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J.K. JESS IRBY, ESQ.
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This instrument prepared by:
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Jonesville, Florida 32669

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR AMARIAH PARK

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR AMARIAH PARK (hereinafter "Declaration") is made this 24th day of October, 2018, by G.W. ROBINSON BUILDERS, INC., a Florida corporation (hereinafter "Developer"), its principle place of business being 6208 NW 43rd Street, Gainesville, FL 32653.

RECITALS:

WHEREAS, Declarant is the owner of the following described property (hereinafter the "Property") located in Alachua County, Florida, to wit:

AMARIAH PARK, as per plat thereof recorded in Plat Book 34, page 23 of the Public Records of Alachua County, Florida.

NOW, Declarant hereby declares that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, conditions, and covenants (sometimes referred to as "Covenants and Restrictions"), 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 properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

"AMARIAH PARK" shall mean and refer to the residential community project to be built and developed upon the Properties.

"ARC" shall mean and refer to the Architectural Review Committee established in accordance with Article VII herein.

"Articles" shall mean those Articles of Incorporation for the Association, a copy of which is attached hereto as Exhibit "A".

"Assessment" shall mean and refer to any base, special, individual or other assessment established for and levied against each Lot, as such amount is determined by the Board of Directors of the Association from time to time.

"Association" and or "Community Association" shall mean and refer to AMARIAH PARK Owners Association, Inc., a Florida corporation not-for-profit, its successors and assigns.

"Board of Directors" shall mean and refer to the Board of Directors for the Community Association.

"Bylaws" shall mean those Bylaws for the Association, a copy of which is attached hereto as Exhibit "B".

"Common Areas" or "Open Space" shall mean any natural, recreational, or common open areas, either publicly or privately owned, set aside, dedicated, designated, or reserved for the private use or enjoyment of owners or occupants of land adjoining such open space, or for the public at large. The Declarant may hereafter convey additional portions of the properties to the Association to constitute additional Common Area, but shall have no obligation to do so.

"Common Expenses" shall mean and refer to all expenses incurred by the Association in connection with their ownership, maintenance and other obligations set forth under this Declaration, the Articles of Incorporation, or the Bylaws for the Association.

"Developer" and/or "Declarant" shall mean and refer to G.W. ROBINSON BUILDERS, INC., its successors and assigns.

"District" shall mean and refer to The Suwannee River Water Management District.

"Landscape Setback" shall mean and refer to the landscape setback shown on any plat of the property in which no natural vegetation shall be removed or disturbed with the consent and approval of the board of Directors.

"Limited Common Areas" shall mean those common areas (if any) which are so designated on the plat as reserved for the use of certain lots to the exclusion of other lots. Limited Common Areas shall be considered the same as Common Areas in these restrictions except to the Plat designation shall control in the event of any inconsistency.

"Lot" shall mean and refer to the building plots of land shown upon the recorded subdivision plat of the property.

"Member" shall mean and refer to all those Owners who are members of the Community Association as provided in Article III herein.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any interest in any lot.

"Property" and/or the "Properties" shall mean and refer to the above property and may mean any other property referred in the submission accepted or adopted by the Alachua County Board of County Commissioners or property later platted and expressly made subject to this Declaration or any Supplementary Declaration.

"Surface Water" or "Storm Water Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

"Transfer Date" shall mean and refer to that certain date when management and control of the Community Association will be turned over to the Board of Directors thereof by the Developer.

ARTICLE II APPURTENANCY OF COMMON AREAS AND PARTITION

Section 1. Appurtenancy of Common Area. All easements and other rights herein given to owners of lots, including the right to be Members in the Community Association, are hereby declared to be appurtenant to such property ownership and shall not be separately conveyed, encumbered or otherwise dealt with separately from the real property. Any instrument which purports to transfer and convey a lot (whether a deed, mortgage or other instrument), shall also convey all of the Owner's rights and easements hereunder, whether specifically mentioned or not. Once an owner

conveys title to his lot to some other person, or entity, he shall automatically lose his rights and easements hereunder, and the grantee of the Owner shall automatically become the new Owner subject to all rights and obligations of this Declaration.

Section 2. Waiver of Partition. The Developer, and each subsequent Owner of any interest in a lot and in the Common Areas, by acceptance of a conveyance or any interest transferring an interest, waives the right of partition of any interest in the Common Areas under the Laws of the State of Florida as it exists now or hereafter until this residential community project is terminated according to the provisions hereof or by law. Any owner may freely convey an interest in a lot subject to the provision of this declaration.

ARTICLE III COMMUNITY ASSOCIATION

Section 1. Purpose. The principal purpose of the Community Association is to perform the acts and duties desirable for residential community living as provided for in this Declaration, to own and hold title to all of the common areas, to administer and manage the Properties in accordance with the terms and conditions hereof and subject to the Articles of Incorporation and Bylaws, and to levy and enforce collection of assessments as are necessary to perform all of the said acts, duties and obligations, and all other duties herein expressly or impliedly imposed upon the Community Association.

Section 2. Membership. Every owner, including Developer, of any lots shall automatically be a Member of the Community Association. Such membership shall continue for so long as such ownership continues, under record of title, and shall automatically terminate when such person or entity no longer owns such interest.

Section 3. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person or entity holds an interest in any Lot all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to the ownership of any one lot. When subsequent lands of the Properties are subjected to this Declaration by platting of additional phases or units, all Owners of Lots in subsequently platted phases or units, with the exception of the Developer, shall be entitled to one vote for each Lot owned.

Class B. The Class B Member shall be the Developer and shall be entitled to Five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier.

- (a) When in each and every separately platted phase unit the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership (It being the declared intent of these covenants that for so long as the Developer retains a class B membership in any phase it shall be deemed to continue to have or retain a majority vote in every phase),
- (b) on January 1, 2038, or
- (c) Developer requests that Class B membership be converted to Class A membership.

Section 4. Board of Directors, Bylaws, and Rules and Regulations. All of the affairs, policies, regulations and property of the Community Association shall be controlled and governed by the Board of Directors thereof, which Board shall consist of any odd number of Members, no fewer than three (3) nor more than seven (7), the exact number to be determined by the Members of the Community Association prior to the vote therefore.

