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DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
BRISTOL HARBOUR

THIS DECLARATION, made this 14th day of December, 1993, by Shipman Investments Inc., now known as Bristol Harbour PUD, hereinafter referred to as the "Developer", and Bristol Harbour Property Owners Association, Inc., a not for profit organization, hereinafter referred to as the "Association".

W I T N E S S E T H

WHEREAS, Developer is the owner of the real property described in Exhibit "A" of this Declaration and desires to create thereon a planned community with open spaces and other community facilities for the benefit of the said community; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities and opportunities in said community and for the maintenance of the Properties and Improvements thereon, and to this end desires to subject the real property described in Exhibit "A" together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said Property and each Owner thereof; and

WHEREAS, Developer has incorporated under the laws of the State of Florida the Bristol Harbour Property Owners Association, Inc., a nonprofit corporation for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Legal description attached, Exhibit A, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I  
DEFINITIONS

1. "Articles" shall mean the Articles of Incorporation of Bristol Harbour Property Owners Association, Inc.
2. "Architectural Review Board" or "A.R.B." shall mean and refer to that permanent committee of the Association created for the purpose of establishing and enforcing criteria for the

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construction of Improvements within the Property.

3. "Assessment" shall mean and refer to those charges made by the Association from time to time against each parcel within the Property for the purposes and subject to the terms set forth herein.

4. "Association" shall mean and refer to Bristol Harbour Property Owners Association, Inc., a Florida corporation not for profit, its successors and assigns.

5. "Association Property" shall mean and refer to all real and personal property transferred to the Association for benefit of all owners.

6. "Board" shall mean the Board of Directors of the Association.

7. "Common Expenses" shall mean and refer to all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth herein.

8. "Common Property" shall mean and refer to those areas of land which are intended to be devoted to the common use and enjoyment, which are identified and dedicated to the Association as common property.

9. "County" shall mean and refer to ALACHUA County, Florida.

10. "Declaration" shall mean the covenants, conditions, restrictions, easements and all other terms set forth in this document; and as may be amended from time to time.

11. "Developer" shall mean and refer to Shipman Investments Inc., 10230 - 101th Avenue, P.O. Box 576, Earleton, Alachua County, Florida 32631, its successors and assigns, or with any successor or assigns to all or substantially all of their interest in the development of the property.

12. "General Plan of Development" shall mean that plan as publicly distributed as approved by appropriate governmental agencies which shall represent the total general scheme and general uses of land in the Property as such may be amended from time to time, subject to approvals of the governmental agencies involved.

13. "Improvements" shall mean and refer to all structures of any kind including, without limitations but not necessarily limited to, any building, fence, wall, sign, mailbox, newspaper box, shutter, paving, grading, parking, building addition, alteration, screen enclosures, sewer, drain, disposal system, decorative building, basketball backboard, platform, dog house, playhouse, swimming pool, tennis court, landscaping, landscape device or object, wells, docks, walkways, retention or drainage areas.

14. "Institutional Mortgagee" shall mean and refer to any bank, bank holding company, savings and loan association, insurance company, union pension fund, FHMA, FHLMC, mortgage company, agency

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of the United States Government, or Developer, which holds a first mortgage of public record on any portion of the Property and the holder of any mortgage of public record given or assumed by the Developer, whether a first mortgage or otherwise.

15. "Lot" shall mean and refer to any plot of land shown as any one of the 16 lots as shown on plat of the Property together with any improvements located thereon.

16. "Legal Description" shall mean all of the real and personal property subject to this Declaration. The real property is described in Exhibit "A" attached hereto and made a part hereof.

17. "Parcel" shall mean all of the real and personal property subject to this Declaration. The real property is described in Exhibit "A" attached hereto and made a part hereof.

18. "Property" shall mean all of the real and personal property subject to this Declaration. The real property is described in Exhibit "A" attached hereto and made a part hereof.

19. "Rules and Regulations" shall mean the rules, regulations and policies which may be adopted by the Board from time to time by resolution duly made and carried.

20. "Transfer Date" shall mean the date that the Developer relinquishes the right to appoint a majority of the Directors to the Board of Directors of the Association and conveys legal title to the Common Area to the Association. The transfer date shall occur not later than (a) thirty (30) days after the date of the closing of the last residential unit to be sold by the Developer, or December 1, 1995, whichever is earlier.

21. "Water Management System" shall mean and refer to those retention areas for surface water management and other facilities created and used for drainage of the Property.

22. "Recreational Facilities" shall mean and include two wood docks on the water, boat launch facility, recreational boat storage area and decks, as well as the beach area on the lake. These facilities will be owned by the Bristol Harbour Property Owners Association, Inc. and that entity will be responsible for the maintenance thereof subject to those non-exclusive private easements and right of usage described in Article II, Paragraph 1 (a). See Exhibit B-Budget.

23. The use of gender is deemed to include all genders. The use of the singular includes the plural and use of the plural includes the singular.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in ALACHUA County, Florida, and more particularly described in Exhibit A.

a) This existing property shall be held, transferred, sold, conveyed and occupied subject to the non-exclusive private easements and right of usage effecting the PARK as shown on the plat of Bristol Harbour resulting from and described in those certain Final Judgments recorded in Official Records Book 869, pages 951-952 and Amendment and Addition to Final Judgment recorded in Official Records Book 1297, pages 811-813 of the public records of Alachua County, Florida and subject to any easements, covenants or other restrictions recorded in the public records of Alachua County, Florida, which includes, but not limited to the easements recorded in the instrument recorded in Deed Book 233, Page 100, Deed Book 260, Page 226, Deed Book 264, Page 79, Deed Book 275, Page 475, Deed Book 347, Page 437 and Deed Book 361, Page 183 of the public records of Alachua County, Florida.

### ARTICLE III

#### MEMBERSHIP OF VOTING RIGHTS

1. Members. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject under covenants of record to assessment by the Association shall be a mandatory member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. All members of the Bristol Harbour Property Owners Association, Inc. shall be governed and controlled by the Articles of Incorporation and the ByLaws thereof.

