



2310295

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2310295 60 PGS
2007 JAN 31 04:22 PM BK 3539 PG 370
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK13 Receipt#316692

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR GREYSTONE**

This *Declaration of Covenants, Conditions, Restrictions and Easements of Greystone* is made this 29th day of January, 2007, by Greystone of Gainesville, LLC, a Florida limited liability company ("Declarant").

Statement of Purpose

A. Declarant is the owner of all the property shown on the subdivision plat for *Greystone Subdivision*, recorded in Plat Book 27, Pages 92-93, of the Public Records of Alachua County, Florida.

B. *Greystone* is a project which is intended to be developed as a neighborhood consisting of homes and open spaces.

C. The lots within *Greystone* will be used for single-family dwellings. The easements within *Greystone* will be used by Gainesville Regional Utilities of the City of Gainesville and various utility providers to furnish services to *Greystone*. The common open space, landscape buffers and protected areas will be transferred to a non-profit Florida corporation formed or to be formed by Declarant, which will own such areas for the benefit of the homeowners in *Greystone*.

NOW, THEREFORE, Declarant hereby establishes this ***Declaration of Covenants, Conditions, Restrictions and Easements for Greystone***, which will run with the land and be binding upon and inure to the benefit of every owner of property within *Greystone*.

**ARTICLE I
DEFINITIONS**

The following definitions apply wherever the capitalized terms appear in this Declaration. Definitions of other terms may also appear in this Declaration.

1.1 **Articles:** The Articles of Incorporation of the Association filed with the Secretary of State of Florida as amended from time to time. A copy of the Articles are attached hereto as **Exhibit A**.

1.2 **Assessments:** The collective term for the following charges:

(a) **General Assessment:** The amount charged to each Member to meet the Association's annual budgeted expenses.

(b) **Individual Lot Assessment:** A charge to each Member's individual Lot for any charges confined to that Lot.

(c) **Special Assessment:** A charge to each Member for capital improvements or emergency expenses.

1.3 **Association:** *Greystone of Gainesville Homeowners Association, Inc.*, a Florida non-profit corporation and its successors and assignees, formed or to be formed by Declarant.

1.4 **Greystone:** *Greystone Development*, recorded in the Plat and any land from time to time made subject to this Declaration.

1.5 Board: The Board of Directors of the Association.

1.6 Bylaws: The Bylaws of the Association. A copy of the Bylaws are attached as **Exhibit B**.

1.7 Common Property: Those tracts of land deeded to the Association and/or designated on the Plat as *Conservation Areas, Conservation Management Area, Open Space, Open Space, Common, Public Utility Easement, Drainage Easement, Easement and Common Area, and Drainage Easement and Common Area* or similar designations. All Declarant installed walls and fences shall be considered Common Property. The roadways within *Greystone* will not be dedicated to Alachua County but will be owned and maintained by the Association. The term "Common Property" also includes any personal property appurtenant to any real property owned by the Association or acquired by the Association if the personal property is designated as such in the bill of sale or other instrument conveying such property.

1.8 Conservation Areas: Natural resources that, because of their ecological value, uniqueness and particular sensitivity to development activities, require stringent protective measures to sustain their ecological integrity, including wetlands, surface waters, 100-year floodplains, listed species habitat, significant geologic features and strategic ecosystems.

1.9 Conservation Management Area: An area that contains the entire regulated natural or historic resources, as well as additional areas such as buffers, setbacks and linkages that preserve natural system functions.

1.10 Declarant: *Greystone of Gainesville, LLC*, a Florida limited liability company, their successors and assignees. Declarant may also be an Owner. The rights of Declarant under this Declaration may be separated and assigned to different parties, and, if so assigned, each assignee will be considered the "Declarant" as to the specific rights so assigned. Declarant may collaterally assign its rights as Declarant by mortgage or other instrument, and such assignees may elect either to exercise the assigned rights or to designate another party to exercise such rights if such assignees succeed to Declarant's interest in *Greystone*.

