:*

All voting rights in the Association shall be held by the Declarant, its successors or assigns, until the first to occur of the following events, at which time voting rights shall inure to every member owning a Lot subject to assessment under this Declaration on the basis of one vote per Lot, to-wit:

1. Upon the sale of seventy five percent (75%) of the lots in the Development; or
2. Upon voluntary transfer of voting rights by Declarant.

During this period in which the Declarant shall have the exclusive voting rights in the Association, an advisory committee of Owners, appointed by Declarant, shall be established to consult with and advise the Declarant on issues of importance to the Association.

Should more than one person or entity own a Lot, the vote for such Lot may be cast in any manner the owners determine, however, no more than one vote shall be cast per Lot. In case of multiple ownership of a Lot, a majority of the Owners of the Lot must designate in writing the person authorized to cast the vote for such Lot.

Section 4. *MANAGEMENT OF THE ASSOCIATION:*

Exclusive management of the Association shall be vested in the Declarant until voting rights inure to the members as set forth above. At such time as management of the Association is transferred from Declarant, management shall thereafter be vested in a Board of Directors which Board shall consist of no fewer than three (3) members nor more than nine (9) members, the exact number to be determined by majority vote of the members of the Association. The Declarant, during its period of management, and the Board of Directors upon being duly elected, shall manage all of the affairs, policies, regulations and property of the Association, and shall have the power to promulgate and enforce reasonable uniform rules and regulations for the general control, management and operation of the Association for the purposes set forth in this Declaration and in the charter and by-laws of the Association. During the time management of the Association is vested in Declarant, Declarant shall cause to be elected a Board of Directors, of not less than three (3) members and not more than nine (9) members, who may or may not be owners of a Lot. The Board of Directors shall elect such officers and authorize such persons to act on behalf of the Association as the Board of Directors may deem advisable. Action of a majority of the Board of Directors shall constitute action of the Board or the Association as may be applicable.

ARTICLE IV
ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS:

Each Owner of any Lot except for lots owned by Declarant on which no permanent residence has been constructed, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association regular assessments for general operations and reserves, and special assessments for improvements and extraordinary repairs. Such assessments shall be established and collected as hereinafter provided. The regular and special assessments, together with interest at the legal rate from the time due, costs, and reasonable attorney's fees required for collection, 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 at the legal rate from the time due, costs and reasonable attorneys' fees required for collection, shall also be the personal joint and several obligation of the Owner of the Lot assessed at the time when the assessment is made. Although not required to record a lien on a Lot since such assessment lien shall be a lien on such lot from the time of such assessment, the Association may give record notice of an assessment lien by recording a claim of lien, signed and verified by an officer or managing agent of the Association, in the Public Records of Alachua County, Florida, which lien shall state the description of the Lot, the name of the record Owner thereof at the time of the Assessment, the amount due and the date when due. The lien shall continue in effect until all sums secured by the lien have been fully paid. Upon full payment of the total amount due, the party making payment shall be entitled to receive a recordable satisfaction of such lien executed by an officer or managing agent of the Association. Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. No assessments shall be levied on any lot owned by Declarant unless a permanent residence has been constructed on such lot.

Section 2. *PURPOSE OF ASSESSMENTS:*

The assessments levied by the Association shall be used exclusively for payment of improvements, operating expenses, and maintenance of reserves for repair and replacement of improvements of the Association, including but not limited to management fees, salaries, legal and accounting fees, insurance, taxes, beautification, construction and maintenance of improvements, and landscaping within the access ways, streets, easement areas and Common Open Space; performance of the duties of the Association as set forth in this Declaration; and for such other things necessary or desirable to promote the recreation, health, safety, and welfare of the residents and the Owners of Lots subject to this Declaration. In the initial phase or phases of Mentone, during which the Association income is limited, the Declarant, if necessary, will advance the funds, as non-interest bearing loans, to pay the necessary operating costs of the Association. Any such loans will be repaid as an operating expense as cash flow will permit at the direction of the Board of Directors of the Association.

Section 3. *REGULAR ASSESSMENT:*

The Board of Directors of the Association shall determine the amount and manner of regular annual assessments by majority vote in advance for each fiscal year. The annual budget shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for insurance coverage, if any, operating expenses, maintenance expenses, repairs, utilities, replacement reserve, and reasonable operating reserve, and any other items which the Board of Directors deems proper. Failure of the Board of Directors to include any item in the annual budget shall not preclude the Board of Directors from levying an additional assessment in any fiscal year for which the budget has been projected. Likewise, any provision to the contrary herein notwithstanding, the Board of Directors may increase the amount of levy during any fiscal year after the budget has been adopted and the assessments have been made if the Board of Directors determines that additional monies will be required in order to fund and pay for any expense not included in the annual budget if such expense could have been properly included within the annual assessment. By majority vote of Owners present at a duly called meeting of the Association, the annual reserve for replacement and repairs of improvements may be waived for the current fiscal year. The Association will provide each lot owner, at least annually, a summary of the financial status of the Association, reflecting income and expenses since the

previous summary was issued. Any time the assessment is changed, each lot owner will be provided such a financial status summary.

During the period in which sole management of the Association is vested in the Declarant, the responsibilities set forth in this document for the Board of Directors may be carried out by the Declarant in consultation with an advisory committee of owners.