2. Voting Rights. The Association shall have one class of voting membership. Each member, including Developer, shall be entitled to one vote for each Parcel owned by such member as to matters which the membership shall be entitled to vote, which vote may be exercised or cast by the member in such manner as may be provided in the ByLaws of the Association. Any member who owns more than one Parcel shall be entitled to exercise or cast one vote for each such Parcel. When more than one person holds the ownership interest required for membership, all such persons shall be members of the Association, and the vote for such Parcel shall be exercised as they among themselves determine. Provided, however, that in no event shall more than one vote be cast with respect to each Parcel. Where a parcel is owned by other than a natural person or persons, the owners shall file with the Secretary of the Association a notice designating the name of an individual who shall be authorized to cast the vote of such Owner. In absence of such designation the Owner shall not be entitled to vote on any matters coming before the membership.

3. Administration of the Association. The affairs of the

Association shall be administered by the Board of Directors in accordance with this Declaration, the Articles of Incorporation and By Laws of the Association. The Articles of Incorporation and ByLaws may be amended in the manner set forth therein; provided,

however that no such amendment shall adversely affect the rights of Developer without Developer's written approval, nor shall such amendment conflict with the terms of this Declaration.

4. Suspension of Membership Rights. No member shall have any vested right, interest or privilege in or in the assets, functions, affairs or franchises of the Association or any right, interest or privilege which may be transferable or which shall continue after his membership ceases or while he is not in good standing. A member shall be considered not in good standing during any period of time in which he is delinquent of any assessment as hereinafter provided; or, in violation of any provision of this Declaration or any rules or regulations promulgated by the Association. While not in good standing the member shall not be entitled to vote or exercise any other right or privilege of a member of the Association.

5. Control by Developer. Anything contained herein to the contrary notwithstanding, Developer shall have the right to retain control of the Association until the Transfer Date previously defined herein to be the closing of the sale by Developer of the last Parcel held by the Developer for sale in the ordinary course of business or December 1, 1995; or until such earlier time as is determined in Developer's sole discretion. So long as it retains control of the Association, Developer shall have the right to appoint all members of the Board of Directors and Officers of the Association, and any action of the membership of the Association shall not be effective unless and until approved by Developer.

#### ARTICLE IV

##### ASSOCIATION PROPERTY AND COMMON PROPERTY

1. Obligation of the Association. The Association, subject to rights of the Owners set forth in this Declaration and subject to those nonexclusive private easements and right of usage described in Article II, Paragraph 1 (a), shall be responsible for the exclusive management and control of the Common Area including Recreational Facilities and all improvements thereon (including WELLS, SEPTIC SYSTEM AND DRAINAGE SYSTEMS related thereto), including the exterior walls and roofs of all buildings and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

2. Members' Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, and every member shall have a right of

enjoyment in the Common Area, subject to those nonexclusive private easements and right of usage described in Article II, Paragraph 1 (a).

3. Extent of Members' Easement. The members' easement of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to establish reasonable rules and to charge reasonable admission and other fees for the use of the Common Area:

(b) The right of the Association to suspend the right of an Owner to use the facilities for any period during which any assessment against his Lot remains unpaid for more than thirty (30) days after notice; the right of the Association to suspend the right of a member to use the said facilities for a period not to exceed sixty (60) days for any other infraction of this Declaration or any promulgated rules and regulations.

(c) The right of the Association to mortgage any and all of the facilities constructed on the Common Area for the purposes of improvements or repairs to Association land or facilities pursuant to approval of the members who are voting in person or by proxy at a regular meeting of the Association or at a meeting duly called for this purpose.

(d) The right of the Developer and the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for any such purposes and subject to such conditions as may be agreed to by the members, subject to those non-exclusive private easements and right of usage described in Article II, Paragraph 1 (a).

(e) The right of the Developer and the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosures.

(f) Restrictions contained on any plat or filed separately with respect to all or any Bylaws of the Association.

(g) All of the provisions of this Declaration and the Articles of Incorporation and the ByLaws of the Association.

(h) Subject to Article II, Paragraph 1 (a).

4. Delegation of Use. Any member may delegate his right of enjoyment to the Common Area and facilities to the members of his family and his guests subject to such general regulations as may be established from time to time by the Association and included in the rules and regulations, subject to those nonexclusive private easements and right of usage described in Article II, Paragraph 1 (a).

5. Rules and Regulations Governing Use of Association Property and Common Property. The Association through its Board of

Directors shall regulate the use of the Association Property and Common Property by its members, and may from time to time promulgate such rules thereof as it may deem in the best interest of its members. A copy of all rules and regulations established hereunder and any amendments thereto shall be made available to all members of the Association. Such rules and regulations may be enforced by legal or equitable action.

6. Damage or Destruction of Common Area by Owner. In the event any Common Area is damaged or destroyed by an Owner or any part of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association to repair said damaged area; the Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a Special Assessment upon the Lot of said Owner.

7. Title to Common Area. The Developer may retain the legal title to the Common Area or any portion thereof until such time as it has completed improvements on the Properties, but notwithstanding any provision hereto, the Developer hereby covenants that it shall convey the Common Area and portions thereof to the Association, subject to those non-exclusive private easements and right of usage described in Article II, Paragraph 1 (a), not later than the Transfer Date. Members shall have all rights and obligations imposed by the Declaration with respect to such Common Area.

8. Association Maintenance of Property. The Association shall either by virtue of an appointment of a real estate management agent or through its own personnel, be responsible for the maintenance and repair of the Association Property, the Common Property, and Limited Common Property (except as otherwise set forth herein). Developer, its affiliates, subsidiaries, successors and/or assigns may be the management agent, and nothing shall be deemed to invalidate any management agreement between the Association and the Developer or its affiliates or subsidiaries for the reason that at the time of entering into the management agreement the employees, officers or agents of Developer or its affiliates or subsidiaries are the Officers and/or Directors or employees of the Association.

9. Continual Maintenance. In the event of a dissolution of the Association, the owners shall immediately thereupon hold title to the Common Property and Association Property as tenants in common, subject to those nonexclusive private easements and right of usage described in Article II, Paragraph 1 (a) and shall collectively provide for the continued maintenance and upkeep thereof in a manner or under a procedure acceptable to the County and/or any other governmental agency. In no event shall the County or any other governmental agency be obligated to accept any dedication offered to it by the Owners or the Association pursuant to this

section, but the County and/or governmental agencies may accept such dedication, and any acceptance by the County and/or governmental agencies must be made by formal resolution of the then empowered Board of County Commissioners, or other governmental agency.