Such directors shall be elected annually by all Members entitled to vote, and need not be Members of the Association. Additionally, the Board of Directors may promulgate and enforce reasonable uniform rules and regulations which may be necessary or expedient for the general control, management and operation of the Properties in accordance with the

purposes and objectives of a planned residential community association and subject to the provisions of this Declaration. Each owner has the responsibility of abiding by the most current rules and regulations and has the responsibility for obtaining a copy of said rules and regulations from the Association.

Rules and regulations shall be adopted at any meeting of the Board of Directors, notice of which has been given to each Owner, in writing, by U.S. Mail, at the last address supplied the Association by the owner, said notice to be sent at least 10 days prior to said meeting.

Section 5. Commencement of Management. The provisions of this Declaration shall become applicable, effective and binding insofar as the management and operation of the Properties and the levying of assessments is concerned, whether or not actual management of the Properties is delivered and turned over by the Developer to the Community Association.

Upon turning over the management and operation of the Properties to the Community Association at the Transfer Date, or prior thereto, the Developer shall render an accounting to the Community Association and deposit with it any sums due the Community Association, and shall then automatically be released of any and all types of liability to Lot Owners and the Community Association.

While management, operation and control of the Properties and the Community Association remains in the Developer and is not turned over solely to the Community Association, to be administered by its duly elected Board of Directors, the said Board of Directors shall function, although the Developer shall have the right to overrule any decision of the Board.

Section 6. Duties of Association/Owners. The Association shall have all the powers conferred upon it by this Declaration, its Articles of Incorporation, and Bylaws and otherwise available under law. The Association shall have the duty to carry out all of the obligations placed upon it by this Declaration and for which it was created as set forth herein and in its Articles of Incorporation and Bylaws, including but not limited to, the duty to maintain the Common Areas, maintain the grounds and sprinkler systems, levy and collect assessments (and file and foreclose liens when appropriate), pay bills, taxes and expenses related to the Common Areas and improvements thereon, to pay Common Expenses, and to maintain such policies of insurance as required herein or as the Directors deem appropriate. The duties and powers of the Association shall be administered by the Directors. The Association, and ultimately the owner(s) of any real property located within the Association, shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system as required by the permit issued by the District and other applicable District rules. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted and/or required by the District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the District and by Alachua County. Management of the stormwater system (Basin #1) shall be in accordance with the approved Open Space Management Plan. A copy of the maintenance plan which includes with the estimated annual maintenance cost for the stormwater management system is attached hereto and incorporated herein by reference.

Section 7. Developer's Veto Power. The Developer must be given written notice of any and all meetings of the members and meetings of the Directors for the period between Developer turnover of the Association and the sale of the last lot by the Developer. Said notice must be sent via Certified Mail or delivered by hand delivery, must otherwise comply with applicable governing documents and law, and must set forth all matters that will be considered at the meeting with reasonable particularity. The Developer shall have the opportunity to, through its agents and representatives, participate in the discussion of any action, policy, or program to be implemented by the Directors or Association. The Developer shall have the power and authority to veto any action approved by the Directors or the Members. This veto power must be exercised at or before the meeting or within ten (10) days when the action, policy, or program will be considered. If any action, policy, or program is to be implemented without a meeting, then the Developer must receive thirty (30) days notice prior to the date of implementation of the action, policy, or program and the Developer may exercise its veto right within the thirty (30) days following its receipt of the notice. The Developer's veto power shall not require the Directors to take any affirmative action.

Section 8. Suspension of Membership Rights. No Member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Association or any right with respect to the Common Areas, 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 in the payment of any Assessment levied by the Association, 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 privileges of a Member.

ARTICLE IV PROPERTY RIGHTS

Section 1. Member's Easements of Enjoyment. Subject to the provisions of Section 3 hereof, every Member, including Members owning Lots in subsequent phases of the Properties subjected to this Declaration, shall have a perpetual nonexclusive right and easement of enjoyment in and to the Common Areas, and such easement shall be appurtenant and shall pass with title to every Lot. This right is further subject to the following provisions:

- (a) The right of the Association to suspend voting rights and right to use of the recreational facilities, if any, by an Owner for any period during which any assessment against his lot remains unpaid.
- (b) The right of the Community Association, subject to this Declaration, to fine the Owner for any violation of this Declaration and/or the rules and regulation established by the Community Association through their Board of Directors.
- (c) The right of the Community Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members of the Association.
- (d) The right of the Community Association to consent on behalf of the Owners to lot replats.

Section 2. Delegation of Use. An Owner may delegate his right of enjoyment to the Common Areas and facilities, if any, to the members of his family, his tenants, or contract purchasers who reside on the property. However, if an owner leases his residence, the tenant shall automatically be entitled to use of the Common Areas and Owner's right shall automatically cease during the term of the lease.

Section 3. Title to Common Areas. The Developer shall convey legal title to the Common Areas to the Community Association, subject to provisions made in Article III, Section 5. The Community Association shall hold title to such Common Areas for the use and benefit of all Members of the Association.

Section 4. Condemnation of Common Areas/Application of Condemnation Proceeds. In the event all or a portion of the Common Areas shall be condemned and taken by public authority having the power of eminent domain, all proceeds as a result of such condemnation shall be paid to and held by the Community Association for the use and benefit of the Members of the Community Association. All such condemnation proceeds shall be utilized to restore the Common Areas to the condition existing prior to such condemnation, insofar as reasonable.

ARTICLE V EASEMENTS GRANTED AND RESERVED

Section 1. Easements for Utilities and Services, Encroachments and Maintenance by the Community Association. The Developer hereby reserves the right to grant the easements described below upon the Common Areas, and reserves unto itself, its successors and assigns, the right to grant further similar easements until the Transfer Date, and after the Transfer Date, the Community Association shall automatically succeed to the right to grant such easements:

- (a) An easement or easements on, upon, across, through and under the Common Areas (which easement may include reasonable rights of access for persons and equipment necessary to accomplish such purposes) to provide, repair and maintain the equipment required to provide utility services, including without limitation, power, electric, light, telephone, gas, water and sewer, drainage, cable television, and any other utility or service upon or for the benefit of any part of the Properties. This reservation and right to maintain reasonable standards shall not be considered an obligation of the Developer to provide or maintain any such service.
- (b) An easement or easements in favor of Alachua County, or the City of Gainesville, Florida, or any agency thereof, or any franchised, private or public utility, for access and for the providing and maintaining of any municipal services to the Properties, including without limitation, garbage and trash collection, cable television, police and fire protection. In addition, an easement is granted to Alachua County for the purpose of allowing it to exercise its right of maintenance of the Common Areas in the event of default of same by the Community Association. No such easements hereby given or granted in this Article V shall be construed as permitting the Public to come upon the Properties and the same shall be used only for the purpose of furnishing and servicing such services by the duly designated employees of those governmental authorities or other suppliers providing same.
- (c) An easement or easements in favor of the Association, its agents, employees, contractors, successors and assigns to enter upon any lot at any reasonable time to determine compliance with this or other provision of these covenants and to perform the powers granted the Association and an easement is expressly granted for such purpose. Nothing here shall give the Association the right to enter a lawfully occupied dwelling or building or vehicle.

