

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2524633 1 PG  
Aug 25, 2009 04:08 PM  
BOOK 3903 PAGE 129  
J. K. IRBY  
Clerk Of Circuit Court  
Alachua County, Florida  
CLERK31 Receipt # 418861

This instrument prepared by:  
Kelley D. Jones  
1701 NW-80<sup>th</sup> Blvd., Suite 102  
Gainesville, FL 32606



2524633

1 PG

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ELLIS PARK SUBDIVISION**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ELLIS PARK SUBDIVISION, made on this 24<sup>th</sup> day of August, 2009 by ROBINSHORE, INC., a Florida Corporation, hereinafter referred to as "Declarant".

**WITNESSETH:**

WHEREAS, Declarant filed the "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ELLIS PARK SUBDIVISION" on June 10, 2004 which Declaration is recorded in Official Records Book 2932, Page 912 of the Public Records of Alachua County, Florida, and

WHEREAS Declarant also hereby declares that the following is added under Article VIII, Section 5 of said Declaration:

23. No home shall have aluminum or other reflective foil or other reflective material placed in any window or glass door. Non-reflective window tinting that is similar to Vista manufacture's category 31 or higher (like category 41) will be allowed on the interior of windows or door. For example, Category V34 allows 31% of the light through the window which means 69% is blocked. Category V41 allows 41% of the light through the window which means 59% is blocked.

All interior window coverings, including draperies, shades and blinds shall have a white backing or lining on the side which faces the window and is visible to the outside for the purpose of providing a harmonious and uniform appearance from the outside of the home.

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

Signed, sealed and delivered in our presence as witnesses:

Jacquelyn Blum  
Paul Bowers

ROBINSHORE, INC., a Florida Corporation

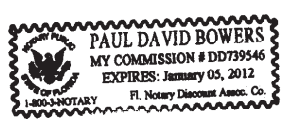
By: Adam C. Bolton  
Adam C. Bolton, President

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of August, 2009 by Adam C. Bolton as President on behalf of ROBINSHORE, INC., a Florida Corporation, who is personally known to me.

Paul David Bowers  
Notary Public  
Printed Name: Paul David Bowers  
My commission expires: January 5, 2012

(Notary Seal)



This instrument prepared by:  
CHARLES A. WILLIAMS, JR. ESQ.  
5800 N.W. 39<sup>th</sup> Avenue  
Suite 102  
Gainesville, Florida

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2322278 1 PG  
2007 MAR 16 02:14 PM BK 3564 PG 1167  
J. K. "BUDDY" IRBY  
CLERK OF CIRCUIT COURT  
ALACHUA COUNTY, FLORIDA  
CLERK13 Receipt#322445

RETURN TO  
Charles A. Williams, Jr  
5800 N.W. 39th Ave., Suite 102  
Gainesville, FL 32608-5856



**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ELLIS PARK SUBDIVISION AND SUBMITTING ELLIS PARK SUBDIVISION PHASE 2-AS ADDITIONAL PROPERTY**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ELLIS PARK SUBDIVISION, made on this 16th day of March, 2007, by ROBINSHORE, INC., a Florida Corporation, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant filed the "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ELLIS PARK SUBDIVISION" on June 10, 2004 which Declaration is recorded in Official Records Book 2932, Page 912 of the Public Records of Alachua County, Florida, and

WHEREAS such Declaration provided that Declarant by amendment may submit additional property of the "ELLIS PARK" Development as property subject to such declaration, and also provides for amendment to such Declaration,

NOW, THEREFORE, Declarant hereby declares that such Declaration be amended to submit "ELLIS PARK SUBDIVISION PHASE 2" according to the plat thereof recorded in Plat Book 27 Pages 56 and 57 of the Public Records of Alachua County, Florida as additional property the subject of such declaration with all provisions applicable to "ELLIS PARK SUBDIVISION" as set forth in said Declaration to be applicable to the property submitted by this Amendment.

WHEREAS Declarant also hereby declares that the following is added under Article VIII, Section 5 of said Declaration:

22. A home owner is prohibited from having an excessive number of "garage" or "yard" sales during any calendar year, as determined by the Board of Directors of the Association, in their sole discretion.

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

Signed, sealed and delivered in our presence as witnesses:

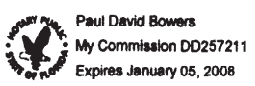
Charlie Williams Charlie Williams  
Paul Bowers Paul Bowers

ROBINSHORE, INC., a Florida Corporation  
By: John W. Greer, III President

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 16th day of March, 2007 by JOHN W. GREER, III as President on behalf of ROBINSHORE, INC., a Florida Corporation, who is personally known to me.

Paul David Bowers  
Notary Public.  
Printed Name: Paul David Bowers



This instrument prepared by:  
CHARLES A. WILLIAMS, JR., ESQ.  
5800 N.W. 39<sup>th</sup> Avenue  
Suite 102  
Gainesville, Florida

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2158243 1 PG  
2005 AUG 03 02:19 PM BK 3184 PG 340  
J. K. "BUDDY" IRBY  
CLERK OF CIRCUIT COURT  
ALACHUA COUNTY, FLORIDA  
CLERK10 Receipt#246801

Rec'd 10/00

RELAYED TO  
Charles A. Williams, Jr.  
5800 N.W. 39<sup>th</sup> Ave., Suite 102  
Gainesville, FL 32609-6885



AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ELLIS PARK SUBDIVISION SUBMITTING ELLIS PARK SUBDIVISION PHASE I UNIT 2 AS ADDITIONAL PROPERTY

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ELLIS PARK SUBDIVISION, made on this 3rd day of August 2005, by ROBINSHORE, INC., a Florida Corporation, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant filed the "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ELLIS PARK SUBDIVISION" on June 10, 2004 which Declaration is recorded in Official Records Book 2932, Page 912 of the Public Records of Alachua County, Florida, and

WHEREAS such Declaration provided that Declarant by amendment may submit additional property of the "ELLIS PARK" Development as property subject to such declaration,

NOW, THEREFORE, Declarant hereby declares that such Declaration be amended to submit "ELLIS PARK SUBDIVISION PHASE I UNIT 2" according to the plat thereof recorded in Plat Book 25, Page 90 of the Public Records of Alachua County, Florida as additional property the subject of such declaration with all provisions applicable to "ELLIS PARK SUBDIVISION" as set forth in said Declaration to be applicable to the property submitted by this Amendment.

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

Signed, sealed and delivered in our presence as witnesses:

Donna M. Gilley  
  
Colleen S. Dice

ROBINSHORE, INC., a Florida Corporation

By:   
John W. Greer, III  
President

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 3rd day of August, 2005 by JOHN W. GREER, III as President on behalf of ROBINSHORE, INC., a Florida Corporation, who is personally known to me.

Notary Public.  
Printed Name: \_\_\_\_\_



Donna M. Gilley  
MY COMMISSION # DD229694 EXPIRES  
July 7, 2007  
BONDED THRU TROY FAIN INSURANCE, INC.