1.11 Declaration: This *Declaration of Covenants, Conditions, Restrictions, and Easements for Greystone* and all supplements and amendments to this Declaration.

1.12 Drainage System: All drainage rights-of-way, lakes, ponds, water management tracts, drainage facilities, conservation districts, conservation areas, and buffer zones as shown on the Plat, or as otherwise provided for in the development of *Greystone*. The Drainage System and all open spaces (as shown on the Plat) will be owned by the Association. "Drainage System" also means a system designed and constructed or implemented to control discharges which are necessitated by rainfall events incorporating methods to (i) collect, convey, store, absorb, inhibit, treat, use, or reuse water; (ii) prevent or reduce flooding, overdrainage, environmental degradation, and water pollution, or (iii) otherwise affect the quantity and quality of discharges from the system as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42 of the Florida Administrative Code.

1.13 Lot: A lot shown on the Plat along with any improvements constructed on the Lot.

1.14 Member: A member of the Association. Each Owner of a Lot is a Member.

1.15 Mortgagee: The owner and holder of a mortgage made by Declarant encumbering *Greystone* or a portion thereof which is recorded in the Public Records and any institutional lender which holds a bona fide mortgage encumbering a Lot. The term "institutional lender" includes, but is not limited to, banks, savings and loan associations, mortgage lending companies, insurance companies, credit unions and the Federal National Mortgage Association or similar agency.

1.16 Open Space: Any natural, recreational, or common open areas, either publicly or privately owned, set aside, dedicated, designated, or reserved for the private use or enjoyment of owners or occupants of land adjoining such open space, or for the public at large.

1.17 Open Space, common: All open space, natural areas, and recreational areas which are within the part of a development designed and intended to be used for public access, outdoor living, recreation or pedestrian access.

1.18 Owner: The record owner, whether one or more persons or entities, of the fee simple title to any Lot or a life estate in any Lot. "Owner" does not mean a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any deed or proceeding in lieu of foreclosure.

1.19 Plat: The plat of *Greystone Development* recorded at Plat Book 27, pages 92-93 of the Public Records of Alachua County, Florida, together with the plats of any additional land from time to time annexed to and made part of *Greystone*.

1.20 Public Records: The official Public Records of Alachua County, Florida.

1.21 Rules: The rules governing the use of the Common Property originally enacted by Declarant and revised from time to time by the Association. Information regarding the Rules is set forth in Section 5.6.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

This Article describes the real property of which Greystone will initially be comprised and provides the method by which additional property may be added.

2.1 Initial Property: The property initially subject to this Declaration consists of the property described on the Plat.

2.2 Further Subdivision or Re-plat of Lots: Owners (other than Declarant) may not subdivide or separate any Lot into smaller lots; however, this shall not prohibit corrective deeds or similar corrective instruments. An Owner may, by recording an instrument in the Public Records, combine two or more Lots for a single homesite, and thereafter the combined property will be deemed to be a single Lot for all purposes. Declarant shall have the right to modify the Plat to make adjustments to Lot boundary lines if the Owners of the affected Lots consent. Declarant may make other adjustments to the Plat if the Owners are not materially affected or if all Owners who will be materially affected consent to such modification. Owners shall not unreasonably withhold their consent to an adjustment, and consent will be deemed given if an Owner does not object in writing within ten (10) days after written notice is given requesting that Owner's consent. Declarant may also re-plat a Lot or Lots to Common Property, to roadway, or to other legal purpose without the consent of the other Owners, whereupon such re-platted Lot or Lots will no longer be deemed a "Lot." Declarant may also establish additional easements upon a Lot or Lots without the consent of the other Owners.

**ARTICLE III
ARCHITECTURAL REVIEW AND
CONSTRUCTION REQUIREMENTS**

In order to assure that the homes and accessory buildings within Greystone are harmonious, Declarant will create a Committee to approve all construction. Certain requirements are specified; however, the Committee will not be limited to the specific requirements and will have broad discretion.