Section 2. Establishment of Easements. All easements, as provided for in this Article, shall be established by one or more of the following methods:

- (a) By specific designation of an easement on the recorded plat.
- (b) By a reservation of specific statement providing for an easement in the deed of conveyance of a given Lot.
- (c) By a separate instrument to be subsequently recorded by the Developer, or
- (d) By virtue of the reservation of rights set forth in this Article V.

Section 3. Emergency Right-of-Way. In the case of any emergency originating in, threatening any Lot or improvement thereon, regardless of whether the Owner is present at the time of such emergency, the Directors or any other person authorized by it, shall have the right, but not the obligation, to enter such Lot and/or Improvement for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate.

ARTICLE VI ASSESSMENTS

Section 1. Authority. The Association shall be empowered to make and collect Assessments. Such Assessments shall be made and collected in accordance with this Declaration, the Bylaws of the Association and such resolutions, rules and regulations as the Directors may from time to time adopt.

Section 2. Base Assessments. Base Assessments shall be determined annually for the purpose of maintenance and management of the Association, the Common Areas, and for the purpose of promoting the safety and welfare of the Owners. Maintenance and management expenses include, but are not limited to, the cost and expense of operating, maintaining and managing the Association and the Common Areas; property taxes and governmental assessments against the Common Areas; insurance coverage for the Common Areas; legal and accounting fees; management fees;

maintenance, repairs and replacements of systems and equipment; charges for utilities used upon the Common Areas; cleaning services; expenses and liability incurred by the Association in the enforcement of its rights and duties under this Declaration; the creation of reasonable reserves; and all other expenses deemed by the Directors to be necessary and proper for the maintenance and management of the Association or reasonably necessary for the Association to implement the duties and responsibilities imposed upon it by this Declaration, its Articles of Incorporation and its Bylaws.

Section 3. Computation and Collection of Base Assessments. The Association, by and through the Directors, shall annually establish the expenses it expects to incur in the period of time involved therein and may assess the Members sufficient monies to meet this estimate. All Lots shall be assessed at a uniform rate to be determined by the Directors so that all Lots subject to a Base Assessment shall be assessed equally. Should the Directors at any time determine that the assessments made are not sufficient to pay the expenses, the Directors shall have authority to levy and collect additional Base Assessments to meet such needs. The Base Assessments shall be collectible monthly, quarterly, semi-annually or annually, as the Directors shall determine. The Base Assessments shall be considered delinquent if not paid by the due date established by the Directors. The Association shall provide each Owner with notice of the Base Assessment levied against each Lot and the date(s) when the Base Assessment (or installments) are due. Past due payments shall accrue interest at the maximum rate permitted by law from the due date until paid, and any payment not made within fifteen (15) days of the due date shall be subject to a late charge of twenty-five dollars (\$25.00).

Section 4. Special Assessments. The Association, by and through the Directors, may levy a Special Assessment against each Lot for those items deemed necessary and advisable by the Directors which may include, but not necessarily be limited to, the acquisition of property by the Association, defraying the cost of construction of improvements to the Common Areas, the cost of construction, reconstruction, unexpected repair or replacement of an improvement, including the necessary fixtures and personal property related thereto, and any other non-recurring expense deemed appropriate by the Directors. A Special Assessment shall be collectible in such manner as the Directors shall determine. When a Special Assessment exceeds \$2,500.00 per Lot, it shall require the approval of a majority vote of the Members. The Association shall provide each Owner with notice of the Special Assessment levied against each Lot and the date(s) when the Special Assessments (or installments) are due. Past due payments shall accrue interest at the maximum rate of interest permitted by law from the due date until paid, and any payment not made within fifteen (15) days of the due date shall be subject to a late charge of twenty-five dollars (\$25.00). The Developer shall have the right to approve all Special Assessments before they are made. This right of approval of Special Assessments by Developer shall end upon the turnover of the Association. Notwithstanding anything contained in this Declaration, the Developer shall never be obligated to pay any Special Assessments.

Section 5. Individual Assessments. If an Owner fails to perform required maintenance, repairs or replacements, within or without the Lot, the Association shall send the Owner written notice of such failure and allow the Owner fourteen (14) days to remedy such failure. If the Owner does not complete the required maintenance, repairs or replacements within fourteen (14) days of the date the notice is sent, then the Association, by and through the Directors, may perform the maintenance, repairs or replacements and levy and collect an Individual Assessment against a particular Lot for the cost of maintenance, repairs or replacements, within or without the Lot, which the Owner thereof has failed to perform. The Association has the right of entry onto each Lot to perform necessary maintenance, repairs or replacements, including the right to abate or eliminate any nuisance. The Developer, Association, Directors, or their agents or assigns shall not be liable to the Owner for trespass or for damages to property or person when maintenance, repair, or replacement is undertaken pursuant to this Section. The Individual Assessment shall include an administrative fee charged by the Association in an amount to be determined, from time to time, by the Directors at its sole discretion. All Individual Assessments shall be collectible in the same manner as a Base Assessment and shall constitute a lien on the Lot if unpaid. The Association shall provide the Lot Owner with notice of the Individual Assessment levied

against such Lot and the date(s) when the Individual Assessments are due. Past due payments shall accrue interest at the maximum rate of interest permitted by law from the due date until paid, and any payment not made within fifteen (15) days of the due date shall be subject to a late charge of twenty-five dollars (\$25.00).