#175 50

RETURN TO  
Charles A. Williams, Jr  
5800 N.W. 39th Ave., Suite 102  
Gainesville, FL 32606-6665

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2045704 22 PGS  
2004 JUN 10 03:42 PM BK 2932 PG 912  
J. K. "BUDDY" IRBY  
CLERK OF CIRCUIT COURT  
ALACHUA COUNTY, FLORIDA  
CLERK13 Receipt#193586

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR ELLIS PARK SUBDIVISION

THIS DECLARATION, made on this 24th day of May,  
2004, by ROBINSHORE, INC., hereinafter referred to as  
"Declarant",



WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Alachua County, Florida, which  
has been platted as "ELLIS PARK SUBDIVISION PHASE 1 UNIT 1" according to the plat thereof  
recorded in Plat Book "24", Page 93 of the Public Records of Alachua County, Florida, and

WHEREAS, Declarant intends to use said property to construct single family housing units  
in accordance with the site plan approved by the Alachua County Planning Authorities, and the  
laws, regulations, and ordinances applicable to this development, and

WHEREAS, Declarant the property which is subject to this Declaration is subject to the  
jurisdiction of the St. Johns River Water Management District,

NOW, THEREFORE, Declarant hereby declares that all of the properties described above  
shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and  
conditions, which are for the purpose of protecting the value and desirability of, and which shall  
run with the real property and be binding on all parties having any right, title or interest in the  
described properties or any part thereof, their heirs, successors and assigns, and shall inure to  
the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

"Association" shall mean and refer to ELLIS PARK COMMUNITY ASSOCIATION, INC., a  
non-profit corporation organized under the laws of the State of Florida. Copies of the Articles of  
Incorporation and By-Laws are attached hereto as exhibits to this Declaration.

"Properties" shall mean and refer to the real property the subject of this declaration and  
such additional adjacent properties as may be submitted subject to this declaration.

"Owner" shall mean the record title holder of a Platted Lot as shown on the plat of "ELLIS  
PARK SUBDIVISION PHASE 1 UNIT 1" or subsequent phase thereof which is submitted as  
subject to this declaration.

"Lot" shall mean any of the numbered platted lots of "ELLIS PARK SUBDIVISION PHASE  
1 UNIT 1" or subsequent phase thereof which is submitted as subject to this declaration.

"Declarant" shall mean and refer to ROBINSHORE, INC., a Florida Corporation, or its  
successors and or assigns.

"Privately owned cluster open space" shall mean that open space shown on the recorded  
plat designated as "Common Open Space" or "Common Open Space and Drainage Easement",  
or such similar area designated on a subsequent phase of "ELLIS PARK SUBDIVISION" which is  
submitted as subject to this declaration.

"Surface Water or Stormwater 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, overdrainage, environmental degradation, and water pollution of  
otherwise affect the quantity and quality of discharges.

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22 PGS

ARTICLE II

GENERAL PLAN OF DEVELOPMENT AND MAINTENANCE

Section 1. ESTABLISHMENT OF COMMON IMPROVEMENTS:

The developer intends to landscape, erect signage, and/or otherwise beautify the public right of way at the entrance to ELLIS PARK SUBDIVISION and to construct such other common improvements as developer deems desirable.

Section 2. MAINTENANCE OF COMMON IMPROVEMENTS:

The Association shall maintain all landscaping and improvements within the dedicated areas which are not otherwise accepted for maintenance under applicable law. The Association shall also maintain any common improvements installed by the Developer, if any. Such maintenance may be accomplished by contract with individuals or companies in the business of providing such maintenance.

Section 3. MAINTENANCE OF LANDSCAPING

The Association shall maintain the landscaping of the area forward of 20 feet to the rear of the front corner of either side of a residential unit constructed upon each Lot. Each Lot shall have an irrigation system installed for such purpose which shall also be maintained by the Association. The owner of each lot shall provide at the owner's expense an unrestricted water supply for the irrigation system. Maintenance of the landscaping shall include mowing, trimming, etc. No landscaping shall be added to any lot without the approval of the Architectural Control Committee. Any landscaping so approved shall be accepted for maintenance by the Association.

Section 4. OWNERSHIP OF PRIVATELY OWNED CLUSTER OPEN SPACE:

The Association shall own the privately owned cluster open space.

Section 5. INSURANCE:

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

Section 6. ASSESSMENTS FOR OPERATION, MAINTENANCE AND RESERVES:

The Association shall determine a budget for operation of the Association and shall have the power to assess to obtain necessary funds to implement such budget.

Section 7. PAYMENT OF ASSESSMENTS; COMMENCEMENT OF PAYMENT:

Annual assessments shall be paid in equal quarterly installments paid quarterly in advance on the first day of each calendar quarter. A pro-rata annual assessment shall commence on the first day of the first month following conveyance of a lot from the developer, provided however, the developer, in its sole discretion, may delay commencement of assessment to the first day of the first month following issuance of a certificate of occupancy by appropriate governmental authority when a dwelling is constructed on such Lot. The Association may amend the payment schedule of assessments in its discretion to a shorter or longer period, but no more often than monthly nor no less often than annually.

ARTICLE III

ASSOCIATION; FUNCTION, MEMBERSHIP, VOTING

Section I. NON-PROFIT CORPORATION:

ELLIS PARK COMMUNITY ASSOCIATION, INC. is a non-profit Florida Corporation organized for the purpose of promoting the health, safety and welfare of the residents and Owners of the Properties the subject of this Declaration and promoting the value thereof. The Association

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shall hold title to all privately owned cluster open space and all improvements constructed for the use and benefit of the Owners of properties the subject of this declaration who shall be members of the Association. The Association shall establish a budget, make and collect assessments, and take such further action as may be required to further the purposes of the Association for the use and benefit of the Owners and Declarant. The Association shall not be dissolved without the consent of the Alachua County or its successor political subdivision should such occur.

The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

Section 2. MEMBERSHIP:

Declarant, for the period of time that Declarant owns any of the Properties that are the subject of this Declaration, and every other person, or entity, including Declarant, who owns a present vested possessory interest in the fee simple title to a Lot, the subject of this Declaration, shall be a member of the Association upon recording of a deed of conveyance in such Lot among the public records of Alachua County, Florida. Membership of Lot Owners shall terminate upon conveyance of such interest, whether by deed, operation of law, or otherwise.

Section 3. VOTING RIGHTS:

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

1. Upon three months after 90 percent of the parcels in all phases of the community that will ultimately be operated by the homeowners, association have been conveyed to members as described Florida Statutes Title XI Chapter 720; or
2. Upon voluntary transfer of voting rights by Declarant.

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

Section 4. MANAGEMENT OF THE ASSOCIATION:

Exclusive management of the Association shall be vested in the Declarant until voting rights inure to the members as set forth above. Upon vesting of voting rights, management shall be vested in a Board of Directors which Board shall consist of no fewer than three members nor more than nine members, the exact number to be determined by majority vote of the members of the Association. The Declarant, during its period of management, and the Board of Directors upon being duly elected, shall manage all of the affairs, policies, regulations and property of the Association, and shall have the power to promulgate and enforce reasonable uniform rules and regulations for the general control, management and operation of the Association for the purposes set forth in this Declaration and in the charter and by-laws of the Association.

Section 5. RESTRICTIONS DURING PERIOD OF MANAGEMENT BY DECLARANT:

During the period of time exclusive voting rights are held by the Declarant, the Declarant shall not adopt a budget nor make an assessment in excess of \$1,200.00 per year prior to assessments effective January 1, 2009. Should funds collected by Declarant create a surplus, such surplus shall be held for the use and benefit of the Lot Owners. Declarant shall pay the cost of any deficit resulting from operations during Declarant's period of control.