3.1 Committee:

(a) **Composition:** The Architectural Review Committee (the "Committee") will consist of one or more persons selected by Declarant. Declarant may temporarily delegate this right to appoint members or may assign this right by written instrument recorded in the Public Records. Members of the Committee will serve at the pleasure of the entity entitled to select the members and may be replaced at any time. If Declarant fails to appoint at least one person to the Committee and such vacancy continues for thirty (30) days after the Association gives written notice to Declarant of such vacancy, then the Association will have the right to appoint the members of the Committee until such time as Declarant exercises its right of appointment. Notwithstanding any provision herein to the contrary, Greystone of Gainesville, LLC, a Florida limited liability company, ("Greystone LLC") shall maintain control of the Committee until such time as Greystone LLC shall specifically assign said right.

(b) **Professional Advisor:** The Committee may employ one or more architects or land planners to advise it. The advisor may sit on the Committee as either a voting or nonvoting member at the discretion of the other members of the Committee. At the discretion of the Committee, the advisor may be paid a reasonable fee.

3.2 Architectural Review Procedure:

(a) **Construction Subject to Review:** All construction, improvements, remodeling or modification on or to a Lot, except interior alterations not affecting the external appearance of the Lot or improvements on a Lot, must be approved in advance by the Committee. This specifically includes, but is not limited to, painting or other alteration of a building (including doors, windows and trim); replacement of roof or other parts of a building; installation of antennas, satellite dishes or receivers, solar panels or other devices; construction of fountains, swimming pools, whirlpools or other pools; construction of privacy walls or other fences or gates; addition of awnings, flower boxes, shelves, statues or other outdoor ornamentation; installation of window coverings; and landscaping and any material alteration of landscaping. This right of approval is general and is not limited to the specific items listed in this Section or in Section 3.4. Construction effected by or on behalf of Declarant will not be subject to approval by the Committee.

(b) **Application:** The plans to be submitted for approval shall include (i) the construction plans and specifications, including all proposed clearing and landscaping; (ii) elevations of all proposed improvements; (iii) a lot survey showing current improvements; and (iv) such other items as the Committee requires. No construction on any Lot shall be commenced, and no Lot shall be modified except in accordance with the submitted plans. Any modification to the approved plans must also be reviewed and approved in advance by the Committee.

(c) **Basis for Decision:** In making its decisions, the Committee may in its sole discretion consider purely aesthetic matters affecting the desirability or suitability of the construction. The Committee will not be limited to the specific restrictions and requirements of this Article in making its decisions.

(d) Application Fee; Deposit: The Committee may establish procedures for the review of applications and impose a reasonable fee to be paid by the applicant. The Committee may also require an applicant to post a security deposit to assure that all work is effected only in accordance with approved plans. The Committee may retain the security deposit until all work has been completed in accordance with the approved plans.

(e) Notification of Approval: The Committee must notify an applicant in writing of its decision within thirty (30) days of receiving a complete application. If approval or disapproval is not given within thirty (30) days after submission of a complete application, the application will be deemed approved unless the applicant agrees to an extension.

(f) Enforcement: If any construction or modification is undertaken which has not been approved or which deviates substantially from the approved plans, Declarant or the party delegated or assigned Declarant's right to appoint the Committee may bring an action for specific performance, declaratory decree or injunction and will be entitled to recover all costs of such action including attorneys' fees before or at trial or on appeal. At such time as Declarant no longer owns Lots within *Greystone*, each Owner will also have the right to enforce these provisions. **Failure to enforce strictly these provisions as to a particular violation or violations will not be deemed a waiver of the right to enforce these provisions as to future or continuing violations.** A special assessment against any Owner in violation of this provision of \$500.00 for the first day and \$100.00 for each additional day will be imposed from the date any unapproved construction or clearing commences.