Section 6. Creation of Lien and Personal Obligation for Assessments. The Developer, as owner of the Property, hereby covenants, and each Owner of any Lot now or hereafter existing within the Property, by acceptance of a Deed (or other instrument of conveyance) therefore, whether or not so stated therein, covenants and agrees to promptly pay to the Association all Assessments levied or assessed against each such Lot. The obligation of an Owner for Assessments, except as to the Developer, shall commence as to each Lot owned by an Owner upon the acquisition of title to that Lot by such Owner. All Assessments made and levied by the Association, as to each Lot, together with interest, late charges, costs and reasonable attorneys' fees for collection thereof, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such Assessments, interest, late charges, costs and reasonable attorneys' fees are levied, and shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment became due. Subject to the provisions of this Declaration partially protecting institutional first mortgagees, the personal obligation for delinquent Assessments shall pass to the successors in title of such Owner (but without release of such Owner). Each Owner of a Lot as described and depicted on the plat for the Property shall be responsible for the Assessment levied upon said Lot notwithstanding any subsequent consolidation or combining of multiple Lots into a new lot.

Section 7. Non-Payment of Assessments. If any Assessment or any installment thereof shall not be paid within thirty (30) days after the due date, the Association may, at any time thereafter, accelerate the entire amount due for the period for which the Assessment was made and declare the same immediately due and payable. The Association may also record a Claim of Lien in the Public Records of Alachua County, Florida. The Association may bring an action to foreclose the lien against the Lot, and/or a suit on the personal obligation of the Owner. There shall be added to the amount of such Assessment the costs of such action (including reasonable attorneys' fees), and in the event a Judgment is obtained, such Judgment shall include interest on the Assessment, late charges, reasonable attorneys' fees and costs of the action.

Section 8. Partial Subordination of Lien to Institutional First Mortgagee. Subject to any limitations set forth in Florida Statutes, an institutional first mortgagee who acquires title to a Lot by foreclosure or by deed-in-lieu of foreclosure is liable for the unpaid Assessments that became due prior to the institutional first mortgagee's receipt of the instrument conveying title.

Section 9. Assessment Status Certificates. Upon written request of the Owner, any prospective mortgagee or bona fide purchaser of a Lot, delivered to the Association at its registered office, the Association shall, within ten (10) days thereafter, certify to such person giving written request, whether any Assessments have been made as to such Lot that remain unpaid and the amount thereof. If the information provided is relied upon by the prospective mortgagee or its purchaser to its detriment, it shall become binding upon the Association even though such information may later be discovered to be inaccurate. The Association may charge a fee for this certificate, which amount shall be established and adjusted from time to time by the Directors.

Section 10. Exempt Property. The Common Areas and any property owned by the Developer shall be exempt from Base, Special, and Individual Assessments and from the liens created herein. Except as provided in this Paragraph, no other Lot or property is exempt from Base, Special, or Individual Assessments. No Owner may avoid the obligation for the payment of assessments by virtue of non-use or abandonment of the Common Areas.

ARTICLE VII ARCHITECTURAL CONTROL

Section 1. Architectural Review Committee. The initial Architectural Review Committee (ARC) shall be composed of members selected by the Developer. Subject to Section 3. below, the ARC shall assign its powers and obligations to the Community Association. However, so long as the Developer holds any ownership interest in any lot, any and all changes in the membership of the ARC must be approved by the Developer.

Section 2. Rules and Regulations. The ARC may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications 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 3. Membership and Procedure. The ARC shall be composed of three (3) persons appointed by the Declarant. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. So long as Declarant owns at least two lots in the Properties, Declarant shall have the right to appoint all members of such committee. At any time after Declarant has sold all lots or has waived, in writing, its right to appoint such committee members, the then record Owners of a majority of the lots shall have the power and the right through a duly recorded written instrument to elect members of the committee, to change the membership of the committee or to restore it to any of its powers and duties.

Procedure. The ARC's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within forty-five (45) days after the plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 4. Enforcement. Right to Remove or Correct Violations. In the event any building, fence, wall, mailbox or other improvement or structure or plant material shall be commenced, erected, moved or maintained or planted upon the Properties in such manner that it is not in accordance with the provisions of this Article then the same shall be considered to have been undertaken in violation of this Declaration, and upon written notice from the ARC, such building, fence, wall or other structure or plant material shall be removed or maintained as here required. If said violation is not terminated within fifteen (15) days from receipt of written notification, sent to the Owner of record where such violation exists, then the Community Association shall have the right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article, or any other provisions or requirements of this Declaration, exist on said lot and neither the Community Association, nor any agent nor employee, shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection. Any violations shall be reported to the Board of Directors and the Community Association shall have all legal rights provided elsewhere in the covenants to enforce these provisions.

ARTICLE VIII RESTRICTIVE COVENANTS

Section 1. The use of the Properties shall at all times conform to the following restrictive covenants.

- (a) **RESIDENTIAL USE.** All lots shall be used for private single family residential purposes only, and no trade or business of any kind may be carried on that will increase traffic in the development. Lease or rental of a residence shall not be a violation of this covenant. The foregoing shall not prohibit the Developer from using lots or residences as models or offices.