#### ARTICLE V

#### EASEMENTS

1. Easement Grants. The following easements are hereby granted and/or reserved over, across and through the Property:

(a) Easement for the installation and maintenance of utilities are granted as shown on the recorded subdivision plats of the Property. Cable Television facilities may be installed in these utility easement areas. Within utility easement areas, no structure, planting or other material, other than sod shall be placed or permitted to remain (unless installed by the Developer), which may interfere with the installation and maintenance of underground utility facilities. The Association and its assigns are hereby granted access to all easements in which such underground facilities are located for the purpose of operation, maintenance and replacement thereof.

(b) Easements for the installation and maintenance of drainage facilities granted to the Association as shown on the subdivision plat of the Property. Within these easement areas, no structure, planting or other material, other than sod shall be placed or permitted to remain (unless installed by Developer), which may interfere with such installation and maintenance, or which may obstruct or retard the flow of water through drainage channels. The Association and its assigns shall have access to all such drainage channels. The Association and its assigns shall have access to all such drainage easements for the purpose of operation and maintenance thereof. The Association shall have the right to contract for the maintenance of the Water Management System with an established water management or water control district, or with any other party.

(c) Easements are hereby granted throughout the Property to the Association for the purpose of access to all Property dedicated to the Association on the subdivision plat of the Property.

(d) An easement is hereby granted to each Institutional Mortgagee for the purpose of access to the Property subject to its mortgage.

(e) Easements are hereby reserved throughout the Property by Developer, for its use and of its agents, employees, licensees and invitees, for all purposes in connection with development of the Property. Developer retains the right to maintain an office on Property located in its discretion until such time as all Parcels



have been sold and closed to Owners other than Developer. Developer may also construct and maintain a sales agency office, together with a sign or signs on Parcels of its choosing within the Property, including the Common Property, so long as Developer is the owner of any property subject to this Declaration.

2. Restriction on Additional Easements. No owner, other than Developer, shall grant any easement upon any portion of the Property to any person or entity, without the prior written consent of the Association, except that the owners, developer and Association take title subject to the existing private easements described in paragraph three (3) below.

3. Nonexclusive Private Easements in Favor of Earleton Beach Lot Owners. That the owners, developer and Association will acquire title individual lots and common property subject to the non-exclusive private easements and right of usage effecting the PARK as shown on the plat of Bristol Harbour resulting from and described in those certain Final Judgments recorded in Official Records Book 869, pages 951-952 and Amendment and Addition to Final Judgment recorded in Official Records Book 1297, pages 811-813 of the public records of Alachua County, Florida and subject to any easements, covenants or other restrictions recorded in the public records of Alachua County, Florida.

#### ARTICLE VI

##### COVENANTS FOR MAINTENANCE ASSESSMENTS

1. Authority of Association. The Association, through its Board of Directors, shall have the power and authority to make and collect assessments as hereinafter set forth.

2. Creation of the Lien and Personal Obligation of Assessments. The Developer hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association the following: (1) annual general assessments or charges, (2) special assessments for capital improvements, and (3) annual or special assessments or charges, such assessments to be established and collected as hereinafter provided.

3. General Assessments. General Assessments shall be determined annually for the purpose of maintenance and management of the Association, the Association Property, the Common Property and for the purpose of promoting the safety and welfare of the Owners. Without limiting the foregoing, General Assessments shall be assessed for payment of: operation, maintenance and management of the Association, the Association Property and the Common Property; property taxes and assessments against the Association Property and the Common Property; insurance coverage for the Association Property and the Common Property; public liability insurance; legal and accounting fees; maintenance of the Water Management System and roadways dedicated to the Association;

management fees; normal repairs and replacements, charges for utilities used upon the Association Property and Common Property; cleaning services; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against the member or others; maintenance of vacant property; the creation of reasonable reserves; and all other expenses deemed by the Board of Directors of the Association to be necessary and proper for the management, maintenance, repair, operation and enforcement.

4. Basis and Collection of General Assessments. The Association shall annually estimate the Common Expenses it expects to incur and the period of time involved therein and shall assess its members sufficient monies to meet this estimate. Each parcel shall be assessed at a uniform rate, to be determined by the Association, so that all parcels subject to a general assessment shall be assessed equally. Should the Association at any time determine that the assessments made are insufficient to pay the expenses, or in the event of emergency, the Board of Directors shall have authority to levy and collect additional General Assessment to meet such needs. General Assessment's shall be collectible in advance monthly, quarterly, semi-annually or annually, as the Board of Directors shall determine. All Property administered by the Association shall be assessed annually. The allocation shall be as set forth in the budget established each year by the Association. See Exhibit "B" for initial Projected Operating Expenses.

5. Special Assessment. The Association shall have the power and authority to levy and collect a Special Assessment from each Owner for payment of the following: the acquisition of property by Association; the cost of construction of capital improvement, including the necessary fixtures and personal property related thereto; and the expense of indemnification of each Director and Officer of the Association and each member of the A.R.B. All special assessments shall be at a uniform amount for each Parcel assessed, regardless of whether a particular Special Assessment affects all Parcel Owners or a particular Parcel. A Special Assessment shall be collectible in such manner as the Board of Directors shall determine. If a Special Assessment should exceed FIVE HUNDRED DOLLARS (\$500.00) per parcel, it shall require the approval of the membership of the Association, to be obtained at a duly convened regular or special meeting at which a quorum exists and which is called at least in part to secure this approval. Approval shall be an affirmative vote of at least fifty-one percent (51%) of the members present in person by proxy.

6. Emergency Special Assessment. The Association may levy an Emergency Special Assessment when, in the sole determination of the Board of Directors, there is potential danger for damage to persons or property. Such Emergency Special Assessments may be utilized to pay for preventative, protective or remedial construction, reconstruction, improvement, repairs or replacement. Events justifying Emergency Special Assessments include, but are not limited to, hurricanes, floods, fires, and roof, plumbing or structural repairs. Emergency Special Assessments shall be

collectible in such manner as Board of Directors shall determine.