3.3 Liability: The Committee and Declarant will not be liable to the applicant or to any other party for ensuring that the proposed plans comply with applicable building codes, that the plans will not result in defects in the improvements or that construction is done in accordance with the plans.

3.4 Specific Restrictions: The following restrictions shall apply to the Lots; however, the Committee will not be limited to these items when reviewing plans and will have broad discretion in the interpretation of these restrictions.

(a) Residential Building: No building may be erected, placed or permitted to remain on any Lot other than one (1) single-family dwelling and, if approved by the Committee, accessory buildings which do not furnish residential accommodations.

(b) Building Restriction Lines: No dwelling shall be located nearer to the streets or adjacent Lots than the applicable building setback requirements shown on the Plat.

(c) Minimum Floor Space: The minimum floor area for each Lot is outlined below:

Lot 1 - 47: 2400 square feet

"Floor area" means only enclosed liveable floor area and does not include garage, porches (open or with screened enclosures), terraces or patios.

(d) Garages: Unless otherwise specifically approved by the Committee, no garage may be constructed separate and apart from the dwelling. If approved by the committee, any detached garage shall be built in either the same or complementary style and materials as the dwelling. Each dwelling must have an enclosed garage to accommodate at least two (2) and not more than three (3) cars. The garage doors shall not be smaller than 9' x 7' and not larger than 10' x 7'. No carports or single car garages will be permitted. Without the prior written approval of the Committee, no garage may be permanently enclosed or converted to another use without the substitution of another garage on the Lot meeting the requirements of this Declaration.

Garages must be maintained for the storage of automobiles at all times. Garages may not be used for the storage of boats or recreational vehicles, or for general storage, to the extent that the

space is not available for parking one of the household's automobiles. Two of the household automobiles (for two-car garages) or three of the household automobiles (for three-car garages) which are to remain on the property overnight, must be within the enclosed garage. Any additional cars may be parked in the driveway or on the street, but if parked on the street, must not block access to any mailbox and must be parked in front of the Owner's own Property. The number of vehicles to be operated or parked on any Lot or Common Property is limited a number equal to the number of garage bays located on the Lot plus one. The collective Owners of each Lot are prohibited from operating or parking motor vehicles in excess of the limits placed herein. No boat or other recreational vehicle may be parked within the driveway, yard, on the street or on any Common Property.

Each bay or parking area of the garage must have a single door, either 9' x 7' or 10' x 7'. Three car garages are prohibited unless located toward the rear of the lot.

(e) Driveways: All Lots must have a paved driveway from the adjacent street to the dwelling. All driveways must be of stable and permanent construction of concrete, asphalt or other approved material.

(f) Exterior Color and Materials: The color and materials of all exterior surfaces must be approved by the Committee. The Committee may promulgate a list of approved colors and materials for this purpose. This restriction also governs window tints and films.

(g) Non-Interference with Easements: No structure, planting or other material may be placed or permitted to remain on a Lot which may damage or interfere with installation or maintenance of any entry way, hedge, planting, tree, grass, fence or other improvement or landscaping located within the Common Property or Drainage System. Any easement area located on a Lot and all improvements on an easement area shall be maintained by the Owner of the Lot except for those easement areas, the maintenance of which is the responsibility of a public authority, utility or the Association. In any event, an Owner may not interfere with maintenance of an easement area on the Owner's Lot. This provision may be enforced by any person or party benefiting from such easements or responsible for their maintenance.

(h) Utility Connections: Connections for all utilities, including, but not limited to, gas, water, sewage, electricity, telephone and television must be run underground from the connecting point to the dwelling in such a manner as is acceptable to the respective utility authority or company and the Committee. Wells, if permitted by any governmental agency having jurisdiction over the same, may be installed only for irrigation purposes.

(i) Air Conditioning Units: No window or wall air conditioning units will be permitted on any Lot. Air conditioning units shall not be placed in close proximity to the bedrooms or patios of adjacent homes.