- (b) RIGHTS OF DEVELOPER. The Developer shall have the right to maintain upon any portion of the Properties (including, without limitation, Common Areas) sales, administrative, construction or other offices, signs and other promotional equipment and apparatus without charge. Appropriate easements of access are expressly reserved to the Declarant, its successors, assigns, contractors, employees and invitees for the above purposes.
- (c) INDEMNITY FOR DAMAGE. Nothing shall be done or kept on any lot or the Common Areas, or any part thereof, which would be in violation of any statute, rule, regulation, permit or other validly imposed requirement of any governmental body. The Owner shall indemnify and hold the Community Association and the other Owners harmless against all loss resulting from any damage or waste caused by him, his tenants or invitees. The Community Association has the right to assess an Owner for any such damage.
- (d) NOXIOUS ACTIVITIES. Except for the activities of the Declarant during construction or except with the prior written approval of the Community Association, no noxious or offensive trade or activity shall be carried on, upon or within the Properties, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood. No burning of any trash and no accumulation or storage of litter, lumber, scrap materials, waste, new or used building materials, or trash of any other kind shall be permitted on the Properties.
- (e) SIGNS. Except for rights reserved to the Developer, no signs of any kind shall be displayed to the public view on the properties without the prior written consent of the Community Association, except the name and address signs approved by the Board of Directors and signs erected by the Developer identifying the AMARIAH PARK project or areas thereof. When any residence and/or lot is for sale or rent the Owner thereof shall be permitted to advertise same by erecting on the Lot one "FOR SALE" or "FOR RENT" sign approved by the Association and in a location satisfactory to the Association.
- (f) LAND USE AND BUILDING TYPE. Unless otherwise specifically allowed or permitted under these covenants, no structures shall be erected, altered, placed or permitted to remain on any lot other than single-family dwellings not to exceed two stories. No duplex residence, garage apartment, or apartment house shall be placed on or allowed to occupy said land. No structure of a temporary character, trailer, tent, motorized home, shack, garage, barn, or other outbuilding shall be used at any time for a residence either temporarily or permanently. Nothing here shall prevent use of temporary structures or vehicles during construction.
- (g) GARAGE. Unless an alternative storage area is approved in writing by the Architectural Review Committee, each home shall have an attached two or three-car garage. No garage shall be permanently enclosed or converted to another use without the substitution of another enclosed automobile storage area being previously erected on said lot. No carports shall be permitted and all garages shall contain at least 400 square feet of usable space appropriate for parking automobiles. All garages must have doors that shall be maintained in a useful condition and shall be kept closed when not in use.
- (h) OUTBUILDINGS, TV and RADIO ANTENNAE. No outbuilding, TV or radio antennas shall be erected placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Review Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location of improvements with respect to topography and finished grade elevation. The Architectural Review Committee reserves the right to refuse permission for any and all outbuildings, TV or radio antennae. Approval shall be as provided ARTICLE VII Section 3 above. Metal, plastic or composite sheds are expressly prohibited unless same are site built, conform to the construction of the home and are approved by the ARC. Unless approved in writing by the Architectural Review Committee, no masts, towers, poles or radio, or television antennas or satellite dishes shall be constructed or maintained in such manner as to be visible from the roadways or adjacent lots.
- (i) APPROVAL OF STRUCTURE. No residence, structure, wall, swimming pool, mailboxes or other improvement, shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Review Committee's to quality of workmanship and materials, harmony of external design with the existing structures, and as to location of improvements with respect to topography and finished grade elevation. Approval shall be as provided in Article VII above. The Architectural Review Committee may require that no outbuildings or drives, walks, fences, walls or swimming pools be erected or constructed on any lot prior to the erection or construction of a permanent residence thereon.

- (j) BUILDING LOCATION. All buildings constructed on a Lot shall adhere to those specific building setbacks as more particularly set forth on the Plat for the Property. For the purposes of construing the covenants and restrictions contained in this Section, eaves and steps shall not be considered as a part of the building or dwelling. Should the topography or natural elements of a lot make it impossible to comply with these set-back lines, the owner of said lot may submit his case for a change from the above standards to the ARC who shall be empowered to issue a variance in regard to the setback measurements, as it may deem prudent. In addition, variances to required setbacks may need County approval.
- (k) RECREATIONAL, COMMERCIAL AND OTHER VEHICLES. No travel trailers, motorized homes, commercial vehicles, boats or trailers of any type shall be permitted to be placed upon any lot subject to these covenants, unless such shall be placed or parked in a fenced side yard or fenced rear yard of a lot, but not placed in the side yard of a corner lot on the side abutting a street. No wheeled vehicles of any kind or any other offensive objects may be kept or parked in a state of disrepair between the paved road and the residential structures. No automobiles, trailers, or boats shall be parked in the roadways or on the right-of-way adjoining the lots. For purposes of this paragraph, a vehicle that is a one ton or less truck used as transportation to and from the lot Owner's employment shall not be considered a commercial vehicle. No offensive advertising shall be permitted on any vehicle, private or commercial, parked in AMARIAH PARK. No vehicles, including service vehicles, shall be permitted to park on streets overnight or between the hours of 12:01 a.m. and 7:00 a.m.
- (l) MAINTENANCE OF LOTS AND IMPROVEMENT. All lots shall be kept mowed, maintained and free of debris at all times. All improvements shall be kept in a condition comparable to the condition existing at the time of its construction, excepting only normal wear and tear. It is expressly stated that different standards may be adopted for unimproved lots and those lots where construction is underway.
- (m) FENCES. The ARC shall adopt rules pertaining to fences. The right of the committee to require fences to be set back from property lines and to require vegetative screening and provisions for watering is expressly reserved.
- (n) CLOTHES DRYING AREA. No portion of the Property shall be used as a drying or hanging area for laundry of any kind, except as may otherwise be permitted by law. If required to be permitted by law, then such area shall not be visible from the street and the placement and screening of such area must be approved, in advance, by the ARC.
- (o) UTILITY LINES. All water, sewer, electrical, telephone, television, gas and other utility lines shall be placed underground. No antennas or satellite dishes of any kind shall be placed outside of any dwelling except with the written consent of the Architectural Review Committee and such committee shall have the right to refuse permission for any and all antennae or satellite dishes. No well of any kind shall be dug or drilled on any of the lots or tracts to provide water for use within the structures to be built. Nothing herein shall be construed as preventing the drilling of a well to be used exclusively for use in the yard and garden of any lot or tract or to be used exclusively for air conditioning. All sewage from any building must be disposed of through its sewage lines. No water from air conditioning systems, ice machines, swimming pools, or any form of condensate water shall be disposed of through the sewer system. Gainesville Regional Utilities, its successors and assigns, has a non-exclusive perpetual and unobstructed easement and right in and to, over and under property as described in, this Declaration and the plat of the Properties for the purpose of ingress and egress and installation and/or repair of water and sewage facilities.
- (p) AIR CONDITIONING UNITS/SOLAR COLLECTORS. No air conditioning unit may be installed in any window visible from any public street. No Solar collector may be installed that will be visible from any public street without approval of the Architectural Review Committee. Said Committee shall have the right to refuse permission for any and all solar collectors.
- (q) ROADWAYS, MOTORIST'S VISION. No one other than Declarant shall use any lot or any portion thereof for roadway purposes and no one, other than Declarant, shall construct a driveway upon any lot except to serve the lot upon which it is constructed. Unless approved in writing by the Architectural Review Committee, only one driveway per lot serving the garage on the lot shall be permitted.