Section 4. *SPECIAL ASSESSMENTS:*

In addition to the regular assessments, the Board of Directors of the Association may levy in any fiscal year a special assessment on lots, other than lots owned by Declarant for which no permanent residence has been constructed, applicable to that year only, for the defraying, in whole or in part, the cost of any reconstruction or unexpected repair or replacement of improvements. Provided, however, that no such special assessment shall be levied when the amount thereof shall exceed one-half ($\frac{1}{2}$) of the current regular assessment except upon a majority vote of all Owners voting at a meeting duly called of all members of the Association.

Section 5. *RATE OF ASSESSMENT:*

The initial regular assessment rate will be fifteen dollars (\$15.00) per month, a level which cannot be increased until the swimming pool, recreational fields and park areas are developed. At that time the assessment may be increased to a maximum of twenty five dollars (\$25.00) per month to cover additional maintenance costs. This amount may not be increased by more than ten percent annually as long as the Declarant has responsibility for management of the Association. Assessments shall be due on the date established by the Board of Directors.

All annual and special assessments shall be levied by the Association in an equal amount for each Lot subject to assessment. Any Lot initially becoming subject to the annual assessment at any time other than January 1 of any year shall be subject to a prorated assessment equal to the prorated portion of the calendar year remaining after the first day of the first month after the Lot became subject to the assessment. Such prorated assessment shall be due within thirty (30) days after the date such Lot became subject to the initial annual assessment.

Section 6. PAYMENT OF ASSESSMENTS; COMMENCEMENT OF PAYMENT:

Annual assessments shall be paid in equal semi-annual increments, paid semi-annually in advance, on the first day of July and January of each year. A prorata portion of each annual assessment, payable in each semi-annual period, shall be due on the first day of the first month following issuance of a certificate of occupancy by appropriate governmental authority when a dwelling is constructed on such lot. The Association may amend the payment schedule of assessments in its discretion to a shorter or longer period, but no more often than monthly, nor no less often than annually. Special assessments shall be due and payable as provided in the Notice of Special Assessments.

Section 7. DELINQUENT ASSESSMENTS:

If any assessment is not paid on or before thirty (30) days after the date when due, then such amount due shall become delinquent and shall thereafter accrue interest thereon at the legal rate until paid. The costs of collection thereof, including reasonable attorney's fees, shall be a part of the continuing lien on the Lot until paid. If an assessment is not paid within thirty (30) days after the date when due, the Association shall have the right at any time thereafter to declare the entire balance of such assessment immediately due and payable, and the entire assessment shall bear interest from the date of delinquency at the rate aforesaid and the Association may record a claim of lien in accordance with the provisions of Article IV, Section 1. The personal obligation of the Owner of a Lot at the time of any assessment on such Lot to pay such assessment shall remain the personal obligation of such Owner for the statutory period, notwithstanding that title to the Lot may be transferred to another with the lien still remaining thereon. The Association may bring an action at law against the Owner personally obligated to pay the same. The Association may also foreclose the lien against the Lot in the manner and method provided in this Declaration. The Board of Directors shall have the authority to take such action as it deems necessary in order to collect the assessments, and it may settle and compromise the same if the Board of Directors determines such to be in the best interests of the Association.

Section 8. *CERTIFICATE OF PAYMENT:*

The Association shall, upon demand at any time, furnish to any Owner liable for any assessment, or to any person or entity directed by such Owner, a certificate in writing signed by an officer of the Association or person designated by the Board of Directors, setting forth the status of all assessments applicable to any Lot owned by such Owner. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. If such certificate is not provided to an Owner within thirty (30) days from delivery of written demand from the Owner, or Owner's agent, delivered to the Resident Agent for service of process of the Association or to an Officer of the Association, then all assessments, liens and charges which have previously become payable shall be presumed conclusively to have been paid.

Section 9. *SUBORDINATION OF THE LIEN TO MORTGAGES:*

The lien of the assessments provided for shall be junior and subordinate to the lien of any institutional mortgage (whenever used herein, the term "institutional mortgage" shall include mortgages held by banks, life insurance companies, savings and loan associations, mortgage companies, real estate investment trusts, and other similar lending institutions or mortgage brokers originating mortgages eligible for sale on the secondary market) now or hereafter placed upon any portion of the Properties subject to assessment. Sale or transfer of any Lot shall not affect the assessment lien. Provided, however, that upon the sale or transfer of title to a Lot pursuant to the foreclosure of an institutional mortgage, or any proceeding or conveyance in lieu of the foreclosure of such an institutional mortgage, the entity or person who acquires title to the Lot shall not be liable for the share of assessments which became due prior to such acquisition of title as a result of foreclosure. Such unpaid assessments shall continue to be a personal obligation of the Owner of the Lot at the time of assessment and such Owner's personal obligation to the Association shall not be affected by the subordination of the assessment lien provided herein. The entity or person acquiring title to the Lot at foreclosure, including the holder of the institutional mortgage, shall be fully responsible for all assessments which become due subsequent to the acquisition of the title to the Lot.

ARTICLE V
ASSOCIATION FEES

The Association may charge a reasonable fee to a Lot Owner to cover administrative costs when furnishing written statements of status of assessments; upon transfer of ownership of a Lot; or upon providing similar administrative services exclusively for the benefit of an Owner of an individual Lot.

ARTICLE VI
CONTRACTS FOR MAINTENANCE

The Association may enter into a contract with any firm, person, or corporation for the maintenance and repair of the landscaping and improvements in order to fulfill and complete its obligations and duties hereunder. In so doing, however, it shall not be relieved of the obligation to see that such repair and maintenance are accomplished.