(j) Mailboxes: All mailboxes of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected or permitted only in the location approved by the Committee and must be constructed according to the size, design and material approved by the Committee. No newspaper boxes or other receptacles are allowed.

(k) Antennae and Aerials - Satellite Dishes: No outside antenna, including without limitation any television, radio, microwave or dish antenna, shall be erected, used or maintained on the Property without the prior written approval of the Committee. Said approval shall be granted only to the extent required by Federal Communications Commission regulations.

(l) Clothes Drying Area: No clotheslines or other facilities or apparatus for drying clothes outside a dwelling may be constructed or maintained on a Lot without prior written approval of the Committee. Said approval shall be granted only to the extent required by Florida Statutes.

(m) Signs: The size, color and design of all signs located on a Lot will be subject to the approval of the Committee. No sign of any kind may be displayed to general view on any Lot (whether free-standing, attached to the improvements on a Lot or displayed in a window) except under any of the following circumstances:

(i) Directional or traffic signs may be installed by the Declarant or the Board. Entrance or other identification signs may be installed by or with the consent of the Declarant or the Committee;

(ii) Declarant may display signs for the sale of Lots and homes for promotion of the subdivision;

(iii) One "For Sale" sign not more than two square feet (as measured on each side of the sign) may be displayed on a Lot by the Owner or the Owner's agent; and,

(iv) A name plate and address plate in size and design approved by Declarant may be displayed.

(n) Fences: No fences, except as may be required by law or government regulation, may be erected upon any Lot without the prior written approval of the Committee. Fences must be approved by the Committee and may be limited as to location, height, materials, and style and must be in compliance with the fencing policy established by the Association from time to time. Fences shall be located only where indicated on plans approved by the Committee but in general will only be permitted in the rear and side yards of a Lot. Accordingly, fences will not be permitted closer to the street than 10.0 feet behind the front face of a dwelling located on a Lot. If the front of a dwelling is irregular in design, the Committee will determine the setback requirement for the fences. These restrictions will not apply to fences constructed by the Declarant or the Association along the boundary lines between *Greystone* and other properties.

Declarant shall have the right, but not the obligation, to install fencing where it deems appropriate in its sole and absolute discretion. Said fencing shall be Common Property to be maintained by the Association.

(o) Sidewalks: Owner shall be responsible for constructing a sidewalk which runs parallel to the street within the right of way adjacent to Owner's Property or within an easement created for such sidewalk as shown on the Plat. Owner will construct the sidewalk in the location dictated by Declarant and will construct the sidewalk according to the construction guidelines provided by Declarant.

3.5 Temporary Structures: No structure of a temporary nature, whether a trailer, tent, shack, garage, barn or any other such building, is permitted on a Lot. This restriction excludes temporary buildings used in connection with and during the construction of a dwelling if approved by the Committee.

3.6 Completion of Construction and Repairs: The improvement of a Lot and the construction, repair or remodeling of any improvement must be diligently and continuously continued once begun and promptly completed. The Committee may impose a fine for each day of violation for work which is not diligently pursued and completed within twelve (12) months from the date of the first delivery of any materials to the site of construction. This is in addition to all other remedies available to the Committee. The Committee may, as a condition of approval, impose a different deadline for completion of construction and impose a fine of an amount not to exceed \$100.00 per day for each day work is not completed within that deadline.

3.7 Destruction or Damage to Subdivision Improvements: Owners will be responsible for any and all damage caused to Common Property or subdivision improvements, including but not limited to, curbs, gutters, roadways, water hydrants, sidewalks, power poles and fences erected by anyone, whether such damage is caused by the Owner or the Owner's employees, agents, invitees, guests, contractors or subcontractors. Such responsibility will be both a personal obligation and an Individual Lot Assessment upon such Owner's Lot.