- (r) DECORATIVE EXTERIOR TRIM. No Owner or tenant shall install shutters, awnings, or other decorative exterior trim, except with the consent of the Architectural Review Committee.
- (s) PETS. Unless otherwise required by applicable Federal or State law governing service animals, Owners may keep as pets only domesticated cats, dogs, birds, and other mammals. Owners may not keep more than five (5) pets per household. No Owner may keep exotic cats, non-human primates, horses, fowl, reptiles, obnoxious animals or other farm livestock or other zoo-type animals on the Property. The determination of what is or what may be an obnoxious animal, fowl or reptile shall be determined by the Directors in their sole and absolute discretion. Pets must be on a leash at all times when outdoors except if the pet is contained in a fully fenced yard. It shall be the Owner's obligations to remove and otherwise properly dispose of their pet's waste material from the Common Areas, streets, sidewalks, the Owner's Lot, and the Lots of other Owners and failure to remove and dispose of the pet's waste material shall be deemed a nuisance. Unless otherwise required by applicable Federal or State law governing service animals, the Directors shall have the right to order the removal of any pet which, in the Directors' sole and absolute discretion, is considered a nuisance and the same shall be done without compensation to the Owner.
- (t) TRASH AND GARBAGE. No garbage, trash, refuse, rubbish or other waste materials may be deposited, dumped or kept on any Lot except in sanitary containers. Trash containers must be kept within the garage or otherwise hidden from public view (within fencing, landscaping, or masonry wall) except on pick-up days.
- (u) REPAIRS OR RESTORATION. No repairs or restoration of any automobile, motor vehicle, boat, camper, trailer or other vehicle shall be permitted on the Properties except for emergency repairs thereto and then only to the extent necessary to enable movement of such vehicle to a proper repair facility, unless such repairs or restorations are done in a garage.
- (v) WINDOW COVERING AND REFLECTIVE MATERIAL. No structure shall have any aluminum or reflective foil or other material placed in any window or glass door or any reflective substance placed on any glass. Within thirty (30) days of taking possession of a residence, the Owner shall cause all windows facing a street to be furnished with lined draperies (no colors) or blinds (no colors) for the purpose of providing a harmonious outside appearance.
- (w) BASKETBALL HOOPS/BACKBOARDS. No basketball hoop/backboard shall be affixed on the street side of any home. No permanent basketball hoop/backboard shall extend beyond the portion of the home closest to the street. No temporary or portable basketball hoop/backboard shall be kept or stored during nighttime hours beyond the portion of the home closest to the street. No temporary or portable basketball hoop/backboard shall be placed in any portion of the road right of way. (note: Typical road right of way is 11 feet behind the curb). The ARC may impose additional restrictions upon the location of basketball hoops/backboards.
- (x) TREE REMOVAL RESTRICTIONS. Healthy flowering trees having a diameter of two inches or more or other healthy tree varieties having a diameter of 6 inches or more may not be removed from any lot without prior written approval of the Architectural Review Committee. Approval by the Architectural Review Committee of building plans shall be considered approval to remove trees necessary for the construction of the home and appurtenant structures and improvements as well as related driveways and walkways. In addition to the foregoing, tree removal is also subject to County regulations and tree removal permitting for trees 20-inches dbh and greater.
- (y) IRRIGATION. Outdoor water conservation shall be maximized. Irrigation shall be minimized and permanent high volume irrigation systems (containing emitters with flow rates exceeding 0.5 gallons per minute) shall not exceed 60% of the total landscaped area. This requirement excludes vegetable gardens and fruit trees on lots. Irrigation systems must be operated in accordance with the Alachua County Irrigation Conservation Standards and Management Practices Code, Chapter 79. The use of microirrigation (such as drip and micro-sprays), un-irrigated landscaped beds with drought tolerant native vegetation, and un-irrigated turf areas (with varieties such as Bahia grass) can help meet these water conservation goals. All landscapes shall be designed and built to Florida Water StarSM or similar standards.
- (z) SQUARE FOOTAGE. With the exception of Lots 27-46 which shall require single family residences to have a minimum of 1,600 square feet of living area, all other single family residences to be constructed on any other Lot in the subdivision shall contain not less than 2,200 square feet of living area; exclusive of un-air conditioned porches and garages.

- (aa) LOT RENTALS. No Lot shall be leased or subleased for a term of less than one (1) year. All leases must be written leases and the Owner shall provide the Association with copy of the fully executed lease within three (3) business days of execution of the lease. All tenants and their guests and invitees shall be subject to the restrictions contained in the Association governing documents, including this Declaration. Notwithstanding the foregoing, no Lot shall be utilized for rentals resulting from advertisement on websites such as Airbnb, VRBO or other similar vacation rental websites.
- (bb) BANNERS AND PENNANTS. No banners or pennants shall be permitted except upon the prior written consent of the Association.
- (cc) MAILBOXES. Mailboxes will be clustered and will be provided by the developer. No individual mailboxes will be allowed.
- (dd) DRAINAGE SYSTEMS AND STRUCTURES. No Owner shall interfere with the operation of any storm water or drainage system or structure, including obstruction or modification of such system or structure, regardless of whether such structure is located on a Lot or on the Common Areas.
- (ee) DRIVEWAYS. Approved materials for driveways is concrete pavers. Other materials may be permitted upon written approval of the Architectural Review Committee.
- (ff) LANDSCAPE. Only Zoysia or St. Augustine grass are permitted sods to be installed. No owner shall plant or allow to be planted any plants in the front and side yards of his property, that detract from the visual harmony of the property. Any proposed plantings of the front or side yards of any property, other than those initially approved by the Architectural Review committee, Declarant or Builder, shall require approval from the Architectural Review Committee prior to planting. Yard ornamentation, such as flagpoles, fountains, bird feeders, bird baths, sculpture, accent lighting and pottery shall not be allowed in front or side yards of any Lot, unless approved in writing by the Architectural Review Committee.

**ARTICLE IX
ADDITIONAL ENFORCEMENT PROVISIONS**

Section 1. Compliance by Owners. Every Owner and Tenant shall comply with the restrictions and covenants set forth herein and any and all reasonable rules and regulations that from time to time may be adopted by the Board of Directors of the Community Association.

Section 2. Procedure. Any Owner who wishes to report a violation of these restrictions or the rules and regulations shall do so in writing to the Board of Directors. The Board of Directors shall write a letter to the offending Member/Owner and such letter shall set forth the infraction and a time period by which such Member/Owner shall bring himself in compliance with these restriction and/or rules and regulations. In the event the Member/Owner does not comply fully by the date set forth in the Board's letter, the Board may take any of the enforcement actions set forth below.

Section 3. Enforcement. Failure of an Owner or Tenant to comply with such restrictions, covenants or rules and regulations shall be grounds for action by any Owner or the Community Association which may include, without limitation, any action to recover sums due to damages, injunctive relief, or any combination thereof, and the Association shall have the right to suspend the voting rights and use of the Common Areas by the Owner and/or Tenant as it shall determine.