INSTRUMENT # 2045704  
22 PGS

Section 6. DISSOLUTION:

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

Section 7. EXISTENCE AND DURATION:

Existence of the Association shall commence with the filing of the Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

ARTICLE IV

ASSESSMENTS

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

The Declarant, for each Lot within the Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) regular assessments or charges; and (2) special assessments for extraordinary repairs, such assessments to be established and collected as hereinafter provided. All assessments, together with interest, collection costs, reasonable attorney's fees, late charges and fines shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with interest, costs and reasonable attorney's fees, shall also be the personal joint and several obligation of the Owners of the Lot assessed at the time when the assessment fell due. The Association may give record notice of an assessment lien by recording a claim of lien signed and verified by an officer or managing agent of the Association in the Public Records of Alachua County which lien shall state the description of the Lot, the name of the record Owner thereof, the amount due and the date when due. The lien shall continue in effect until all sums secured by the lien have been fully paid. Upon full payment of the total amount due, the party making payment shall be entitled to receive a recordable satisfaction of such lien. Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property.

Section 2. PURPOSE OF ASSESSMENTS:

The assessments levied by the Association shall be used exclusively for payment of operating expenses of the Association, including but not limited to management fees or salaries, legal and accounting fees; beautification and maintenance of improvements; and landscaping within the access ways, streets and easement areas; maintenance of grass and shrubbery as set forth in Article II, Section 3 hereof; performance of the duties of the Association as set forth in this Declaration; and for such other things necessary or desirable to promote the recreation, health, safety and welfare of the residents and Owners of Lots subject to this Declaration.

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

Section 3. AMOUNT OF ASSESSMENTS:

The Association shall determine the amount and manner of regular annual assessments by majority vote in advance for each fiscal year and the budgets shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for insurance coverage, if any, operating expenses, maintenance expenses, repairs, utilities, replacement reserve, and reasonable operating reserve, and any other items which the Board deems proper. Failure of the Board to include any item in the regular budget shall not preclude the Board from levying an additional assessment in any fiscal year for which the budget has been projected. Likewise, any provision to the contrary herein contained notwithstanding, the Board may increase the amount of levy during a fiscal year after the budget has been adopted and the assessment been made if the

Board determines that additional monies will be required in order to fund and pay for any expenses otherwise properly included within the annual assessment. Such assessment shall include the amount estimated by the Board to be sufficient for the fulfilling of the Association's obligation for current maintenance and repair of Improvements plus a reasonable reserve for replacement of improvements unless such reserve is waived by a vote of the majority of Owners present at a duly called meeting of the Association, and shall include sums estimated by the Board to be sufficient to pay for all other expenses and obligations of the Association.

Section 4. LANDSCAPING MAINTENANCE ASSESSMENTS:

The lots which are subject to landscaping maintenance shall pay an assessment to cover the cost of such service which shall include the area adjacent to the front lot line to the edge of pavement.

Section 5. SPECIAL ASSESSMENTS:

In addition to the regular assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the defraying, in whole or in part, the cost of any reconstruction or unexpected repair or replacement of improvements. Provided, however, that no such special assessment shall be levied when the amount thereof shall exceed the current annual assessment except upon a majority vote of all interests voting at a meeting duly called of members of the Association who are subject to such special assessment.

Section 6. RATE OF ASSESSMENT:

All annual and special assessments shall be levied by the Association in an equal amount for each lot subject to assessment. Any annual assessment shall be prorated for any lot that becomes subject to assessment on other than the anniversary date of each fiscal year with the monthly increment payable each month after assessment for the balance of the fiscal year.

Section 7. DELINQUENT ASSESSMENTS:

If any assessment or monthly increment thereof is not paid on or before ten (10) days after the date when due, then such amount due shall become delinquent and shall, together with a late fee of \$10.00 (or such higher amount approved by the Board of Directors) and interest thereon at a rate established by the Association not to exceed the highest rate allowed by law, and costs of collection thereof, including a reasonable attorney's fee, thereupon become a continuing lien on the Lot. The personal obligation of the then Owner to pay such assessment, shall remain his personal obligation for the statutory period, notwithstanding that title to the Lot may be transferred to another with the lien still remaining thereon. If an assessment or monthly increment is not paid within thirty (30) days after the date when due, the Association shall have the right at any time thereafter to declare the entire balance of such assessment (including monthly increments on the assessment which have not yet become payable) immediately due and payable, and the entire assessment shall bear interest from the date of delinquency at the rate aforesaid. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Lot in the manner and method provided in this Article. The Board of Directors shall have the authority to take such action as it deems necessary in order to collect the assessments, and it may settle and compromise the same if The Board determines such to be in the best interests of the Association.

Section 8. CERTIFICATE OF PAYMENT:

The Association shall, upon demand at any time, furnish to any Owner liable for any assessment a certificate in writing signed by an officer of the Association, setting forth the status of all assessments applicable to any lot. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. If such certificate is not provided to an Owner within thirty (30) days from delivery of written demand from the Owner or Owner's agent delivered to the resident agent for service of process of the Association, then all assessments, liens and charges which have previously become payable shall be presumed conclusively to have been paid. Delivery shall upon the registered agent shall be presumed to have been completed two business days after mailing of such notice by certified mail to the registered agent of the association as shown on the records of the Secretary of State of the State of Florida.



Section 9. SUBORDINATION OF THE LIEN TO MORTGAGES

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

ARTICLE V  
ASSOCIATION FEES

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

ARTICLE VI  
CONTRACTS FOR MAINTENANCE

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

ARTICLE VII  
ARCHITECTURAL CONTROL

Section 1. IMPROVEMENTS AND ALTERATIONS:

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

Section 2. ARCHITECTURAL CONTROL COMMITTEE:

The initial Architectural Control Committee shall be composed of the board of directors of ROBINSHORE, INC., who shall constitute the Architectural Control Committee until the initial Architectural Control Committee assigns and transfers its powers and obligations to the

Community Association. Thereafter, the officers of the Association shall constitute the Architectural Control Committee.

Section 3. RULES AND REGULATIONS:

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

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

In the event any lot clearing or landscaping is commenced or building, fence, wall, mailbox, recreational device or other improvement or structure shall be commenced, erected, moved or maintained (including change of color) upon The Properties, otherwise than in accordance with the provisions and requirements of this Declaration, then the same shall be considered to have been undertaken in violation of this Declaration, and, upon written notice from the Architectural Control Committee such building, fence, wall or other structure or improvement shall be promptly removed or the violation otherwise corrected. In the event the same is not removed, or the violation is not otherwise terminated, within fifteen (15) days notice of such violation delivered to the Owner of the Lot where such violation exists, then the Association shall have the right, through its agents and employees, to secure enforcement as provided in Article XI hereof. The Association shall have the further 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 of the other provisions or requirements of this Declaration, exist on such Lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE VIII

OBLIGATIONS OF ASSOCIATION AND OWNERS; RESTRICTIVE COVENANTS:

Section 1. OBLIGATIONS OF ASSOCIATION:

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

Section 2. OBLIGATIONS OF OWNERS:

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

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

Section 3. EASEMENT FOR ACCESS AND DRAINAGE:

The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

Section 4. EASEMENT FOR ACCESS FOR LANDSCAPING MAINTENANCE:

The Association or those employed by the Association for landscaping maintenance shall have an easement for ingress and egress for such purpose.