ARTICLE VII
ARCHITECTURAL CONTROL

Section 1. *IMPROVEMENTS AND ALTERATIONS:*

Except for purposes of proper maintenance and repairs where exterior colors (including roofing) are not changed, or as otherwise provided in this Declaration, no lot clearing preparatory to construction and no construction of any building, fence, wall, mailbox or other improvement or structure shall be commenced, erected, placed, moved or maintained upon any Lot or any portion of property conveyed as an appurtenance to a Lot, nor shall any addition to or change or alteration to the exterior or the color thereof be made until sufficient plans and specifications, including landscaping plans and color schedules, shall have been submitted to the Architectural Control Committee, and unless such have been approved in writing as to harmony of external design, color, materials and location in relation to surrounding structures and topography, and conformity with the design concept for this residential community by the Architectural Control Committee. Such approval or rejection shall be given within thirty (30) days of submission of such plans to the Architectural Control Committee. Outbuildings or fences of any type may be denied or limited as to location if the Architectural Control Committee deems such to be inconsistent with the general appearance of the subdivision in any instance.

Section 2. ARCHITECTURAL CONTROL COMMITTEE:

The initial Architectural Control Committee shall be composed of Caret Corporation officers, who shall constitute the Architectural Control Committee until the initial Architectural Control Committee assigns and transfers its powers and obligations to a committee appointed by the Board of Directors of the Association. Thereafter, the committee, as appointed by the Board of Directors of the Association, or its designee, shall constitute the Architectural Control Committee.

Section 3. RULES AND REGULATIONS:

The Architectural Control Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary or appropriate.

Section 4. ENFORCEMENT; RIGHT TO REMOVE OR CORRECT VIOLATIONS:

In the event any lot clearing is commenced, or any building, fence, wall, mailbox or other improvement or structure shall be commenced, erected, moved or maintained (including change of color) upon any Lot, otherwise than in accordance with the provisions and requirements of this Declaration, then the same shall be considered to have been undertaken in violation of this Declaration, and, upon written notice from the Architectural Control Committee such building, fence, wall or other structure or improvement shall be promptly removed or the violation otherwise corrected. In the event the same is not removed, or the violation is not otherwise corrected, within thirty (30) days after notice of such violation has been delivered to the Owner of the Lot where such violation exists, then the Association, by and through its Board of Directors, shall have the right, through its agents and employees, to secure enforcement as provided in Article XII hereof. The Board of Directors of the Association, or its designee, shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot or improvements at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article, or any of the

other provisions or requirements of this Declaration, exist on such lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE VIII
OBLIGATIONS OF ASSOCIATION AND OWNERS:

Section 1: *OBLIGATIONS OF ASSOCIATION:*

The Association shall have the power and authority to perform all duties and obligations imposed upon the Association by the terms of this Declaration.

Section 2. *OBLIGATIONS OF OWNERS:*

Every Owner of an interest in a Lot shall (in addition to other obligations and duties set out herein):

1. Promptly pay all assessments levied by the Association.
2. Not permit or suffer anything to be done or kept on the Owner's Lot which will interfere with the rights of other Owners or annoy them by unreasonable noises or otherwise; nor shall an Owner commit or permit any nuisance, immoral or illegal act on such Owner's Lot.
3. Conform to and abide by the by-laws and rules and regulations of the Association.

ARTICLE IX
RESTRICTIVE COVENANTS

Section 1. *RESTRICTIVE COVENANTS:*

The following restrictive covenants shall apply to all of the Lots in "MENTONE CLUSTER DEVELOPMENT, PHASE I" and such additional portions of The Development which may be submitted by amendment to this Declaration, unless such restrictions are modified in whole or in part by the amendment submitting such additional property.

1. **Residential Use:** No parcel, part, portion, or subdivision lot of this property shall be used except for single family residential purposes. All Lot Owners are members of the Mentone Community Association, Inc.
2. **Size of Residence:** Each residence shall contain a minimum of thirteen hundred (1300) square feet of heated and air-conditioned floor space for living area, exclusive of garages or porches attached thereto. A two story house must have at least one thousand (1000) square feet of such floor space for living, exclusive of garage or porches, on the ground floor.
3. **Location:** No building shall be located on any Lot except within the setback and easement lines or accessory setbacks where applicable and so indicated on the recorded plat, except ground level swimming pools or patios if allowed by local ordinance and with Architectural Control Committee approval.
4. **Garages:** Each residential unit must be built with either a one or two car enclosed garage. Garage doors must be kept closed except when entering or leaving. Carports are prohibited. To convert a garage into a room, an owner must have Architectural Control Committee approval. There must be maintained paved parking space for two cars and landscaping planted in front of the former garage.
5. **Driveways:** All driveways and parking areas must be constructed of asphalt, concrete, interlocking pavers, or similar material approved by the Architectural Control Committee. Drives must be paved to the curb and shall be continuously paved in any area meant for driving or automobile storage. Each house must provide for off street paved parking for a minimum of two cars. No motor vehicle shall be parked, stored or otherwise left on any unpaved area.
6. **No Temporary Living Quarters:** No trailer, tent, shack, garage or other outbuildings erected on a Lot covered by these covenants 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.
7. **Front Yard Sodded:** Upon construction of a residence upon a Lot, the front yard from the front line of the building to the curb line shall be sodded except in areas where other landscaping has been approved by the Architectural Control Committee.