7. Individual Assessments. The Association shall have the power and authority to levy and collect an individual Assessment against a particular Parcel for the cost of maintenance, repairs or replacements within or without the Parcel, which the Owner thereof has failed or refused to perform, and which failure or refusal has, in the opinion of the Association, endangered or impaired the use or value of other portions of the Property. The Association shall have a right of entry onto each Parcel to perform necessary maintenance, repairs and replacements, including the right to abate or eliminate any nuisance. The Individual Assessment may include an administrative fee charged by the Association in an amount to be determined from time to time by the Board of Directors in its discretion. All Individual Assessments shall be collectible in such manner as the Association shall determine.

8. Effect of Nonpayment of Assessments; Remedies of the Association. All notices of assessments from the Association to the members shall designate when the Assessment is due and payable. If any Assessment is not paid on the date when due, it shall then become delinquent and shall bear the interest at the maximum rate allowed by law from the date when due until paid. The Assessment, together with interest thereon and the cost of collection thereof, including attorneys' fees, shall be a continuing lien against the Parcel against which the Assessment is made, and shall also be the continuing personal obligation of the Owner of such Parcel at the time of Assessment. Any successor in title shall be held to constructive notice of the records of the Association to determine the existence of any delinquency in the payment of Assessments, or any installment thereof, shall not be paid within thirty (30) days following the due date, the Association may declare the entire Assessment immediately due and payable. The Association may at anytime thereafter bring an action to foreclose the lien against the Parcel assessed and/or a suit on the personal obligation of the Owner. There shall be added to the amount of the Assessment the cost of such action, including attorneys' fees. In the event a judgement is obtained, such judgement shall include interest on the Assessment as above provided and attorneys' fees incurred by the Association, together with the costs of the action, which shall include appellate costs, if any. Regardless of the date of recordation of any Claim of Lien the effective date thereof shall relate back, and it shall take priority, as of the date of recordation of this Declaration. Provided, however, such claim of lien shall be subordinate and inferior to the lien of any institutional first mortgage filed in the public records of Alachua County prior to the date of the actual recordation of the Claim of Lien.

9. Liability of Institutional Mortgagees. In the event that the holder of an Institutional First Mortgage obtains title to any property subject to assessment by the Association, as a result of foreclosure of the first mortgage, or as a result of a deed or other arrangement in lieu of foreclosure of the first mortgage, the Institutional Mortgagee, its successors and assigns, shall not be

liable for assessments pertaining to such property applicable to the time prior to acquisition of title as a result of foreclosure or deed or other arrangements in lieu of foreclosure, unless such assessment is secured by a claim of lien that is recorded prior to the recording of the foreclosed mortgage. Such unpaid assessments shall be deemed to be common assessments, collectible from all members of the Association, including such acquirer, his successors and assigns. The Institutional First Mortgagee, however, shall not be excused from the payment of assessments coming due during the period of its ownership of the property, whether or not such property is occupied, nor shall the property be relieved from the lien of such assessment.

10. Certificate of Assessments. The Association shall prepare a roster of the Parcels and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by all members. At the request of a Parcel Owner, the Board of Directors shall prepare a Certificate of Assessments signed by an officer of the Association, setting forth whether the member's Assessments have been paid and/or the amount which is due as of the date of the Certificate. As to parties without knowledge of error who rely thereon, such certificate shall be presumptive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid.

11. Exempt Property. The following property shall be permanently exempt from the payment of all Assessments by the Association.

(a) All property dedicated to, or owned by, the Association.

(b) All property dedicated to, or owned by, the water management, water control district or other party responsible for maintenance of the Water Management System.

(c) Any portion of the Property dedicated to the County.

(d) Any portion of the Property exempted from ad valorem taxation by the laws of the State of Florida.

(e) Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

## ARTICLE VII

### MAINTENANCE OF PROPERTY

1. Association Responsibilities. The Association shall be responsible for maintenance of the Association Property the Common Property, exterior walls and roof of any building. In the event that any owner fails to properly maintain his property, including the exterior of any Improvement, the Association shall have the

right to make any repairs, replacements, or other maintenance as it deems necessary. In such event, the Association shall have the right to individually assess the Owner involved for all costs incurred in making such repairs, replacements, or other maintenance.

2. Owner's Responsibilities. Each owner shall, at such owner's residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

## ARTICLE VIII

### ARCHITECTURAL CONTROL

1. Architectural Review and Approval. It is the intent of Developer to create upon the Property a residential community of high quality and harmonious Improvements. Accordingly, no Improvement shall be commenced, erected, placed or maintained upon any Parcel, nor shall any addition, change or alteration be made to any improvements unless and until the plans, specifications and location of same shall have been submitted to, and approved in writing by, the Architectural Review Board of the Association. All such plans and specifications shall be evaluated as to harmony of exterior design and location in relation to surrounding structures and topography, and as to conformity with the architectural standards contained herein and as otherwise established by the A.R.B. In the exercise of its power and the performance of its duties, the A.R.B. shall give due consideration to the characteristics of the community as a residential community of high standards, quality and beauty, and the ability of any proposed improvement to harmonize with that concept. The A.R.B. shall be permitted to employ aesthetic values in making its determinations.

2. Architectural Review Board. An Architectural Review Board consisting of five (5) voting members shall be a permanent committee of the Association and shall administer and perform the architectural review and control function of the Association. Initially, all members of the A.R.B. shall be appointed by the Developer. Members of the A.R.B. need not be members of the Association nor a Property Owner. Subsequent to the Transfer Date all members of the A.R.B. must be members of the Association and shall be appointed by the Board of Directors of the Bristol Harbour Property Owners Association, Inc.

3. Powers and Duties of the Architectural Review Board. The A.R.B. shall have the following powers and duties.

(a) To establish the criteria to be followed when seeking any approval from the Board. This criteria shall be adopted by the A.R.B. and be made available in written form upon request by any Property Owner planning to appear before the Board. By reference herein said criteria, once adopted by the A.R.B., shall be enforceable as part of this Declaration.

(b) To enforce the architectural and landscaping controls established in the Declaration of Restrictive Covenants.