Section 5. RESTRICTIVE COVENANTS:

The following restrictive covenants shall apply to the initial phase of "ELLIS PARK SUBDIVISION" and such additional phase which may be submitted by amendment to this declaration unless such restrictions are modified in whole or in part by the amendment submitting such additional property.

1. No lot shall be re-divided unless approved by the architectural control committee.
2. Any construction commenced upon any lot in said subdivision shall be completed within twelve (12) months from the date of first delivery of any materials to the site of construction unless an extension thereof is granted by the architectural control committee.
3. No building shall be constructed on any lot within said subdivision except one single family detached dwelling which dwelling shall contain a minimum square feet of floor area, excluding garages and unenclosed porches, such minimum to be established by the architectural control committee on a lot by lot basis in order to harmonize the size of dwellings with the size and topography of the lots within the subdivision.
4. No trade, business, service professional care, instruction or manufacture of any kind or nature whatsoever shall at any time be conducted on any of the land in this subdivision, nor shall any building erected thereon be used for such purposes, provided, however, that Declarant and/or its successors or assigns may construct, operate and maintain model home centers in the subdivision and provided further that the Board of Directors established in Article III Section 4 of this Declaration may permit home occupation activities with such restrictions and conditions as the Board of Directors shall in its sole discretion determine.
5. No land in this subdivision, nor any building erected thereon, shall be used or occupied injuriously to affect the use, occupation or value of the adjacent premises for residence purposes and the neighborhood wherein said premises are situated.
6. All lots, tracts or parcels of land in this subdivision shall be kept in a good state of repair and appearance, and the property shall be kept correspondent with the maintenance standards of surrounding properties. No waste or damage shall go unrepaired, whether such damage or waste be to the land or the improvements thereon.
7. No animals or pets of any kind shall be kept upon said property or any portion thereof except for ordinary household pets which shall not be a nuisance or annoyance to the neighborhood.
8. No repairs or restoration of any motor vehicle, boat, camper, trailer or other vehicle shall be permitted on any lot in the subdivision unless such repairs are conducted in an enclosed carport or garage, nor shall any commercial truck or commercial van larger than 3/4 tons be parked stored or kept on any lot except in an enclosed carport or garage.
9. Unless approved by the architectural control committee, no outside antennae of any type including but not limited to satellite dishes shall be maintained or constructed on any lot in the subdivision.
10. No "Jungle Gym", playground equipment, doghouse or recreational equipment such as a basketball goal shall be placed upon any lot, provided, however that any such device may be allowed by the Architectural Control Committee in the rear yard at the sole discretion of the Committee.
11. The keeping, maintaining or storing of any recreational vehicle, including a pickup camper, mobile home or travel trailer, either with or without wheels, or any motor boat, house boat, boat trailer, or similar water borne vehicle on any lot covered by these covenants is prohibited unless the same be housed within a structure which has been architecturally approved in accordance with these covenants, or unless a special exception has been granted by the Architectural Control Committee.

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12. All driveways and parking areas must be constructed of asphalt, concrete, interlocking pavers, or similar material approved by the architectural control committee. Drives must be paved to the curb line and shall be continuously paved in any area meant for driving or automobile storage. No motor vehicle shall be parked, stored or otherwise left on any unpaved area.

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

14. When each lot shall be for sale, only one "For Sale" sign no larger than 6 square feet will be permitted for each lot, provided however, a builder or real estate broker may, with approval of the Architectural Control Committee, erect a sign of up to 32 square feet to advertise a newly constructed property for sale during the construction and sales period. No "For Rent" or similar signs shall be permitted. In no event shall any sign be permitted on any right-of-way or common area of the subdivision unless approved by the Architectural Control Committee.

15. Garbage cans and containers shall be screened from view and placed out for pick-up only the day of pick-up and removed from the street on the same day.

16. Painted areas shall not be allowed to peel or become weather-beaten and shall be regularly repainted. Exteriors shall not be allowed to become mildewed or stained. Any damaged portions shall be promptly repaired.

17. Heat pumps, air conditioners, water softener devices or such other above ground devices or structures are to be shielded from view from the curb.

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

19. Nothing herein shall be interpreted to prevent the Declarant and/or its successors or assigns developing the property from using the property owned and/or controlled by them in such manner as they determine to be reasonably necessary or advisable for the conduct of their business, or in connection with the construction and maintaining of structures on said property, (including model home centers) and establishing the property as a residential community.

20. Any present or future owners of land covered by these restrictions shall have the right of enforcement by appropriate judicial proceeding and may recover damage suffered as a result of violation including reasonable attorneys' fees in enforcement proceedings.

21. All and each of the restrictive conditions and covenants provided for in this section shall continue in force from the date of this instrument until 1 January, 2014 A. D. After this date these covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners has been recorded, agreeing to change said covenants in whole or in part.

ARTICLE IX

Section 1. COVENANT COMMITTEE:

The Association, upon the Developer's turn over of control, shall appoint a COVENANT COMMITTEE of not less than 3 nor more than 7 members which shall be empowered to enforce the restrictive covenants and other obligations of the Owners set forth in Article VIII of this Declaration on behalf of the Association. In the event the Covenant Committee is vacant, the Board of Directors of the Association shall serve as the Covenant Committee.

Section 2. NOTICE AND HEARING OF ALLEGED VIOLATION:

The COVENANT COMMITTEE shall notify any Owner of any alleged violation in writing by mailing a copy of said notice first class mail to the Owner at the address as shown on the records of the Association, or by delivery of a copy of such notice to the Property. Such notice shall specify the following:

- 1. The nature of the alleged violation.

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2. The action required to correct the alleged violation along with any penalty to be assessed for the violation.

3. The time within which such action to correct the violation must be taken by the Owner.

4. The time and place of the next meeting of the COVENANT COMMITTEE at which alleged violations which are controverted by the Owner will be heard and the time, place, and person upon whom notice of a requested hearing must be given.

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

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

The COVENANTS COMMITTEE may impose fines upon an Owner for violations based upon the following:

1. Initial violation, maximum \$100.00.
2. Second violation, of the same Owner, maximum \$250.00.
3. Third violation of the same Owner, maximum \$500.00.
4. Fourth and subsequent violations of the same Owner, maximum \$1,000.00 per violation.
5. Additional amounts for continuing violations not corrected within time imposed for abatement or extension thereof, maximum per day after expiration of corrective period: \$25.00.

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

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

Section 3. APPEAL FROM DECISIONS OF THE COVENANT COMMITTEE:

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

Section 4. REMEDIES NOT EXCLUSIVE:

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

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ARTICLE X

AMENDMENTS AND MODIFICATIONS

Section 1. AMENDMENT BY DECLARANT:

As long as the Declarant owns property the subject of this Declaration, the Declarant reserves and shall have the sole right (a) to amend this Declaration; (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained; (c) to release any building site from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restrictions lines and provisions hereof relating thereto) if the Declarant, in its sole judgment, determines such violation to be a minor or insubstantial violation; (d) to vacate and terminate the terms, conditions, obligations and liens created by this Declaration with respect to any Properties owned by Declarant upon which there exists no substantially completed structure. As long as Declarant retains the right to amendment of this Declaration will require the prior approval of the Federal Housing Administration or the Veteran's Administration if either holds any interest in a Lot.