8. **Fences:** No fence shall be constructed unless first approved by the Architectural Control Committee, nor shall any fence, structure, hedge, or improvement of any kind (excluding driveways and walkways) be constructed so as to interfere with the use of the public utilities easements reserved on the recorded plat along the property lines.
9. **Construction Time:** Except for unforeseen circumstances beyond the control of the Owner and approval by the Declarant, all residences shall be completed within nine (9) months from the start of construction of such residence.
10. **Repair of Damaged Premises:** Repair of any building damaged by fire or otherwise or the approved alteration of any building shall be completed as promptly as possible. Should the owner leave such building in an incomplete condition for a period of more than six (6) months, the Association is authorized and empowered to either tear down and clear the premises of the uncompleted portion of such structure or to complete the same at its sole discretion and in either event the expense incurred shall be charged against the Lot Owner and shall be a lien upon the land and premises involved as set forth hereinabove.
11. **Commercial Trucks, Trailers, Campers and Boats:** All commercial trucks, commercial vehicles, campers, mobile homes, motor homes, boats, house trailers, boat trailers, or trailers of every other description must be stored in a fully enclosed garage, or within a structure which has been architecturally approved in accordance with these covenants, or an area completely screened from view from any other lot or dwelling unit or Common Area. The only exception is during the periods of approved construction or repair on a Lot. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial services.
12. **No Trade or Business:** No trade, business, service, professional care, instruction or manufacture of any kind or nature whatsoever shall at any time be conducted on any of the Lot in this subdivision, nor shall any building erected thereon be used for such purposes, provided, however, that Declarant and/or its successors or assigns may construct, operate and maintain model home centers or temporary offices in the subdivision.

13. **Vehicle Maintenance:** Mechanical work on any type of vehicle must be done in the garage only. No disabled vehicle may be kept on any Lot or parked on any street for more than five (5) days.
14. **Vehicle Parking:** Vehicles of permanent residents shall regularly be kept parked in the garage or on the driveway and not in the street. Commercial vehicles may not be routinely parked in the street. Law enforcement vehicles are not to be considered commercial vehicles.
15. **Pets, Livestock and Poultry:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or in any dwelling unit, except that dogs, cats or other household pets, other than pigs, may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they do not run loose without a leash outside of the Owner's Lot or dwelling unit and provided that they do not become a nuisance or disturbance to other Owners.
16. **Drying Areas:** No clothing, laundry or wash shall be aired or dried on any portion of a Lot or dwelling unit exposed to view from any other lot, dwelling unit, the street or any portion of the Common Areas.
17. **Antennas:** Unless approved by the Architectural Control Committee, no outside antennae of any type, including, but not limited to, satellite disks or dishes shall be maintained or constructed on any Lot in the subdivision.
18. **Maintenance:** All Lots and improvements in this subdivision shall be kept in a good state of repair and appearance. Each Lot and improvements thereon, including lawns and shrubs, shall be kept and maintained in accordance with the maintenance standards of surrounding Lots. If Lots and improvements are not maintained in accordance with such standards, the Association, after duly notifying the Owner, may perform such maintenance and collect the costs thereof from the Owner and treat such costs as an assessment to that Lot as treated under Article IX of this Declaration. No land or improvement waste or damage shall go unrepaired.
19. **Window Coverings:** Each Owner shall install draperies, blinds, or other attractive window coverings in each residential window facing the street subject to review of the Architectural Control Committee. No building shall have any aluminum foil placed in any window or glass door or any reflective substance placed on any glass.

20. **Garbage Disposal:** No garbage, refuse, trash, rubbish or other waste material shall be kept or permitted on any Lot or in any dwelling unit except in approved sanitary containers with lids. Every such container shall be shielded from view by a wall or similar enclosure except when temporarily placed at curbside for pickup. No trash, grass, weeds, etc. shall be burned except in County approved receptacles.
21. **Garbage/Trash Containers:** The Mentone Community Association may set regulations restricting the hours when garbage cans and trash containers may be set out in front of a residence for garbage/trash collection.
22. **Signs:** No signs of any kind shall be displayed to the public view on the properties except signs installed by the Developer or approved by the Architectural Control Committee, except that one (1) real estate sign no larger than 18" x 24" may be placed on a Lot during the period in which said Lot or house is for sale or rent.
23. **Nuisances:** No noxious, offensive or hazardous activity shall be maintained upon any Lot, nor shall anything be allowed thereupon, which may become an annoyance or nuisance to the neighborhood. This also includes loud music at any time.
24. **Severability:** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.
25. **Liability:** Each member of the Association, and all members of each Lot Owner's family or such Lot Owner's guests or invitees using the Common Open Space areas do so at their own risk. Neither the Developer nor the Association shall have any responsibility for the safety or the security of persons using the Common Open Space. Each member of the Association waives all claims of liability against the Developer and the Association and agrees to hold the Developer and the Association harmless for all use of the Common Open Space by such member, such member's family, guests or invitees.

26. Common Open Space Area:

- a) Access to the Common Open Space is limited to members of the Association, immediate members of their families, and their guests and invitees, and to those persons maintaining any drainage or public utility easements or structures within such areas.
- b) Members of the Association may bring guests into the Common Open Space provided such guests are accompanied by a member or an immediate member of the member's family. Members who bring non-members into the Common Open Spaces are required to assume full responsibility and liability for their acts, safety, and well-being.
- c) Members who bring non-members into the Common Open Space agree to hold the Developer and the Association harmless for any injuries to such non-members.
- d) Persons not permitted access under (b) above, are not allowed in the Common Open Space and are considered trespassers on the property.
- e) The Board of Directors shall establish restrictions on hours of use on various parts of the Common Open Space for minor age children of members.
- f) Members may reserve portions of the Common Open Space for various group meetings within guidelines provided by the Board of Directors.
- g) No weapons may be brought onto Common Open Space areas by members or non-members. This shall include, but is not limited to, all air guns, BB guns, knives, clubs, sling shots, bows and arrows, darts, or any device that is primarily a weapon or tool for hunting.
- h) No unauthorized removal or cutting of any plants or trees in the Common Open Space is permitted.