4. Liability for Actions of the Architectural Review Board. Neither the Developer, the Directors or Officers of the Association, the members of the A.R.B., nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by any Owner of any other party due to any mistakes in judgment, negligence or any action of the A.R.B. in connection with the approval or disapproval of plans and specifications. Each Owner and occupant of any Parcel within the Property agrees, by acquiring title thereto or an interest therein, or by assuming possession thereof, that he shall not bring any action or suit against Developer, the Directors or Officers of the Association, the members of the A.R.B. or their respective agents, in order to recover any damages caused by the actions of the A.R.B. Neither the Developer, the Directors or Officers of the Association, the members of the A.R.B., nor any person acting on behalf of any of them, shall be responsible for any defects in any plans or specifications, nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

## ARTICLE IX

### USE OF PROPERTY AND PROTECTIVE COVENANTS

#### RULES AND REGULATIONS

1. Residential Use. All Parcels shall be used only as residential dwellings and for no other purpose. No business or commercial structure may be erected on any Parcel, and no business or commercial activity may be conducted on any Parcel. Notwithstanding the foregoing, the Developer may from time to time construct model homes on the Property, and may also erect and maintain sales offices on the Property in compliance with Alachua County zoning resolution Z-91-9. The property may be leased if approved by Homeowners Association.

2. A maximum of one household pet will be allowed each lot owner and each lot owner will be responsible to keep his/her pet leashed on the common grounds, as well as cleaning up after said animal.

3. No exterior antennas or satellite dishes will be allowed.

4. No exterior drying of cloths will be allowed or the hanging of any items on any exterior balcony.

5. Any boat, jet ski and/or related trailer shall parked in the area provided outside of the vehicle parking area.

6. No vehicle under repair will be allowed on site for a period of more than 24 hours. Each property owner will be allowed two parking spaces for his personal primary vehicles. Recreational vehicles or campers must be stored in the appropriate area and are not allowed in the building parking lots or grounds. Each unit will be assigned one (1) reserved parking space, in lot sequence, along the East side of the parking lot. The remaining parking spaces on the West side of the parking lot will remain unreserved.

7. No vehicle, boat or jet ski, will be allowed outside of the parking areas other than to pick up or unload a boat from the boat ramp.

8. Residents will not be allowed to interfere or have parties/guests that may interfere with other residents use or enjoyment of their property.

9. Resident's boats will be allowed to tie up at a designated tie up area on a first come, first served basis, but will not be allowed tie-up rights for a period of more than 48 continuous hours.

10. No barbecue grills will be allowed inside a unit or on a covered porch with any open flame. Gas, wood or charcoal grills will be allowed to be used only outside the buildings and must be stored and maintained properly after use.

11. Each unit may be rented for a minimum period of three (3) months and each renter shall be approved by the Homeowners Association and/or its management company.

12. No parcel shall be resubdivided under any circumstances.

13. Use of the PARK is subject to the nonexclusive private easements and right of usage effecting the PARK as shown on the plat of Bristol Harbour resulting from and described in those certain Final Judgments recorded in official Records Book 869, pages 951-952 and Amendment and Addition to Final Judgment recorded in Official Records Book 1297, pages 811-813 of the public records of Alachua County, Florida and subject to any easements, covenants or other restrictions recorded in the public records of Alachua County, Florida.

#### ARTICLE X

#### INSURANCE

Insurance, other than title insurance, that shall be carried on the Common Property and the Association shall be governed by the following provisions:

1. Authority to Purchase; Named Insured. All insurance policies upon the Common Property and the Association Property shall be purchased by the Association and shall be placed in a

single agency or company, if possible. The named insured shall be an Insurance Trustee designated by the Association individually and as agent for the Association, the members without naming them, and Institutional Mortgagees. Provisions shall be made for the issuance of mortgagee endorsements and memoranda of insurance to any such mortgagees, as their interests may appear. The Insurance Trustee may be any bank in Florida with trust powers, as may be designated by the Board of Directors of the Association. Owners may purchase Insurance on the individual Parcels, as appropriate.

## 2. Coverage.

(a) Casualty Insurance. All buildings and insurable Improvements on the Common Property and the Association Property shall be insured for fire and extended coverage perils, excluding foundation and excavation costs, at their maximum insurable replacement value, and all personal property owned by the Association shall be insured for its full insurable value, all as determined by the Board of Directors of the Association.

(b) Public Liability Insurance. The Association shall obtain public liability and property damage insurance covering all of the Common Property and the Association Property, and insuring the Association and the members as their interests appear in such amounts and providing coverage as the Board of Directors of the Association may determine from time to time; provided that the minimum amount of coverage shall be \$1,000,000.00 for Bodily Injury and Property Damage combined for each occurrence and in the aggregate. The liability insurance shall include, but not be limited to, a hired non-owned automobile coverage.

(c) Workers' Compensation Insurance. The Association shall obtain Workman's Compensation Insurance in order to meet the requirements of law, as necessary.

(d) Flood Insurance. The Association shall obtain flood insurance to meet the requirements of federal, state, or local law, or any regulation enacted pursuant to federal, state or local law, as necessary.

(e) Other Insurance. The Board of Directors of the Association shall obtain such other insurance as they shall determine from time to time to be desirable.

(f) Subrogation Waiver. If available, the Association shall obtain such policies which provide that the insurer waives its right to subrogation as to any claim against members, the Association and their respective servants, agents and guests.

3. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Article shall be a common expense.



4. Shares of Proceeds. The Insurance Trustees shall not be liable for the payment of premiums, the renewal, the sufficiency of policies, nor the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the proceeds in trust for the purposes elsewhere stated herein for the benefit of a member and Institutional Mortgagees in the following shares, which shares need not be set forth on the records of the Insurance Trustee.

5. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the members in the following manner:

(a) Expense of the Trust. All expenses of the Insurance Trust shall be paid first, or provisions made for such payment.

(b) Reconstruction or Repair. If the damage for which proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as hereinafter provided. Any proceeds which remain after defraying such costs shall be distributed to the members.

(c) Failure to Reconstruct or Repair. If it is determined in the manner hereinafter provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the members. There shall be no distribution of remaining proceeds until all debris, remains and residue have been cleared and removed, and the damaged area has been properly landscaped. In the event of loss or damage to personal and/or real property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal and/or real property as may be lost or damaged, the proceeds shall be distributed to the members.

(d) Certification. In making distribution to members, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to the names of the members and their respective shares of the distribution.

6. Association's Power to Compromise Claims. The Board of Directors of the Association is hereby irrevocably appointed agent for each member and for each Institutional Mortgagee or other lien holder, for the purpose of compromising by the Association, and to execute and deliver releases therefor upon payment of claims.