Section 2. AMENDMENT BY OWNERS:

Except as to provisions relating to amendment and modification as set forth herein regarding certain specific items and the method of amending or altering same; any other provisions, covenants or restrictions set forth herein may be amended in accordance with this provision. The Owners of at least two-thirds of the Lots subject to this declaration may change or amend any provision hereof, except as above mentioned, in whole or in part, by executing a written instrument in recordable form setting forth such amendment and having the same duly recorded in the public records of Alachua County, Florida, or Owners may propose amendments in whole or in part as set forth in the following paragraph, provided, however, that for so long as the Declarant shall own any Lots subject to this Declaration for sale in the ordinary course of business any such amendment shall require the approval and joinder of the Declarant in order to become effective.

A proposed amendment may be instituted by the Declarant, the Association, or by petition signed by the owners of twenty of the Lots. A written copy of a proposed amendment shall be furnished to each Owner at least thirty (30) days but not more than sixty (60) days prior to a designated meeting to discuss and vote upon such particular amendment. Such notification shall contain the time and place of said meeting. The amendment, if passed by a majority vote of a quorum in attendance, shall contain a recitation that sufficient notice was given as above set forth, and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation and such amendment when an executed copy thereof is recorded in the Public Records of Alachua County, Florida.

Section 3. AMENDMENTS ALTERING STORMWATER OR SURFACE WATER PROVISIONS:

Any amendment to the Covenants and Restrictions which alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

ARTICLE XI

REMEDIES FOR VIOLATIONS

If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Declarant or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or (b) to maintain a proceeding in any 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 Declarant, its successors or

assigns or the Association, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. In the event the Declarant or the Association shall prevail upon such proceeding for recovery of damages or to enjoin violations, the Member shall be responsible for all costs and expenses incurred or paid by the Declarant or the Association in the prosecution of such proceeding, including reasonable attorney's fees, and the Declarant or Association shall be entitled to place a lien upon the property owned by such member, as provided in Article IV hereof to secure payment of such sums, should the member fail to pay such costs and expenses within thirty (30) days from the entry of the judgment or injunction.

ARTICLE XII

SPECIAL TAXING DISTRICT

No agency of government will be requested to assume maintenance of the improvements constructed or of the landscaping and beautification in the right of way; 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 of Lots the subject of this declaration, and, if unpaid, shall become a lien on the Lot owned by such delinquent Owner.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 1. INVALIDATION:

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

Section 2. ENFORCEMENT OF STORMWATER OR SURFACE WATER PROVISIONS:

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.

Section 3. COMPLIANCE WITH DEVELOPMENT PLAN:

The Approved development plan for Ellis Park requires in relevant part that : (a) ... *An undisturbed. Natural, vegetative buffer, excluding infrastructure, from the centerline, north and south, of the dry creek shall be 50' wide. AND (b). The Development Review Committee shall require a minimum half-acre protection zone, surrounding the cemetery, that will be avoided by all project activities. This protected zone shall be designated as "common open space" or equivalent on all development plans.*

The dry creek referred to and the buffer described in (a) is shown as a part of the plat on phase one along the southerly boundary of phase one. Additional buffer will be shown on the plat of the proposed subsequent phase to comply with the 50' requirement where such is not shown on the plat of Phase One. As to such buffer, no existing trees and vegetation shall be removed except where necessary to accommodate the installation of infrastructure and utilities needed to support the development and the removal of invasive non-native plant material.

The cemetery referred to in (b) is not a part of Phase one. The subsequent phase plat will show a minimum one-half acre protection zone surrounding the cemetery which will be designated as a "Common Open Space" or equivalent on the Plat. The protection zone is intended to protect the burial site from disturbance and is not intended as a conservation zone. Consistent with that purpose, development activity shall not occur within such reserved zone but selective clearing of vegetation is to be allowed in order to accommodate passive recreation so long as such use does not disturb the burial site.

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Section 4. DURATION:

The covenants, restrictions and provisions of this Declaration shall run with and bind the land, and unless specified otherwise herein, shall bind the land in perpetuity and shall inure to the benefit of the Declarant, the Owners, and their respective legal representatives, unless terminated in accordance with the terms hereof; Provided, however, that in the event that any court should hereafter determine that any provision herein violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose the measuring lives shall be those lives of the persons executing this Declaration on behalf of the Declarant.

Section 5. SECTION HEADINGS:

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

Section 6. CONSTRUCTION AND INTERPRETATION:

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

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


Signed, sealed and delivered  
in our presence as witnesses:



ROBINSHORE, INC.


(Print name) Thomas A. Roberson


By:   
JOHN W. GREER, III, President

  
(Print name) Paul Bowers

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged by John W. Greer, III, as President of Robinshore, Inc., a Florida Corporation on behalf of such corporation, who is personally known to me this 24<sup>th</sup> day of May, 2004.

  
NOTARY PUBLIC  
Printed Name: Paul David Bowers  
Commission Number: January 5, 2008

 Paul David Bowers  
My Commission DD257261  
Expires January 05, 2008



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ARTICLES OF INCORPORATION

OF

ELLIS PARK COMMUNITY ASSOCIATION, INC.

In order to form a corporation not for profit under and in accordance with the Statutes of the State of Florida, the undersigned hereby promulgate the following articles of incorporation for the purposes set forth:

ARTICLE I

The name of the Corporation shall be ELLIS PARK COMMUNITY ASSOCIATION,

INC.

ARTICLE II

The Corporation shall become effective upon proper filing with the Secretary of State and shall exist perpetually or until otherwise dissolved in accordance with the laws of the State of Florida.

ARTICLE III

The purpose of this Corporation is to carry out the functions and duties of the "ASSOCIATION" as such are defined and set out in the Declaration of Covenants, Conditions and Restrictions for ELLIS PARK SUBDIVISION as such declaration is recorded in the Public Records of Alachua County, Florida and as such are amended from time to time in accordance with the provisions thereof. Such purpose shall, without limitation, include:

1. Management and maintenance, operation and care of real and personal property which are owned by the association or the owners in common.
2. To fix and make assessments and collect the assessment by any lawful means.
3. To borrow money.
4. To use and expand the proceeds of assessments and borrowings in a manner consistent with the purposes for which this association is formed.
5. Review plans and specifications of proposed improvements whether they comply with the "DECLARATION OF COVENANT AND RESTRICTIONS FOR ELLIS PARK COMMUNITY ASSOCIATION".
6. Purchase and maintain insurance.
7. To make, amend, impose, and enforce by any lawful means, reasonable rules and regulations of use of the common areas and association property.
8. To contract for services with others.
9. To do and perform anything required by these articles, the bylaws, or the declaration to be done by the owner, but if not done by the owner in a timely manner, at the expense of Owner.
10. 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 associations so formed.

FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
03 NOV 25 AM 8:10

ARTICLE IV

Every person or entity who owns a present vested possessory interest in the fee simple title to a Lot in ELLIS PARK SUBDIVISION as recorded in the Public Records of Alachua County, shall be a member of the Corporation upon recording of a deed of conveyance in such Lot among the public records of Alachua County, Florida. Membership of Lot Owners shall terminate upon conveyance of such interest, whether by deed, operation of law, or otherwise. Membership will be appurtenant to, and may not be separated from the ownership.

ARTICLE V

The initial principal office of the Corporation shall be 5800 N.W. 39th Avenue, Gainesville, Florida 32606 and the name of the initial Resident Agent for service of process for the corporation at such address is Paul Bowers.