I) Each person is responsible for picking up and disposing his/her own trash, including animal waste products.

j) No motor vehicles shall be parked in any Common Open Space.

ARTICLE X
ADMINISTRATIVE REMEDIES FOR VIOLATIONS

Section 1. *BOARD OF DIRECTORS OR COVENANT COMMITTEE:*

The Board of Directors is responsible for the enforcement of the restrictive covenants set forth in Article IX. If it chooses to do so, the Board may appoint a Covenant Committee of not less than three (3) nor more than seven (7) members which shall also have the right to administratively enforce the restrictive covenants and other obligations of the Owners set forth in Article IX of this Declaration on behalf of the Association.

Section 2. *NOTICE AND HEARING OF ALLEGED VIOLATION:*

The Board of Directors, or the Covenant Committee if one is appointed, shall notify any Owner of any alleged violation in writing by mailing a copy of said notice first class mail to the Owner at the address as shown on the records of the Association, or by delivery of a copy of such notice to the Owner or any person at Owner's residence. Such notice shall specify the following:

1. The nature of the alleged violation.
2. The action required to correct the alleged violation along with any penalty to be assessed for the violation.
3. The time within which such action to correct the violation must be taken by the Owner.

4. The time and place of the next meeting of the Board of Directors, or the Covenant Committee if one is appointed, at which alleged violations which are controverted by the Owner will be heard and the time, place, and person upon whom notice of a requested hearing must be given.

The Owner must either correct the alleged violation within the time specified in the notice or give written notice within the time specified in the notice that the matter is contested and a hearing is requested at the next meeting of the Board of Directors, or the Covenant Committee if one is appointed. The Owner may present any material or circumstances concerning the alleged violation that the Owner wishes the Board of Directors, or the Covenant Committee if one is appointed, to consider at or prior to the meeting date specified. In the event that no written material for consideration by the Board of Directors, or the Covenant Committee if one is appointed, is submitted nor a written request for hearing is submitted as provided for in the notice within the time specified within the notice, the alleged violation shall be deemed admitted by the Owner. The time, imposed for correction of an alleged violation may be extended for good cause shown at the discretion of the Board of Directors, or the Covenant Committee if one is appointed, and shall be extended through the date of hearing and any appeal properly applied for by the Owner under the provisions of this Article.

Section 2. FINES AND OTHER SANCTIONS MAY BE IMPOSED BY THE COVENANT COMMITTEE:

In addition to any other remedy for violation of any of the provisions of this Declaration, the Board of Directors, or the Covenant Committee if one is appointed, may impose fines upon an Owner for violations of covenants in accordance with the following schedule:

1. The Owner will be notified in writing of any covenant violation and will be given notice of the time within which said violation must be corrected.
2. If the violation is not corrected within the time provided for correction, a fine of \$25.00 per day will be imposed after expiration of the corrective period until the time the correction has been completed.

All fines imposed by the Covenant Committee are subject to review by the Board of Directors of the Association upon the written request by the affected Owner to the Board of Directors made within 15 days from the levy of such fine. If no such request is made within said 15 day period, it shall be presumed that the Owner has consented to the imposition of the fine as levied.

All fines shall be the personal obligation of the Owner, and shall also be treated as a special assessment against the Lot subject to the violation.

Section 3. *APPEAL FROM DECISIONS OF THE COVENANT COMMITTEE:*

All actions of the Covenant Committee shall be subject to review by the Board of Directors of the Association provided a timely request for the review is made by the affected Owner. Except as otherwise provided herein, a request for review must be made in writing by the affected Owner within 15 days from the date the decision in question is made by the Covenant Committee.

Section 4. *REMEDIES NOT EXCLUSIVE:*

The remedies provided for in this Article X are cumulative, and are in addition to all other sanctions and remedies provided for in this Declaration and available at law or in equity.

Section 5. *USE OF COLLECTED FINES:*

All fines collected by the Board of Directors or by the Covenant Committee shall be deposited into the general account of the Association and may be used by the Association for any lawful purpose.

Section 6. *ENFORCEMENT BY BOARD:*

The Board of Directors shall have the authority to enforce the findings made, and the fines levied, as to any Lot or any Lot Owner.

Section 7. ENFORCEMENT BY OWNERS:

In the event the Board of Directors fails to enforce the provisions of these covenants, conditions and restrictions, after reasonable request of any lot owner, such lot owner shall be empowered to enforce such covenants, conditions and restrictions.

ARTICLE XI
AMENDMENTS AND MODIFICATIONS

Section 1. AMENDMENT BY DECLARANT:

As long as the Declarant owns any Lots or property subject to this Declaration for initial sale in the ordinary course of business, the Declarant reserves, and shall have, the sole right (a) to amend this Declaration; (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said property which do not lower standards of the covenants and restrictions herein contained; and (c) to release any building site or improvement from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating hereto) if the Declarant, in its sole judgment, determines such violation to be a minor or insubstantial violation. Notwithstanding the foregoing, as long as Declarant retains the right to amend this Declaration, any amendment will require the prior approval of the Federal Housing Administration or the Veteran's Administration if either holds any ownership or mortgage interest in any Lot.