## ARTICLE XI

### RECONSTRUCTION OR REPAIR AFTER CASUALTY

1. Determination to Reconstruct or Repair. If any part of the Common Property or the Association Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Property. If the damaged improvement is part of the Common Property, the damaged property shall be reconstructed or repaired unless it is determined by the members of the Association that it shall not be reconstructed or repaired.

(b) Association Property. If the damaged property is Association Property, the Board of Directors of the Association shall determine whether the damaged property shall be reconstructed, replaced or repaired. The sewage system and well water system will be immediately repaired to local specifications.

(c) Certificate. The Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary to determine whether the damaged property shall be reconstructed, replaced or repaired.

2. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings; or if not, then according to the plans and specifications approved by the Board of Directors of the Association.

3. Estimates of Cost. Immediately after a determination is made to rebuild, replace or repair damage to property for which the Association has the responsibility of reconstruction, replacement or repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild, replace or repair. Such costs may include professional fees and premiums for such bonds as the Board of Directors requires.

4. Special Assessments. The amount by which an award of insurance proceeds to the insurance policy shall be assessed equally against all members as a Special Assessment. If the proceeds of such Special Assessment and of the insurance are not sufficient to defray the estimated costs of reconstruction, replacement and repair by the Association, or if at any time during reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Special Assessments shall be made against the members in sufficient amounts to provide funds for the payment of such costs.

5. Construction Funds. The funds for the payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from Special Assessments against members, shall be distributed in payment of such costs in the following manner:

(a) Association. If the total of Special Assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is Twenty-Five Thousand Dollars (\$25,000.00) or more, then the sums paid upon such Special Assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such Special

Assessments and disburse them in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of Special Assessments on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of repair and construction in the following manner and order:

(1) Association - Lesser Damage. If the amount of estimated costs of reconstruction, replacement and repair that is the responsibility of the Association is less than Twenty-Five Thousand Dollars (\$25,000.00), the construction fund shall be disbursed in payment of such costs upon the order of the Association.

(2) Association - Major Damage. If the amount of estimated costs of reconstruction, replacement and repair that is the responsibility of the Association is Twenty-Five Thousand Dollars (\$25,000.00) or more, then the construction funds held by the Insurance Trustee shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association, and upon approval by an architect qualified to practice in Florida and employed by the Association to supervise the work.

(3) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction, replacement and repair shall be from insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction, replacement and repair for which the fund is established, such balance shall be distributed equally to the members.

(4) Certificate. Notwithstanding the provisions of this Declaration, the Insurance Trustee shall not be required to determine whether or not sums paid by the members be upon Special Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to any and all such matters and stating the name of the payee and the amount to be paid.

6. Owner's Obligation to Rebuild. If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within four (4) months after the damage occurs, and shall be completed within twelve (12) months after the damage

occurs, unless prevented by causes beyond the control of the owner or owners.

7. Equitable Relief. In the event of major damage to or destruction of part of Common Property or Association Property and in the event the Property is not repaired, reconstructed, replaced or rebuilt within a reasonable period of time, any member shall have the right to petition a court of equity, having jurisdiction in and for the County, for equitable relief. The Association shall have the same rights in the event an owner fails or refuses to rebuild their units as provided in paragraph 6 above.

ARTICLE XII  
PARTY WALLS

1. General Rules of Law to Apply. Each wall built as a part of the original construction of the townhouse units within the subdivision and placed on the dividing line between the lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this article, the general rules of law regarding party walls and liability for property damage due to negligence or wilful acts or omissions shall apply thereto.

2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration in proportion to such use. This right of contribution shall be without prejudice to any right to call for a larger contribution under any rule of law regarding liability for negligent or willful acts or omissions.

ARTICLE XIII  
INDEMNIFICATION OF DIRECTORS, OFFICERS  
AND MEMBERS OF THE ARCHITECTURAL CONTROL BOARD

Every Director and Officer of the Association, and member of the Architectural Control Board shall be indemnified by the Association against all expenses and liability, including attorney's fees, incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his having been a Director, Officer, or member of the A.R.B., whether or not he is a Director, Officer, or member at the time such expenses are incurred, except in such cases where the Director, Officer or member is adjudged guilty of willful misfeasance in the performance of his duties; provided, however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director, Officer or member seeking such reimbursement or indemnification, the

indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Officer, Director or member may be entitled.

### ARTICLE XIII

#### GENERAL PROVISIONS

1. Assignment. All of the rights, powers, obligations, easements and estates reserved by, or granted to, Developer or the Association may be assigned by the Developer or the Association, as the cases may be. After such assignment, Developer and/or Association shall be relieved and released of all obligations with respect to such right, power, obligation, easement or estate.

2. Amendment. This Declaration may be amended upon the recordation of an appropriate instrument in the Public Records of Alachua County, Florida; subject, however to the following provisions:

(a) Except as provided hereinbelow, an amendment initiated by any party other than Developer must obtain the approval of at least fifty-one per cent (51%) of the Owners; provided, however that until such time as the Developer relinquishes control of the Association, as described hereinabove, all amendments must include the joinder of Developer.

(b) This Declaration may be amended upon the initiation of Developer, at any time, upon approval of at least fifty-one percent (51%) of the Owners.

(c) This Declaration may be amended by Developer, at any time, without the joinder or consent of other Owners, mortgagees or any other party, for the purpose of subjecting additional real property to the provisions hereof, or the purpose of complying with governmental or lender requirements.

(d) Any amendment to this Declaration which would affect the Water Management System, including the water management portions of the Common Property, must have the prior approval of St. Johns Water Management District.

(e) Any duly adopted amendment of this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.

3. Duration. All of the covenants, restrictions and other provisions of this Declaration shall run with and bind the Property for a term of fifty (50) years from the date of recordation of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument executed by at least seventy percent (70%) of the then Owners, and

by all Institutional Mortgagees has been recorded, agreeing to change or terminate these covenants and restrictions.

4. Covenants Running with the Property. The agreements, covenants, conditions, restrictions, assessments, liens and other provision contained herein shall constitute a servitude upon the Property and each portion thereof, shall run with the Property, shall be binding upon the owners of any portion thereof, and shall inure to the benefit of Developer, the Association and the Owners of Parcels within the Property.