ARTICLE VI

The affairs of this Corporation shall be managed by a Board of Directors, the number and qualifications of which shall be set forth in the by-laws of the corporation, which number shall not be less than three. The initial board of directors shall consist of the following:

NAME:	ADDRESS:
JOHN W. GREER, III	5800 N.W. 39th Avenue, Suite 101, Gainesville, Fl. 32606
TIM WAUGH	5800 N.W. 39th Avenue, Suite 101, Gainesville, Fl. 32606
PAUL BOWERS	5800 N.W. 39th Avenue, Suite 101, Gainesville, Fl. 32606

ARTICLE VII

The name and address of the subscriber to these Articles of Incorporation is PAUL BOWERS 5800 N.W. 39th Avenue, Suite 101, Gainesville Florida, 32606.

ARTICLE VIII

The corporation shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles or the Declaration of Covenants, Conditions and Restrictions of ELLIS PARK SUBDIVISION as such are recorded in the Public Records of Alachua County, Florida and as such are amended from time to time.

ARTICLE IX

The By-Laws of the Corporation shall be adopted by the Board of Directors, and may be altered, amended or rescinded in the manner provided for by the By-Laws. The bylaws will be adopted and may be amended by the Directors or members, consistent with these articles and the declaration

ARTICLE X

Every Director and every Officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed upon him in connection with any proceedings to which he may be a party, or in which he may become involved by reason of his being or having been a Director or Officer of the Corporation, or any settlement thereof, whether or not he is a Director or Officer at the time such are incurred, except, in such cases wherein the Director or Officer is adjudged guilty of willful malfeasance or misfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XI

Voting rights in the Association shall be in accordance with the Declaration of Covenants, Conditions and Restriction for ELLIS PARK SUBDIVISION as such are recorded in the Public Records of Alachua County, Florida.

INSTRUMENT # 2045704  
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ARTICLE XII

EXECUTED at Gainesville, Florida by the undersigned incorporator this 21st day of November, 2003.

Paul Bowers  
PAUL BOWERS

ACCEPTANCE OF RESIDENT AGENT

The undersigned hereby accepts designation as Resident Agent for service of process for ELLIS PARK COMMUNITY ASSOCIATION, INC.

Paul Bowers  
PAUL BOWERS

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 21st day of November, 2003, by PAUL BOWERS  who has/have produced Driver(s) License(s) issued within 5 years from date as identification and who did not take an oath; OR  who is/are personally known to me and who did not take an oath; OR  who produced Other: \_\_\_\_\_ (type of identification) as identification and who did not take an oath.

Donna M. Gilley  
Notary Public  
Printed Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_



Donna M. Gilley  
MY COMMISSION # DD229894 EXPIRES  
July 7, 2007  
BONDED THRU TROY-PAIN INSURANCE, INC

FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
03 NOV 25 AM 8:10

# State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of ELLIS PARK COMMUNITY ASSOCIATION, INC., a Florida corporation, filed on November 25, 2003, as shown by the records of this office.

The document number of this corporation is N03000010266.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Twenty-sixth day of November, 2003



CR2EO22 (2-03)

*Glenda E. Hood*  
Glenda E. Hood  
Secretary of State

ARTICLES OF INCORPORATION

OF

ELLIS PARK COMMUNITY ASSOCIATION, INC.

FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
03 NOV 25 AM 8:10

In order to form a corporation not for profit under and in accordance with the Statutes of the State of Florida, the undersigned hereby promulgate the following articles of incorporation for the purposes set forth:

ARTICLE I

The name of the Corporation shall be ELLIS PARK COMMUNITY ASSOCIATION, INC.

ARTICLE II

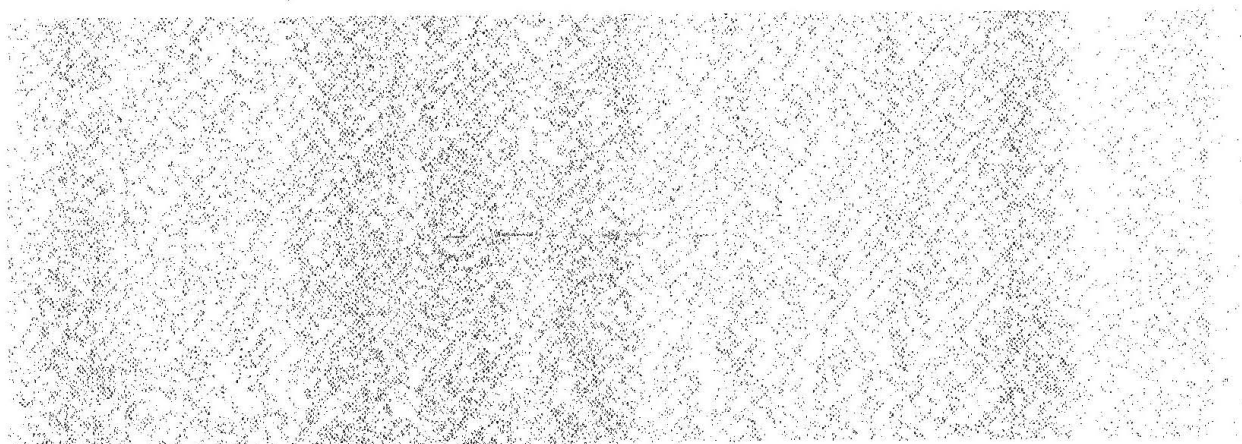
The Corporation shall become effective upon proper filing with the Secretary of State and shall exist perpetually or until otherwise dissolved in accordance with the laws of the State of Florida.

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1. Management and maintenance, operation and care of real and personal property which are owned by the association or the owners in common.
2. To fix and make assessments and collect the assessment by any lawful means.
3. To borrow money.
4. To use and expand the proceeds of assessments and borrowings in a manner consistent with the purposes for which this association is formed.
5. Review plans and specifications of proposed improvements whether they comply with the "DECLARATION OF COVENANT AND RESTRICTIONS FOR ELLIS PARK COMMUNITY ASSOCIATION".
6. Purchase and maintain insurance.
7. To make, amend, impose, and enforce by any lawful means, reasonable rules and regulations of use of the common areas and association property.
8. To contract for services with others.
9. To do and perform anything required by these articles, the bylaws, or the declaration to be done by the owner, but if not done by the owner in a timely manner, at the expense of Owner.
10. 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 associations so formed.



ARTICLE IV

Every person or entity who owns a present vested possessory interest in the fee simple title to a Lot in ELLIS PARK SUBDIVISION as recorded in the Public Records of Alachua County, shall be a member of the Corporation upon recording of a deed of conveyance in such Lot among the public records of Alachua County, Florida. Membership of Lot Owners shall terminate upon conveyance of such interest, whether by deed, operation of law, or otherwise. Membership will be appurtenant to, and may not be separated from the ownership.

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ARTICLE VIII

The corporation shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles or the Declaration of Covenants, Conditions and Restrictions of ELLIS PARK SUBDIVISION as such are recorded in the Public Records of Alachua County, Florida and as such are amended from time to time.