3.8 Trees: No living trees with a diameter of three inches (3") or more when measured at a height of five feet (5') above the natural grade, may be removed, cut down or destroyed without the prior approval of the Committee except where such tree poses an immediate danger to life or property. This restriction also applies to all live oak trees of any diameter with a height of at least five feet (5'). This will not prohibit the usual and customary pruning or trimming of trees. If this provision is violated, the Committee may require an Owner to replace the subject tree or otherwise mitigate the damage. An Owner must use reasonable care to preserve, in good health, all trees on the Owner's Lot.

3.9 Tennis Courts: Tennis courts are prohibited upon all Lots within Greystone.

ARTICLE IV USE OF PROPERTY; INDIVIDUAL LOTS

Restrictions are imposed on the use of the Lots to promote a harmonious neighborhood and limit uses which may be a nuisance to other Owners.

4.1 Residential Use: No business or commercial building may be erected on any Lot, and no business or commercial activity may be conducted on any Lot except for Declarant's sales and marketing program for the Lots.

4.2 Further Subdivision: Declarant reserves the right to re-subdivide the Lots; provided, however, that no residence shall be erected upon or allowed to occupy such re-subdivided Lot if it has an area less than that required by any applicable zoning ordinance. In the event of such re-subdivision, all provisions in this Declaration will apply to each such re-subdivided Lot as if each re-subdivided Lot had been a Lot as originally shown on the Plat.

4.3 Leasing: Leasing of Lots is permitted but only for terms and renewal of terms of not less than seven (7) months. Tenants must agree to be bound by the requirements of this Declaration, and Owners will be liable for any violation of this Declaration by their tenants.

4.4 Maintenance of Exteriors: Each Owner shall at all times maintain in a sightly manner the exterior of all structures on the Owner's Lot and any and all fixtures attached thereto.

4.5 Noxious Vegetation: No Owner may permit the growth of noxious weeds or vegetation upon the Owner's Lot or upon the land lying between the street pavement and the front lot line of the Owner's Lot. All unimproved areas of a Lot must be maintained in an attractively landscaped and sightly manner. The Association may impose a fine for each day of a violation of this Section 4.5. Vacant lots shall be mowed by Owner not less than one time per month. In the event Owner fails to mow the Lot, the Declarant or Association may mow said Lot and the cost of said mowing shall be assessed against the Lot.

4.6 Litter, Trash and Garbage: No garbage, trash, refuse or rubbish may be deposited, dumped or kept on any Lot except in closed sanitary containers. Trash containers must be kept inside a garage or otherwise hidden from public view except on the day designated for pickup but only if promptly returned to the proper storage area after pick-up.

4.7 Nuisances: No Owner may cause or permit unreasonable noises or odors on the Owner's Lot. No Owner may commit or permit any nuisance, any immoral or illegal activity or anything which may be an annoyance or a noxious or offensive activity to the other Owners or their guests. Soliciting within *Greystone* is strictly prohibited without the approval of Declarant or the Association.

4.8 Parking of Wheeled Vehicles and Boats: No boat, personal water craft, trailer, motorcycle or recreational vehicle of any kind requiring licensure by the state of Florida (whether or not such vehicle is currently licensed) may be kept on any Lot unless stored within a fully enclosed garage or in a separate out-building, and may never be kept on a Lot unless said vehicle will fit through a 10' x 7' or 9' x 7' overhead door as the case may be. Private cars or private trucks (exclusive of all other Vehicles) owned by an Owner or an Owner's guest may be parked in the Owner's driveway, but only if they do not display commercial signs. Commercial Vehicles may be parked in a street or driveway when necessary for providing services to an Owner or for pickup and delivery service but only while undertaking this activity and never overnight. Notwithstanding the above, recreational vehicles, travel trailers, trailers and campers may be parked in the driveway of a Lot for up to a total of forty-eight (48) hours per week for loading and unloading only and never for dwelling purposes. No vehicles may be repaired or maintained on or adjacent to a Lot except within a garage. Vehicles engaged in construction of subdivision improvements or dwellings on behalf of Declarant or an Owner will be permitted within *Greystone*.