Section 4. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of any Owner, his family, guests, invitees, tenants or employees, to comply with any covenants, restriction, rule or regulation, provided the following procedures are followed:

- (a) **Notice.** The Association shall notify the Owner of the infraction(s). Included in the notice shall be date and time of the next Board of Directors meeting at which time the Owner shall present reason why penalties should not be imposed.
- (b) **Hearing.** The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. Any party charged shall be entitled to cross-examine witnesses and may be represented by counsel. A written decision of the Board of Directors shall be submitted to the owner not later than twenty-one (21) days after the Board of Director's meeting.
- (c) **Fines.** The Board of Directors may impose a special assessment against the lot owned by the Owner as follows: (1) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00). (2) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00). (3) Third and subsequent non-compliance or violation or violations which are of a continuing nature, a fine not in excess of One Thousand dollars (\$1,000.00). In the event fines may be limited by statute, the fines shall be as set forth here or as limited by statutes, whichever shall have the lower limit.
- (d) **Payment of Fines.** Fines shall be paid not later than thirty (30) days after the notice of imposition or assessment of the penalties.
- (e) **Collection of Fines.** Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth in Article VI hereof.
- (f) **Application of Fines.** All monies received from fines shall be allocated to the reserve for the replacement fund.
- (g) **Non-Exclusive Remedy.** These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Community Association may otherwise be entitled.
- (h) **Additional Remedy for Violations of Article VIII (1).** If a lot is not maintained as required by Article VIII (1), the Board of Directors may after 10 days notice by mail or posting on the property, have the yard mowed and or cleaned and impose a lien on the lot for the costs thereof. This process and procedure shall be utilized in lieu of the process and procedure described above provided that the cost for each mowing and or cleaning shall not exceed \$100.00.

Section 5. The Suwannee River Water Management District and Alachua County (County) shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in these Covenants and Restrictions which relate to the maintenance, operation and repair of the surface water or storm water management system as well as any and all other provisions contained in these Covenants and Restrictions that in any way relate to the permit issued by the District. The District's and County's right to enforce these Covenants and Restrictions by proceedings at law or in equity shall survive any dissolution of the Association and may be enforced by the District or County against the Association and/or the Owner(s). Should the District or County bring an action at law or in equity to enforce any provision of these Covenants and Restrictions and should it be determined in any such proceedings that the Association or any owner(s) breached any of the provisions of these Covenants and Restrictions or failed to completely and timely comply with any of these Covenants and Restrictions, the District or County shall be entitled to an award of attorneys' fees and costs incurred by the District or County in such proceedings which shall include attorneys' fees and costs incurred in any administrative and appellate proceedings. The District or County shall have the right to file a lien in the public records of Alachua County, Florida for any such attorneys' fees and costs awarded to the District or County by any court or administrative body.

Section 6. Duration and Remedies for Violation. The Covenants and Restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of, and be enforceable by, the Developer, the Association and/or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date that this Declaration is recorded, after which time said Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years. Violation or breach of any condition, covenant or restriction herein contained shall give the Developer and/or Association and/or Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants and restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said Covenants and Restrictions. Expenses of litigation shall include a reasonable attorney's fee incurred by the Developer and/or Association and/or Owner(s) in seeking such enforcement. If litigation is not instituted, the Owner will be responsible for the costs of any and all other enforcement action, including administrative fees, reasonable attorney's fees, and costs. The Directors may also levy fines, as permitted by Florida Statute §720 (2017). Failure to take enforcement action for a violation does not result in a waiver of enforcement against that violation or future violations.

Section 7. Sales Agency and Signs. Notwithstanding anything to the contrary contained herein, or contained in any other covenants or restrictions affecting the Property, the Developer and/or the original builder may maintain a sales agency office and/or model home, together with a sign or signs on Lots of its choosing within the Project, so long as the Developer and/or any original builder shall own any Property subject to this Declaration.

Section 8. Notices. Any notices required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage pre-paid, to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing. If the Member or Owner has not provided an address to the Association, then it shall be presumed that the Member or Owner's address is the Lot address.

ARTICLE X DESTRUCTION OF IMPROVEMENTS AND INSURANCE

Section 1. Ownership and Maintenance of Insurance by Community Association. It is hereby declared to be reasonably desirable, and necessary for the proper preservation and enforcement of the values and amenities in AMARIAH PARK to make certain that proper Insurance is carried and maintained at all times hereinafter stated. In other provisions of this Declaration, the Community Association is charged with the obligation and duty of maintaining the Common Areas and any and all capital improvements. It is therefore proper and acceptable that the Community Association own and maintain insurance covering the Common Areas and any and all capital improvements.

The Community Association shall therefore obtain extended coverage insurance and vandalism and malicious mischief insurance with a reputable insurance company authorized to do business in the State of Florida and acceptable to holders of institutional first mortgages on the capital improvements, if any, insuring all the insurable improvements erected in AMARIAH PARK. Such insurance shall be for the full replacement value of such improvements, and the premium for such coverage and all other insurance deemed desirable by the Community Association shall be assessed against the Owners as part of the annual assessment. The Community Association shall annually make a survey and thereby determine replacement costs for insurance purposes for all then existing improvements for the ensuing year on the basis of the said survey, or if none is made, then on the basis of the preceding year's insurance coverage, with adjustments for inflation or other criteria. The Community Association shall continue to maintain the necessary fire and extended coverage and vandalism and malicious mischief insurance to assure complete replacement or repair to improvements as herein set forth. The original policy of insurance shall be held by the Community Association, with the holders of institutional first mortgages to be named in the policy as their interests may appear, and certification of such insurance shall be furnished to them.

Section 2. Occurrence of Loss. In the event a loss occurs to any improvements within the Common Areas to any improvements, payments under the policy shall be made jointly to the Community Association and to the holders of institutional first mortgages on capital improvements, if any. Said proceeds shall be expended or disbursed as follows:

- (a) All Community Association officers and employees handling funds shall be bonded at least to the full extent of the insurance proceeds and other funds on hand, and all payees on the insurance check shall endorse the same over to the Community Association, and the Community Association will promptly contract for the necessary repairs to the improvements within the Common Areas.
- (b) The improvements shall be completely restored and repaired. The Community Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis and shall disburse the insurance proceeds and other funds in accordance with the progress payments contained in the contract between the Community Association and the contractor, which construction contract shall be subject to written approval of the holders of institutional first mortgages where applicable. Under all circumstances the Community Association shall have the authority to act as agent for all Owners for the purpose of compromising or settling insurance claims for damage to improvements within the Common Areas. In the event the costs of replacement, repair or rebuilding of improvements on the Common Areas either exceeds the insurance proceeds available therefore or no insurance proceeds are available, the deficiency or full costs thereof shall be assessed to the Owners.