Section 2. AMENDMENT BY LOT OWNERS:

Except as to the right of amendment reserved to Declarant, and except as to provisions relating to amendments and modifications as set forth herein regarding certain specific items and the method of amending or altering same, any other provisions, covenants or restrictions set forth herein may be amended in accordance with this provision.

a. A proposed amendment may be instituted by the Association, or by petition signed by the Owners of at least twenty percent (20%) of the Lots.

b. A written copy of a proposed amendment shall be furnished by U. S. mail to each Owner at each Owner's address as shown on the records of the Association at least thirty (30) days, but not more than sixty (60) days, prior to a designated meeting to discuss and vote upon such proposed amendment. Such notification shall contain the time and place of said meeting. The amendment, if passed by a vote of two-thirds (2/3rds) of the Owners entitled to receive Notice of the proposed Amendment, shall contain a recitation that sufficient notice was given as above set forth, and said recitation shall be conclusive as to all parties, and all parties having any interest of whatsoever nature shall have the full right to rely upon said recitation and such amendment when an executed copy thereof is recorded in the public records of Alachua County, Florida.

c. Voting by proxy shall be permitted.

d. Provided, however, that for so long as the Declarant shall own any Lots subject to this Declaration for initial sale in the ordinary course of business any such amendment shall require the approval of the Declarant in order to become effective.

ARTICLE XII JUDICIAL REMEDIES FOR VIOLATIONS

If any person, corporation, or other entity shall violate, or attempt to violate, any of these covenants or restrictions, it shall be lawful for the Declarant, the Association or any Owner of any Lot covered by these restrictions and covenants to (a) prosecute proceedings for the recovery of damages against those so violating or attempting to violate any covenant or restriction, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any covenant or restriction, for the purpose of preventing or enjoining all or any violations or attempted violations. The remedies contained in this provision shall be construed as cumulative to all other remedies now or hereafter provided by this document or by law. In the event the Declarant, or the Association, or any Lot owner shall prevail upon such proceeding for recovery of damages or to enjoin violations, the violating Member or other person, corporation, or entity causing the violation, shall be responsible for all costs and expenses incurred or paid by the Declarant, or the Association, or the Lot Owner in the prosecution of such proceeding, including reasonable attorney's fees. The Association shall be entitled to place a lien upon any Lot property owned by any violating member, as provided

in Article IV hereof, to secure payment of such sums recovered by the Association, should the violating member fail to pay such costs and expenses within thirty (30) days from the entry of the judgment or injunction. The failure of the Declarant, its successors or assigns, or the Association, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto.

ARTICLE XIII MISCELLANEOUS PROVISIONS

Section 1. *INVALIDATION:*

The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions, which shall remain in full force and effect.

Section 2. *DURATION:*

Each of the restrictive conditions and covenants provided for in this section shall continue in force from the date of this instrument until January 1, 2015, unless amended in accordance with the provisions of Article XI. After this date these covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then Lot Owners has been recorded, agreeing to change said covenants in whole or in part.

Section 3. *SECTION HEADINGS:*

The section headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

Section 4. ANNEXATION OF ADDITIONAL PROPERTY:

Additional residential property and common areas may be annexed to the Property, consistent with the conceptual plan for the entire Mentone Cluster Development.

Section 5. CONSTRUCTION AND INTERPRETATION:

The provisions of this Declaration shall be liberally constructed to effectuate its purpose and intent of creating a planned community. Whenever the context requires or permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, the Declarant, Caret Corporation, has caused this instrument to be executed by its duly authorized officers this 14 day of May, 1996.

CARET CORPORATION

By: Vermelle C. York
Vermelle C. York, As Its President

Attest: E. Travis York
E. Travis York, As Its Secretary

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly qualified in the State and County aforesaid to take acknowledgments, personally appeared VERMELLE C. YORK and E. TRAVIS YORK, personally known to me to the President and Secretary of the corporation named herein, and that they severally acknowledged executing the same, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 14 day of May, 1996.

Madeline H. Arnold
Notary Public
My Commission Expires: 8/2/96



CAVSQCARETMENTONER... May 14, 1996

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS FOR MENTONE CLUSTER DEVELOPMENT, PHASE I

Pursuant to Article XI of the Declaration of Covenants, Conditions and Restrictions for Mentone Cluster Development, Phase I, as recorded in Official Records Book 2062, Page 330 of the Public Records of Alachua County, Florida, the undersigned, Declarant, hereby amends said Declaration of Covenants, Conditions and Restrictions for Mentone Cluster Development, Phase I, by deleting therefrom paragraph 2 of Article IV, titled Restrictive Covenants, which has heretofore read

2. Size of Residence: Each residence shall contain a minimum of thirteen hundred (1300) square feet of heated and air-conditioned floor space for living area, exclusive of garages or porches attached thereto. A two story house must have at least one thousand (1000) square feet of such floor space for living, exclusive of garage or porches, on the ground floor.

and by substituting in lieu thereof a new paragraph to be designated as

2. Size of Residence: Each residence shall contain a minimum of thirteen hundred (1300) square feet of heated and air-conditioned floor space for living area, exclusive of garages or porches attached thereto. A two story house must have at least one thousand (1000) square feet of floor space, which may include garage space and porch, on the ground floor.

This Amendment is made by Declarant without prior approval of the Federal Housing Administration or the Veterans Administration due to the fact that as of the effective date of this Amendment, neither the Federal Housing Administration or the Veterans Administration holds any ownership or mortgage interest in any lot subject to the Declaration of Covenants, Conditions and Restrictions referred to herein.