4.9 Garage Doors: Garage doors must be kept closed except when opened to permit persons or vehicles to enter and exit from a garage.

4.10 Pets: Up to three "household pets" may be kept on a Lot. All other pets and animals are strictly forbidden. A "household pet" is a dog, cat or other common domestic animal approved by the Committee. In no event may pets be kept, bred or maintained for any commercial purpose. Each Owner will be strictly responsible for the behavior of household pets. An Owner may not permit a household pet to become a nuisance or annoyance to other Owners. Each Owner will immediately collect and dispose of waste and litter from the Owner's pets. Pets will not be allowed on the Common Property except in designated areas and then only in compliance with the Rules.

4.11 Landscaping: All landscaped and grassed areas on each Lot shall be watered by means of an automatic underground irrigation system which shall be employed so as to keep all vegetation in excellent condition; however, the ARB may waive this requirement based upon changes in water usages and landscaping materials. Landscaping as approved by the ARB shall be installed prior to occupancy or completion of any residence (as evidenced by a certificate of occupancy or its equivalent), whichever occurs first.

Each owner shall be required to regularly maintain all landscaping which shall include at a minimum, the mowing, edging, trimming of shrubbery, weeding and removal of debris of mulched areas, raking of leaves and blowing off of walks, drives and patios, to be done at intervals of not more than every two (2) weeks during December through February and every week from March through November. Each Owner shall provide for, in addition to the above, fertilization of all grass and shrubbery in accordance with best management practices and for the annual replenishment of mulch (the use of cypress mulch is prohibited) as required. Each Owner shall further be required to keep turf grass in good condition by timely treatment for infestations of insects, fungus and other maladies.

4.12 Rights of Association to Effect Repair, Maintenance and Removal: If an Owner fails to undertake the necessary repair, maintenance or removal within five (5) days of notice of a violation of Section 4.5, 4.6 or 4.11 above (given by Declarant or the Committee) or fails to complete the work within fifteen (15) days of the notice, then Declarant or the Association may effect the repairs or maintenance to the Owner's Lot in order to preserve the beauty, quality and value of the neighborhood, the costs of which plus a fifteen percent (15%) administrative fee shall be payable by the Owner to the Association. If the Owner fails to make this payment within five (5) days of demand, the costs and fee will constitute an Individual Lot Assessment against the Owner's Lot. If the work was effected by Declarant, the Association

will be responsible for paying the costs and fee to Declarant and for collecting them from the Owner. Each Owner grants Declarant, the Association and their respective contractors, employees and agents a perpetual easement to enter upon the Owner's Lot to carry out the work and releases said parties from all liability with respect to such work. In addition, the Association may impose a fine for each day of a violation of Section 4.4, 4.5 or 4.6.

4.13 Vegetative Natural Buffer (VNB). There shall be set aside a permanent vegetated natural buffer ("Buffer") 25' feet wide, over that portion of the property shown on, the plat as "25' Vegetative Natural Buffer" (or other description). This Buffer extends across lots 46 and 47. The Buffer is part of the surface water management system permitted by the St. Johns River Water Management District. The purpose of this Buffer is to detain and treat stormwater prior to drainage offsite; therefore, the area must be maintained with a dense vegetative cover. Filling and replacement of impervious surface (other than fencepost) are prohibited within the Buffer.

No alteration of the Buffer shall be authorized without prior written authorization from the District. Any damage to any Buffer, whether caused by natural or human-induced phenomena, shall be repaired and the Buffer returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Buffer is located.