Section 3. Liability Insurance. The Community Association shall also obtain full and complete public liability insurance covering all of the Common Areas and insuring the Community Association and all of the owners as its and their interests may appear in the minimum amounts of \$1,000,000 for injury to one person, \$1,000,000 for injury to all persons arising out of a single incident, and \$100,000 property damage.

Section 4. Owner's Obligations to Reconstruct or Repair. If any part of an Owner's dwelling shall be damaged by casually, Owner agrees to diligently reconstruct or repair the damaged property. Such reconstruction or repair shall be according to plans and specifications approved by the ARC and the Association, which approval shall be in conformity with the Architectural Planning Criteria. If the dwelling damage is so extensive as to not justify reconstruction or repair, the Owner is obligated to demolish and remove all remnants, restoring the Lot to a cleared and clean condition.

Section 5. Time is of the Essence. In order to preserve and enhance property values and amenities within Amariah Park and contribute to the personal and general health, safety and welfare of the Owners and residents therein, any reconstruction or repair, or any demolition, clearing and cleaning, by an Owner shall commence as soon as reasonably possible and shall be carried out in a diligent fashion with no interruption of construction. In no event shall the commencement date be later than one hundred twenty (120) days from the date of casualty unless extended by written approval of the Association for good causes shown.

ARTICLE XI AMENDMENTS AND MODIFICATION

Section 1. Amendments. The covenants and restrictions of the Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-year period by an instrument signed by not less than seventy-five (75) percent of the Owners, of both classes of stock, and thereafter by an instrument signed by not less than seventy-five percent (75) percent of the Owners, by executing, in either case, a written instrument in recordable form setting forth such amendment and having the same duly recorded in the Public records of Alachua County, Florida. Notwithstanding the foregoing, the Declarant reserves and shall have the sole right to:

- (a) amend these covenants and restrictions so long as Declarant owns at least two lots within the subdivision and,

- (b) to release any building plat from any part of the covenants and restrictions which may have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if Declarant, in its sole opinion, deems such violations necessary for construction and/or marketing and sales.

Section 2. Right of Association To Merge. The Community Association retains the right to merge with any other homeowners association.

Section 3. Any amendment to these covenants which alter the surface water or storm water management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the Suwannee River Water Management District.

ARTICLE XII REMEDIES FOR VIOLATIONS

If any person, firm or corporation, or other entity shall violate any of these covenants or restrictions, it shall be lawful for the Developer or the Community Association to:

- (a) prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions,
- (b) maintain a proceeding in a court of competent jurisdiction against those so violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this provision shall be construed as cumulative to all other remedies now or hereafter provided by law. The failure of the Developer, its successors or assigns or the Community 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, or as to any other breach or violation thereof occurring prior to or subsequent thereto. In the event that the Developer or the Community Association shall prevail upon such proceeding for the recovery of damages, or enjoin violations, the lot owner shall be responsible for all costs and expenses incurred or paid by the Developer or Community Association in the prosecution of such proceeding, including a reasonable attorney's fees, and the Developer or Community Association shall be entitled to place a lien upon the property owned by the member, as provided in Article VI hereof to secure payment of such sums, should the lot owner fail to pay such costs and expenses within thirty (30) days from the entry of judgment or injunction

ARTICLE XIII SPECIAL TAXING DISTRICT

No agency or government will be requested to assume maintenance of the Common Areas; however, if for any reason it should become necessary that a public agency maintain such areas, or otherwise expend public funds, such costs shall be due and payable by individual Owners, and if unpaid, shall become liens on individual lots.

**ARTICLE XIV
RIGHTS OF DEVELOPER**

Developer and its successors and assigns will have the right to undertake the work of developing Lots and constructing homes and Improvements relating thereto. The completion of that work and the sale, rental and other disposal of Lots is essential to the establishment and welfare of the Project as a community. As used in this Declaration, the words "its successors and assigns" specifically do not include purchasers of individual Lots. In order that said work may be completed and the Project established as a fully-occupied community as rapidly as possible, no Owner, nor the Association, shall do anything to interfere with Developer's activities, including activities of the Developer relating to development, construction, sales, marketing, promotional activities and management. In general, the Developer shall be exempt from all restrictions set forth in this Declaration to the extent such restrictions interfere in any manner with Developer's plans for construction, development, use and sale of the Project.

**ARTICLE XV
MISCELLANEOUS PROVISIONS**

Section 1. Additional Covenants and Restrictions. No Owner(s) other than the Developer, without the prior written approval of the developer or of the Community Association, once the turnover to it has occurred, may impose any additional covenants and restrictions upon any portion of the Properties.

Section 2. 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.

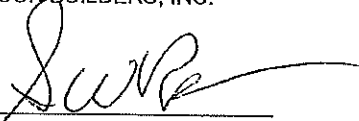
Section 3. Section Heading. The Section and Article headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretation thereof.

Section 4. Construction and Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose and intent of creating a planned residential community. Wherever 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 include all genders.

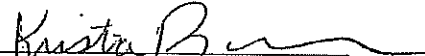
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IN WITNESS WHEREOF, the Developer has executed this instrument the day and year first above written.

G.W. ROBINSON BUILDERS, INC.

By 
G.W. Robinson
Its: President

Signed, sealed and delivered in our presence:


Witness #1 signature

KRISTIA BUCHANAN
Witness #1 printed name

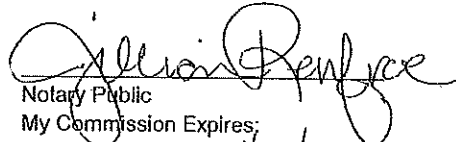

Witness #2 signature

Jillian Renfro
Witness #2 printed name

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 19 day of October, 2018, by G.W. Robinson, as President of G.W. ROBINSON BUILDERS, INC. who is personally known to me or who produced _____ as identification.

(Notary Seal)


Notary Public
My Commission Expires: 04/12/20