CIRCUIT COURT CLERK
J.K. "Buddy" Irby
ALACHUA COUNTY, FL
Date 01/22/1997 16
Document ID 1442
Book/Page 2096/

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS FOR MENTONE CLUSTER DEVELOPMENT, PHASE I
Page 2

This Amendment shall be effective as of the date of execution hereof. Except as provided herein, all of the remaining provisions of the Declaration of Covenants, Conditions and Restrictions for Mentone Cluster Development, Phase I shall, remain in full force and effect.

Executed this 20 day of January, 1997.

CARET CORPORATION

BY: Vernelle C. York
VERMELLE C. YORK, As Its President

[Signature]
Witness

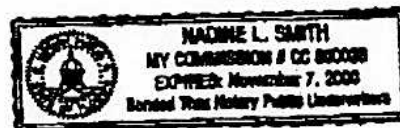
STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly qualified in the State and County aforesaid to take acknowledgments, personally appeared VERMELLE C. YORK, personally known to me to the President of the corporation named herein, and that she acknowledged executing the same, freely and voluntarily under authority duly vested in her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 20 day of January, 1997.

[Signature]
Notary Public
My Commission Expires:

0450(CARET)MENTONE(AMEND)MT.1



AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS and RESTRICTIONS FOR
MENTONE CLUSTER DEVELOPMENT, PHASE I

Caret Corporation, as owner of one or more lots in MENTONE CLUSTER DEVELOPMENT, Phase I, as per Plat recorded in Plat Book S, Pages 82, 83; Phase II, as per Plat recorded in Plat Book T, Pages 23, 24; Phase III, as per Plat recorded in Plat Book T, Page 65, all in the Public Records of Alachua County, Florida, does hereby amend the Declaration of Covenants, Conditions, and Restrictions filed in Official Records Book 2062, Page 330, of the Public Records of Alachua County, Florida, as Amended by that document recorded in Official Records Book 2096 Page 553, and by that document recorded in Official Records Book 2106, Page 1135, and by that document recorded in Official Records Book 2134, Page 346 of the Public Records of Alachua County, Florida, by deleting from the document recorded in Official Records Book 2062, Page 330, Paragraph 22 of Section 1, Article IX, reading as follows:

Quincey
↑
RETURN TO

22. Signs: No signs of any kind shall be displayed to the public view on the properties except signs installed by the Developer or approved by the Architectural Control Committee, except that one (1) real estate sign no larger than 18" x 24" may be placed on a Lot during the period in which said Lot or house is for sale or rent.

and by subtracting therefor, and by incorporating therein, paragraph identified as Article IX, Section 1 paragraph 22, to read as follows:

22. Signs: No signs of any kind shall be displayed to the public view on the properties except signs installed by the Developer or approved by the Architectural Control Committee, except that one (1) real estate sign no larger than 18" x 24" may be placed on a Lot during the period in which said Lot or house is for sale or rent. Realtor For Sale signs or Home For Sale by Owner signs shall be permitted to be placed only on lots currently being offered for sale. Such signs shall not be permitted in the entranceway, nor in any common area, nor any right of way in MENTONE CLUSTER DEVELOPMENT, PHASE I, PHASE II, OR PHASE III, or any other Phases of MENTONE CLUSTER DEVELOPMENT.

This Amendment shall be effective upon recording in the Public Records of Alachua County, Florida.

CIRCUIT COURT CLERK
J.K. "Buddy" Irby
ALACHUA COUNTY, FL
Date 07/29/1998 14:19
Document ID 1551089
Book/Page 2182/ 1996

This Amendment shall not affect any other provision of the document which it amends.

Executed this 28 day of July, 1998.

CARET CORPORATION

BY: Vermele C. York
VERMELLE C. YORK, As its President

Attest:

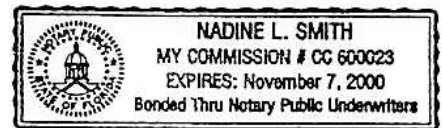
E. Travis York
E. TRAVIS YORK, As its Secretary

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly qualified in the State and County aforesaid to take acknowledgments, personally appeared VERMELLE C. YORK, personally known to me to the President of the corporation named herein, and that she acknowledged executing the same, freely and voluntarily under authority duly vested in her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of July, 1998.

Nadine L. Smith
Notary Public



RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 1798266 2 PGS

2001 NOV 29 02:48 PM BK 2403 PG 444

J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK1 Receipt#074579

Prepared by and return to:
Claude R. Moulton, Esq.
C/O Waterford Title
5532 B N.W. 43rd Street
Gainesville, FL 32653

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR MENTONE CLUSTER DEVELOPMENT, PHASES I
THROUGH VIII**

CARET CORPORATION, as owner of one or more lots in MENTONE CLUSTER DEVELOPMENT, PHASES I THROUGH VIII, as per Plats thereof recorded in Plat Book S, Pages 82 and 83; Plat Book T, Pages 22 and 23; Plat Book T, Page 65; Plat Book U, Page 4; Plat Book U, Page 5; Plat Book 22, Page 8; Plat Book 22, Page 55; and Plat Book 22, Pages 56 and 57, respectively, all in the Public Records of Alachua County, Florida; does hereby amend the Declaration of Covenants, Conditions and Restrictions for Mentone Cluster Development, Phase I (the "Declaration"), as filed in Official Records Book 2062, Page 330, of the Public Records of Alachua County, Florida, as previously amended, by adding the following paragraph at the end of Section 5, Article IV, of the Declaration:

Notwithstanding anything to the contrary in this Section 5, in addition to all annual and special assessments levied by the Association, the Owners of Lots forty-six (46) through sixty-one (61) of Phase VIII shall each pay an assessment for the maintenance of trees in the right-of-way adjoining his or her Lot and of fences adjacent to such right-of-way. The initial assessment shall be twenty-five dollars (\$25.00) per quarter and may be adjusted by the Association from time to time.