ARTICLE IX

The By-Laws of the Corporation shall be adopted by the Board of Directors, and may be altered, amended or rescinded in the manner provided for by the By-Laws. The bylaws will be adopted and may be amended by the Directors or members, consistent with these articles and the declaration

ARTICLE X

Every Director and every Officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed upon him in connection with any proceedings to which he may be a party, or in which he may become involved by reason of his being or having been a Director or Officer of the Corporation, or any settlement thereof, whether or not he is a Director or Officer at the time such are incurred, except, in such cases wherein the Director or Officer is adjudged guilty of willful malfeasance or misfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

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Paul Bowers  
PAUL BOWERS

ACCEPTANCE OF RESIDENT AGENT

The undersigned hereby accepts designation as Resident Agent for service of process for ELLIS PARK COMMUNITY ASSOCIATION, INC.

Paul Bowers  
PAUL BOWERS

STATE OF FLORIDA  
COUNTY OF ALACHUA

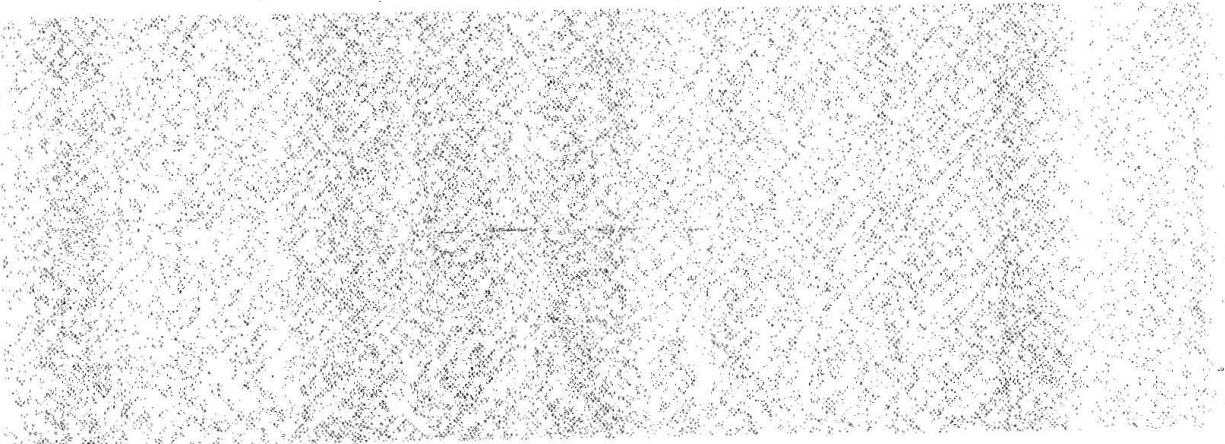
The foregoing instrument was acknowledged before me this 21st day of November, 2003, by PAUL BOWERS  who has/have produced Driver(s) License(s) issued within 5 years from date as identification and who did not take an oath; OR  who is/are personally known to me and who did not take an oath; OR  who produced Other: \_\_\_\_\_, (type of identification) as identification and who did not take an oath.

Donna M. Gilley  
Notary Public  
Printed Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_



Donna M. Gilley  
MY COMMISSION # DD229494 EXPIRES  
July 7, 2007  
BONDED THRU TROY FARM INSURANCE, INC.

FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
03 NOV 25 AM 8:10



BY-LAWS

OF

ELLIS PARK COMMUNITY ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is ELLIS PARK COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Association shall be located at 5800 N.W. 39th Avenue, Suite 101, Gainesville, Florida, 32606 but meetings of members and directors may be held at such places within Alachua County, Florida as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for ELLIS PARK and all amendments thereto, applicable to the Properties recorded in the Office of the Clerk of the Circuit Court of Alachua County, Florida.

Section 2. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration and the Articles of Incorporation of the Association.

Section 3. The definitions as set forth in the "Declaration" are adopted for purposes of these By-Laws.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held in November of each year, with the first such meeting to be held in November, 2004 and each subsequent regular annual meeting of the members shall be held the same month of each year thereafter. The time and date of the annual meeting shall be established by the Board of Directors. If the day for the annual meeting of the members is a legal holiday, Saturday or Sunday, the meeting will be held at the same hour on the first day following which is not a legal holiday, Saturday or Sunday.

Section 2. Special Meetings. Special meeting of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are currently entitled to vote one-third (1/3) of all of the votes of the membership.

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

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-fourth (1/4) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, The Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn



the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented, or such members may re-notice the meeting, in which case the quorum requirement shall be one-half of the quorum requirement for the previously noticed meeting.

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

#### ARTICLE IV

##### BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

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

Section 2. Term of Office. After developer turnover of control to the homeowners, at the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years, and one director for a term of three years and staggered terms for all remaining directors, if any. Thereafter, one director or more shall be elected annually for a term of three years.

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

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

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

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be fulfilled. Such nominations may be made from among members or non-members.

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

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly, as necessary, at such place and hour as may be fixed from time to time by resolution of the Board.

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

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

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

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

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration specifically including establishing the manner and frequency of any assessments levied by the Association and requiring reasonable maintenance of each dwelling unit by its Owner;

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

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

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

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-third (1/3) of the members who are entitled to vote;

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

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

(1) fix the amount of the annual assessment against each Lot;

(2) send written notice of each assessment to every Owner subject thereto; and

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

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

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause any officers or employees having fiscal responsibilities to be bonded, if the Board determines the bonding should be required;

(g) cause the maintenance required of the Association by the Declaration to be accomplished without undue delay.

#### ARTICLE VIII

##### OFFICERS AND THEIR DUTIES

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

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

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

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

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

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

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

4 of this Article.

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

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall execute on behalf of the corporation all leases, mortgages, deeds and other written instruments.

Vice-President

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

Secretary

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

Treasurer

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

ARTICLE IX

COMMITTEES

The Board of Directors may appoint such committees as deemed appropriate in carrying out the purposes of the Association.

ARTICLE X

BOOKS AND RECORDS

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

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made.

ARTICLE XII

CORPORATE SEAL

At its option, the Association may have a seal in circular form having within its circumference the words: ELLIS PARK COMMUNITY ASSOCIATION, INC.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, altered or rescinded after proposal by a majority of the Board of Directors and approved by affirmative vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for such purposes.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

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

IN WITNESS WHEREOF, we, being all of the directors of the ELLIS PARK COMMUNITY ASSOCIATION, INC., have hereunto set our hands and seals as of the 24th day of May, 2004.

  
\_\_\_\_\_  
PAUL BOWERS

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BY-LAWS

OF

ELLIS PARK COMMUNITY ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is ELLIS PARK COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Association shall be located at 5800 N.W. 39th Avenue, Suite 101, Gainesville, Florida, 32606 but meetings of members and directors may be held at such places within Alachua County, Florida as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for ELLIS PARK and all amendments thereto, applicable to the Properties recorded in the Office of the Clerk of the Circuit Court of Alachua County, Florida.

Section 2. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration and the Articles of Incorporation of the Association.

Section 3. The definitions as set forth in the "Declaration" are adopted for purposes of these By-Laws.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held in November of each year, with the first such meeting to be held in November, 2004 and each subsequent regular annual meeting of the members shall be held the same month of each year thereafter. The time and date of the annual meeting shall be established by the Board of Directors. If the day for the annual meeting of the members is a legal holiday, Saturday or Sunday, the meeting will be held at the same hour on the first day following which is not a legal holiday, Saturday or Sunday.