5. Enforcement of Declaration. The enforcement of this Declaration may be by proceeding at law for damages or equity to compel compliance with its terms or to prevent violation or breach of any of the covenants or terms herein. Enforcement may be sought by the Developer, the Association or any individual, and should the parties seeking enforcement be the prevailing party then the person against whom enforcement has been sought shall pay all costs and reasonable attorneys' fees at all trial and appellate levels to the prevailing party. The failure or refusal of Developer, the Association or any owner to enforce any of the provisions of this Declaration shall in no event be deemed to constitute a waiver of the right to do so thereafter. This right of enforcement shall likewise apply to any additional covenants, restrictions, reservations, assessments, liens and other terms and provisions additionally imposed.

6. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage paid, to the last known address of person who appears as an Owner or member on the records of the Association at the time of such mailing.

7. Severability. Invalidation of any one of the covenants or restrictions contained herein by judgement or court order shall in no way affect any other provision hereof, which shall remain in full force and effect.

8. Effective Date. This Declaration shall become effective upon its recordation and in the public records of the County.

IN WITNESS WHEREOF, Developer and the Association have caused this Declaration to be executed the day and year first above written.

Signed, sealed and delivered  
in the presenee of:

William K. Gordon

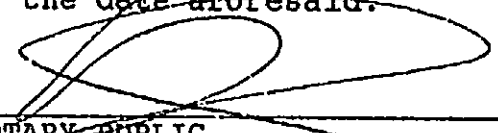
Rosellen V. Henderson

By Richard P. X. Min  
President (Association)  
President (Developer)

STATE OF FLORIDA  
COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me this 14th day of December, 1993 by Michael A. Shipman who ~~personally appeared~~ and executed the foregoing who are personally known to me (or produced as identification).

WITNESS my hand and official seal the date aforesaid.

  
NOTARY PUBLIC

My commission expires

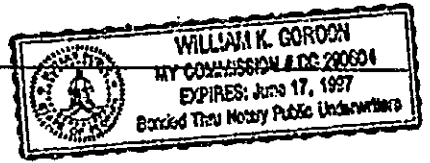


EXHIBIT "A"

Lots 1 - 16 of BRISTOL HARBOUR, a planned unit development as per the plat thereof recorded in Plat Book "Q" page 88 of the public records of Alachua County, Florida TOGETHER with the common areas described in said plat.



ARTICLES OF INCORPORATION

OF

BRISTOL HARBOUR PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I. TERM OF EXISTENCE

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

ARTICLE II. PURPOSE

The Association is organized for the purpose of maintaining common lands and common elements, collection of dues and the disbursement of funds necessary, management, maintenance, operation and care of real and personal property including but without limitation, all docks, parking areas, recreational storage area, common grounds, 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:

A. To fix and make assessments from each or the sixteen (16) property owners and collect the assessments that are due by any lawful means through any and all legal channels.

B. The Association may act on behalf of the homeowners to borrow any monies necessary for repairs and maintenance of common areas in an amount up to \$500.00. Any monies over \$500.00 must be voted by the majority of homeowners (one (1) vote per unit owner) to pay for maintenance and repairs.

C. To use and expand the proceeds of assessments and borrowing in a manner consistent with the purpose for which this Association is formed to pay for items such as: liability insurance, repairs of common elements, grounds maintenance, permits and fees and reserve funds for the replacement of parking lots, roofs, and exterior painting.

D. To review plans and specifications of proposed improvements whether they comply with the "DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE BRISTOL HARBOUR PROPERTY OWNERS ASSOCIATION".

E. To maintain, repair, replace, operate, and care for real and personal property, including but without limitation, any

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parking areas, docks, recreation storage areas, common grounds, 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 in a manner consistent with the permit issued by the Suwannee River Water Management District and the operation and maintenance plan attached thereto.

F. To purchase and maintain general liability insurance with general aggregate limits in the amount of \$1,000,000, each occurrence limit \$1,000,000, personal and property damage limit, any one person or organization \$1,000,000, medical expense limit any one person \$5,000, fire damage limit any one fire \$90,000 for any one unit.

G. To make, amend, impose, and enforce by any lawful means, reasonable rules and regulations for the use of the common areas and Association property as specifically stated in the covenants and restrictions for the Bristol Harbour PUD.

H. The President of the Association may contract for services with others for items such as dock renovation, parking lot maintenance, lawn maintenance, grounds maintenance, dock repairs, painting, well and septic repairs, as long as they are within the established budgets.

I. To do and perform anything required by these Articles, the Bylaws, or the Declaration to be done by the owner, but if not done by the owner in a timely manner, at the expense of the owner.

J. To do and perform any obligations imposed upon the Association by the Declaration or by any permit or authorization from any unit of local, regional, state or the federal government and to enforce by any legal means the provisions of these Articles, the Bylaws and the Declaration.

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

### ARTICLE III. MEMBERSHIP

Every person or entity who is, from time to time, the record owner of Lots 1 through 16 of Bristol Harbour PUD shall be a member of the Association. Membership will be appurtenant to, and may not be separated from the ownership at anytime. All voting shall be done at required homeowners' meetings as may be specified from time to time and must obtain a majority vote on any issue that may arise.

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#### ARTICLE IV. DIRECTORS

At the first annual meeting of the property owners Association, three (3) directors will be nominated and elected. The directors shall be for a term of three (3) years, at which time elections will be held for subsequent three (3) year periods.

##### 1. INITIAL CONTROL BY DEVELOPER.

Notwithstanding the other provisions contained in these Articles to the contrary, Shipman Investments Inc with offices at 10230 101st Avenue, P.O. Box 576, Earleton, Florida, 32631 or their successors in interest ("DEVELOPER") shall be responsible for the management and disbursement of monies from the Association account, as well as the management of all Association properties until the developer relinquishes that right or ceases to be the owner of any real property at Bristol Harbour PUD. The developer, prior to relinquishing control of the Association or otherwise allowing control to transfer to the directors of the Association, shall provide at least thirty (30) days written notice to the Suwannee River Water Management District, that all terms and conditions placed upon the developer by permits or authorizations from the Suwannee River Water Management District have been satisfied in full and that transfer is proposed to occur on a specific date.