This Amendment shall be effective upon recording in the Public Records of Alachua County, Florida.

This Amendment shall not affect any other provision of the Declaration.

Executed this 3rd day of October, 2001.

CARET CORPORATION

By: Vermelle C. York
Vermelle C. York, its President

OFFICIAL RECORDS INSTRUMENT # 0001798266 2 PGS

Attest:

E. Travis York
E. Travis York, its Secretary

CONSENT

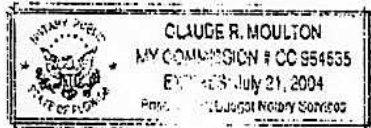
LUCIAN KRAGIEL, BUILDER, INC., doing business as ATLANTIC DESIGN AND CONSTRUCTION, the owner of Lots 46 and 47 of Mentone Cluster Development, Phase VII, hereby consents to the foregoing amendment to the Declaration.

LUCIAN KRAGIEL, BUILDER, INC.

By: Lucian Kragiel
Lucian Kragiel, its Vice President

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 23rd day of October, 2001, by Vermelle C. York, President of Caret Corporation, a Florida corporation, on behalf of the corporation. She is personally known to me.



Claude R. Moulton
Notary Public

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 21st day of November, 2001, by Lucian Kragiel, Vice-President of Lucian Kragiel, Builder, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me.



Patricia Reifel
MY COMMISSION # CC896739 EXPIRES
November 8, 2003
BONDED THRU TROY FAIR INSURANCE, INC.

Patricia Reifel
Notary Public

Prepared by and return to:
Claude R. Moulton, Esq.
C/O Waterford Title
5532-B N.W. 43rd Street
Gainesville, FL 32653

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 1804343 2 PGS
2001 DEC 21 04:41 PM BK 2409 PG 2239
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK1 Receipt#077351

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR MENTONE CLUSTER DEVELOPMENT, PHASES I
THROUGH VIII**

CARET CORPORATION, as owner of one or more lots in MENTONE CLUSTER DEVELOPMENT, PHASES I THROUGH VIII, as per Plats thereof recorded in Plat Book S, Pages 82 and 83; Plat Book T, Pages 22 and 23; Plat Book T, Page 65; Plat Book U, Page 4; Plat Book U, Page 5; Plat Book 22, Page 8; Plat Book 22, Page 55; and Plat Book 22, Pages 56 and 57, respectively, all in the Public Records of Alachua County, Florida; does hereby amend the Declaration of Covenants, Conditions and Restrictions for Mentone Cluster Development, Phase I (the "Declaration"), as filed in Official Records Book 2062, Page 330, of the Public Records of Alachua County, Florida, as previously amended, by adding the following Section 6 to Article XIII of the Declaration:

Section 6. SIDEWALKS:

During home construction and driveway installation, the Owners of Lots two (2) through twenty-three (23) of Phase VII and Lots one (1), two (2), thirty-one (31) through thirty-six (36), and forty-six (46) through sixty-one (61) of Phase VIII shall construct a sidewalk across the frontage of his/her Lot. In addition, the Owners of Lots forty-six (46), fifty-three (53), fifty-four (54), and sixty-one (61) of Phase VIII shall construct a sidewalk across the side street frontage of his/her Lot. Such sidewalks shall be in conformance with the requirements of Alachua County.

This Amendment shall be effective upon recording in the Public Records of Alachua County, Florida.

This Amendment shall not affect any other provision of the Declaration.

Executed this 30 day of Nov, 2001.

CARET CORPORATION

By: Vermelle C. York
Vermelle C. York, its President

Attest:

E. Travis York
E. Travis York, its Secretary

CONSENT

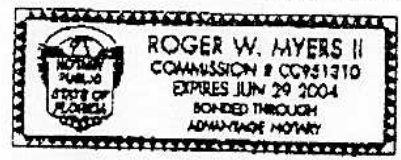
LUCIAN KRAGIEL, BUILDER, INC., doing business as ATLANTIC DESIGN AND CONSTRUCTION, the owner of Lots 4, 7, 13, 20, 27, 31 and 34 of Mentone Cluster Development, Phase VII, and Lots 1, 11, 17, 19, 22, 29, 42, 46, 47 and 61 of Mentone Cluster Development, Phase VIII, hereby consents to the foregoing amendment to the Declaration.

LUCIAN KRAGIEL, BUILDER, INC.

By: Lucian Kragiel
Lucian Kragiel, its Vice President

STATE OF FLORIDA
COUNTY OF ALACHUA

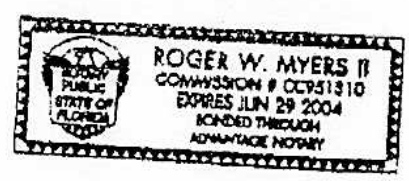
The foregoing instrument was acknowledged before me this 30th day of November, 2001, by Vermelle C. York, President of Caret Corporation, a Florida corporation, on behalf of the corporation. She is personally known to me.



Roger W. Myers
Notary Public

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 30th day of November, 2001, by Lucian Kragiel, Vice-President of Lucian Kragiel, Builder, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me.



Roger W. Myers
Notary Public