Section 2. Special Meetings. Special meeting of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are currently entitled to vote one-third (1/3) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 16 days before such meeting to each member entitled to vote thereat, addressed to the member's last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-fourth (1/4) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, The Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn

the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented, or such members may re-notice the meeting, in which case the quorum requirement shall be one-half of the quorum requirement for the previously noticed meeting.

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

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

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

Section 2. Term of Office. After developer turnover of control to the Homeowners, at the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years, and one director for a term of three years and staggered terms for all remaining directors, if any. Thereafter, one director or more shall be elected annually for a term of three years.

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

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

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

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be fulfilled. Such nominations may be made from among members or non-members.

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

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ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly, as necessary, at such place and hour as may be fixed from time to time by resolution of the Board.

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

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

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

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

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration, specifically including establishing the manner and frequency of any assessments levied by the Association and requiring reasonable maintenance of each dwelling unit by its Owner;

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

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

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

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-third (1/3) of the members who are entitled to vote;

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

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



(1) fix the amount of the annual assessment against each Lot;

(2) send written notice of each assessment to every Owner subject thereto; and

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

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

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause any officers or employees having fiscal responsibilities to be bonded, if the Board determines the bonding should be required;

(g) cause the maintenance required of the Association by the Declaration to be accomplished without undue delay.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

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

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

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

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

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

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

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

4 of this Article.

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

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall execute on behalf of the corporation all leases, mortgages, deeds and other written instruments.

Vice-President

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

Secretary

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

Treasurer

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

ARTICLE IX

COMMITTEES

The Board of Directors may appoint such committees as deemed appropriate in carrying out the purposes of the Association.

ARTICLE X

BOOKS AND RECORDS

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

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made.

INSTRUMENT # 2045704

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ARTICLE XII

CORPORATE SEAL

At its option, the Association may have a seal in circular form having within its circumference the words: ELLIS PARK COMMUNITY ASSOCIATION, INC.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, altered or rescinded after proposal by a majority of the Board of Directors and approved by affirmative vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for such purposes.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

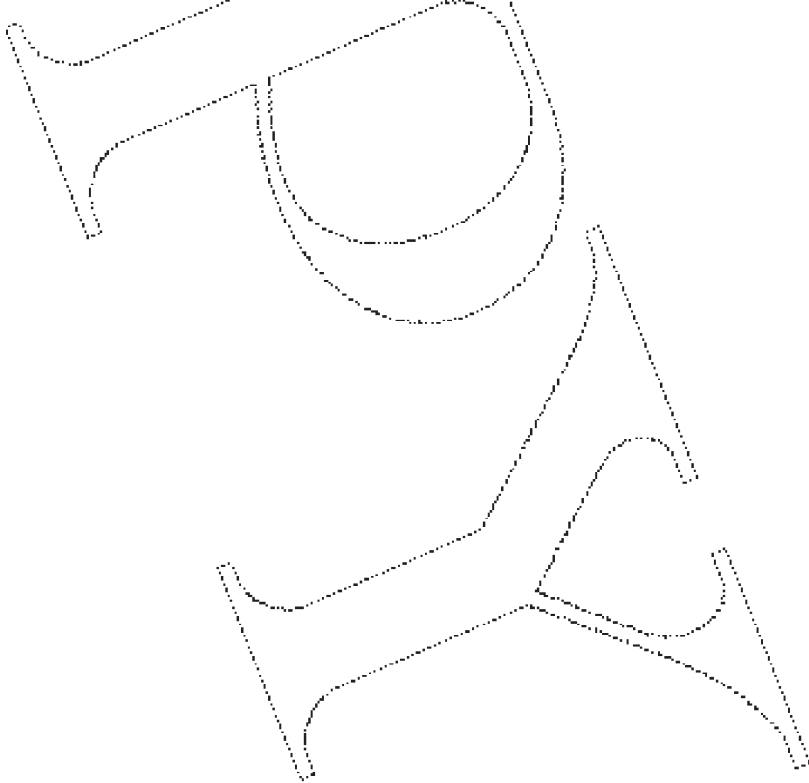
MISCELLANEOUS

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

IN WITNESS WHEREOF, we, being all of the directors of the ELLIS PARK COMMUNITY ASSOCIATION, INC., have hereunto set our hands and seals as of the 24th day of May, 2004.

*Paul Bowers*

PAUL BOWERS



## Ellis Park Community Association, Inc.

### Liability for Temporary or Permanent Structures or Items on Association-Owned Property

Whereas the Ellis Park Community Association, Inc. ("Association") Declaration of Covenants, Conditions and Restrictions, Article II, Section 4. Provides that "The Association shall own the privately owned open cluster space"; and

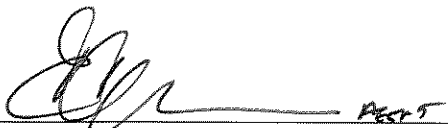
Whereas the Association has not approved any lot owners or other individuals to construct, erect, or otherwise place any temporary or permanent structures or other items on the privately owned open cluster space; and

Whereas the Association has been made aware that such temporary or permanent structures or other items may have been constructed, erected, or otherwise placed on portions of the privately owned open cluster space;

**On this 26<sup>th</sup> day of September 2017, the Association Board of Directors adopts the following Policy clarifying the Liability for Private Structures or Items on Association-Owned Property:**

1. Any and all temporary or permanent structures or other items that may have been constructed, erected, or otherwise placed upon portions of the privately owned open cluster space, notwithstanding who may have allowed or caused such construction, erection, or placement, have been constructed, erected, or otherwise placed without the approval of the Association. Any removal of such structure or item is the sole responsibility of the Lot Owner.
2. A Lot Owner(s) that has caused or allowed any temporary or permanent structure(s) or other item(s) to be constructed, erected, or otherwise placed upon portions of the privately owned open cluster space, or who purchased a Lot that others have caused or allowed such said construction, erection, or placement, shall be solely liable for any damage, interference, nuisance, debris, harm, injury, etc. caused on any property, directly or indirectly, by such structure(s) or item(s).
3. A Lot Owner(s) that has caused or allowed any temporary or permanent structure(s) or other item(s) to be constructed, erected, or otherwise placed upon portions of the privately owned open cluster space that limits access to any portion of such open cluster space, or who purchased a Lot that others have caused or allowed such said construction, erection, or placement that limits access to any portion of such open cluster space, shall be solely liable for any Association property located within the open cluster space, including, but not limited to fallen trees, branches, debris, structures, or other items.
4. The Association shall not be liable for any damage, harm, or destruction to any temporary or permanent structure(s) or other item(s) constructed, erected, or otherwise placed upon any portions of the privately owned open cluster space by any current or previous Lot Owner(s).
5. The Association shall not be required to take actions to prevent any damage, harm, or destruction to any temporary or permanent structure(s) or other item(s) constructed, erected, or otherwise placed upon portions of the privately owned open cluster space by any current or previous Lot Owner(s), and shall not be liable for any such damage, harm, or destruction.

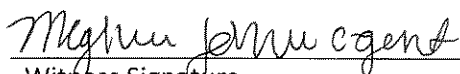
Signed this 26<sup>th</sup> Day of September 2017:



Witness Signature

ERIC CONCORAN

Print Name



Witness Signature

Meghan Johnson

Print Name



Phillip Koon, President  
Ellis Park Community Association, Inc.



Robert Selli, Secretary  
Ellis Park Community Association, Inc.

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