#### ARTICLE VI. ASSESSMENTS

Initial monthly assessments of \$86.15 per month will be assessed each lot owner commencing at closing of their unit and at the first day of each month thereafter to pay for any and all Association related items as included in the Bristol Harbour PUD budgets for common elements and may be revised annually (increased or decreased) as budgetary restraints may require.

#### ARTICLE VII. SUBSCRIBERS AND INITIAL OFFICERS AND DIRECTORS

The initial officers shall be:

MICHAEL SHIPMAN - PRESIDENT  
WILLIAM K. GORDON - VICE PRESIDENT  
MARY SHIPMAN - SECRETARY  
MARY SHIPMAN - TREASURER

The initial directors shall be:

MICHAEL SHIPMAN  
WILLIAM K. GORDON  
MARY SHIPMAN

OR. 1952 PG2128  
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ARTICLE VIII. BYLAWS AND AMENDMENT OF ARTICLES

The Bylaws will be adopted and may be amended by the Directors or members, consistent with these Articles and the Declaration, at the annual meeting where a quorum must be present and a majority vote is obtained. If any proposed amendments or changes relate to any governmental agency, such as: Suwannee River Water Management District, Department of Environmental Regulation, Department of Natural Resources, Army Corp of Engineers or any local or state agency, the Association must, obtain the required agency approval prior to the Associations vote to amend the same. Amendments which directly or indirectly impact operation and maintenance of the surface water management system, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surface water management works, and preservation or conservation areas, wetlands and wetland mitigation areas which are owned by the Association or the owners in common, may be made after approval by the Suwannee River Water Management District. Such approval shall be in the form of a modification to any and all permits issued by the Suwannee River Water Management District under the lawfully adopted rules of the Suwannee River Water management District in effect at the time of application for such modification. Amendment to the 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 District within thirty (30) days of approval.

ARTICLE IX. REGISTERED AGENT AND OFFICE

The registered agent shall be William K. Gordon, Route 3 Box 3050, Melrose, Florida 32666, until such time as control is turned over to the members.

ARTICLE X. INDEMNIFICATION OF OFFICERS AND DIRECTORS

All officers and directors of the Bristol Harbour Property Owners Association will act in the best of their ability for the management of all common grounds and sixteen (16) unit owners and will be held harmless in any of their actions excluding fraudulent representation and criminal deeds.

ARTICLE XI. TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

The President, Vice-President, Secretary and Treasurer will be elected for three (3) year terms for the purpose of general management of day-to-day activities. The directors will be elected for three (3) year periods and will serve as the property owners' voice in any and all matters and will give

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recommendations to the officers as requested by the homeowners.

#### ARTICLE XII. DISSOLUTION OF ASSOCIATION

The Property Owners association may not be dissolved at any time, due to the fact that there will be governmental jurisdiction for the surface water management system, dock maintenance and repair, as well as the maintenance of the on-site sewage disposal system and the maintenance of the well water system on the property. The assessments may be eliminated if feasible, as long as the above are properly maintained.

##### 1. SURFACE WATER MANAGEMENT SYSTEM

Prior to dissolution of this Association, all property, interest in property, whether real, personal, or mixed, which is directly or indirectly related to the surface water management system, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surface water management works, and presentation or conservation areas, wetlands, and wetland mitigation areas which are owned by the Association or the owners in common, will be dedicated to the appropriate unit of government or otherwise transferred to 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 modifications 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.

#### ARTICLE XIII. DECLARATION OF INTENTION

It is the intention of the Property Owners Association and its officers to fully maintain and govern all common elements and affairs of the common properties of Bristol Harbour PUD.

##### EXHIBIT 1 ACCEPTANCE BY REGISTERED AGENT

IN WITNESS WHEREOF the undersigned subscribers have hereunto set their hand and seal this 30th day of September, 1993.

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BK

Signed sealed and delivered  
in the presence of:

Rosellen V. Henderson  
Witness - ~~Rosellen V. Henderson~~  
William K. Gordon  
Witness - ~~William K. Gordon~~

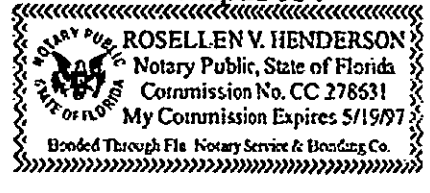
Michael Shipman  
MICHAEL SHIPMAN, Subscriber  
William K. Gordon  
WILLIAM K. GORDON, Subscriber  
Mary Shipman  
MARY SHIPMAN, Subscriber

STATE OF FLORIDA

COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me this 30th day of September, 1993, by MICHAEL SHIPMAN, WILLIAM K. GORDON and MARY SHIPMAN, who are personally known to me or produced \_\_\_\_\_ as identification and who executed the foregoing.

Rosellen V. Henderson  
ROSELLEN V. HENDERSON, NOTARY  
Notary Public: State of FL  
My Commission Expires:



BRISTOL HARBOUR ASSOCIATION

BUDGET

RESERVES	MONTHLY	ANNUALLY
DOCK REPAIRS	\$ 16.66	\$ 200.00
FENCE/WALL REPAIRS	16.66	200.00
PARKING LOT RESERVES	41.68	500.00
EXTERIOR PAINT	160.00	1,920.00
SEWAGE PUMPS	40.00	480.00
WELL PUMPS	40.00	480.00
TOTAL RESERVES	<u>\$ 315.00</u>	<u>\$ 3,780.00</u>
BUILDING		
BUILDING GROUNDS MAINTENANCE	\$ 400.00	\$ 4,800.00
COMMON AREA MAINTENANCE, DRAINAGE SYSTEM, SEWAGE DISPOSAL MONITORING	100.00	1,200.00
BEACH GROOMING	50.00	600.00
LIABILITY INSURANCE	333.34	4,000.00
FIRE INSURANCE	100.00	1,200.00
EXTERIOR LIGHTING AND PUMP ELECTRICITY	80.00	960.00
TOTAL OPERATING COSTS	<u>\$ 1,063.34</u>	<u>\$12,760.00</u>
<hr/>		
TOTAL OPERATING AND RESERVES . \$	1,378.34	\$16,540.00
<hr/>		
	MONTHLY	ANNUALLY
COST PER UNIT OWNER . . . . \$	86.15	\$ 1,033.75