4.14 Additional Obligations for the Owners of Lots 46 and 47. The Owners of Lot 46 and Lot 47 shall be solely responsible for the maintenance of the sanitary sewer force main servicing Lots 46 and 47. Said maintenance shall not be an obligation of the Association. The force main will be located within the 10' Public Utilities Easement located on Lots 18 and 19 and the Conservation Management Area No. 1 and Open Space Drainage Easement and Public Utilities Easement.

ARTICLE V COMMON PROPERTY

The Association will own and maintain the Common Property for the benefit of all Members and, when necessary, improve, convey or lease the same.

5.1 Title to Common Property:

(a) Ownership: The Common Property will be owned by the Association for the benefit of all Owners.

(b) Conveyance: The Association is authorized to buy or lease real or personal property to be added to the Common Property. The Association may sell or lease any part of the Common Property; however, membership approval is not needed for the Board to sell personal property or to grant easements on real property. So long as Declarant owns property in Greystone, the Association must have the Declarant's consent to sell or lease any part of the Common Area.

(c) Dedication: If the governmental body having authority over Greystone requests the Association to convey title to or dedicate the Common Property or a portion of it to the public, the Association will be authorized to make such conveyance or dedication but only with the approval of the Members. Upon such dedication, all obligations of the Association regarding the property so dedicated will cease except for requirements imposed as conditions of the dedication.

5.2 Maintenance; Management Contracts:

(a) Association Responsibility: The Association will be responsible for the management, control and improvement of the Common Property and must keep it attractive, clean and in good repair in accordance with this Declaration and applicable governmental regulations.

(b) Management Agreements: The Association may contract with Declarant or any other party for the performance of all or any portion of the management of the Association and the Association's maintenance and repair obligations. Management costs will be included within the General Assessments. The property manager for the Association, its employees, officers, contractors and assignees will have the right to use the Common Property without liability for Assessments or other charges as more particularly specified in the Management Agreement.

5.3 Capital Improvements: The Association may make capital improvements to the Common Property and may modify the uses of the Common Property.

5.4 Damage or Destruction of Common Property by Owner: If any Owner or the Owner's guest, tenant, licensee, agent, employee, family member or pet damages any of the Common Property as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. The cost of repair will be the responsibility of the Owner and will become an Individual Lot Assessment payable by the Owner.

5.5 Compliance with Laws: Lots and the Common Property may be used and must be maintained in accordance with all applicable laws, ordinances and regulations, including, without limitation, all regulations and requirements of the St. Johns River Water Management District, the local government jurisdiction and the Florida Department of Environmental Protection.

5.6 Rules for Use of Common Property: The Members will have the right to use the Common Property only in accordance with the terms of Rules initially made by Declarant and revised from time to time by the Association. The Rules may establish limitations on use of the Common Property by a Member's guests and lessees and provide for the imposition of a fee or charge for use of certain facilities, provided such fee or charge is uniformly assessed. No Member will be entitled to any rebate or reduction in the Member's Assessments as a result of any restrictions imposed on the Member's use of the Common Property. The Rules will be kept by the one designated by the Association to maintain the records of the Association, and copies will be made available to any Member requesting them. The Association may collect a reasonable charge for such copies.

5.7 Drainage System Located in Common Property: The Association will be responsible for the operation, maintenance and management of the of the Drainage System consistent with St. Johns River Management District permit no. tbd . Maintenance means the exercise of practices which allow the system to provide drainage, water storage, conveyance and other stormwater management capabilities as permitted by the St. Johns River Water Management District and the local government jurisdiction. The Association will be responsible for such maintenance and operation but only as it may pertain to the Common Property. Any repair, modification or reconstruction of the Drainage System shall be only as permitted by the St. Johns River Water Management District and the local government jurisdiction.

5.8 Management Plan. *The Common Property denoted as "Conservation Areas", "Conservation Management Area", "Open Space" and "Open Space, Common" as referenced in the Plat is subject to the Management Plan attached hereto as Exhibit "C" and incorporated herein by reference.*

**ARTICLE VI
GRANT AND RESERVATION OF EASEMENTS**

Every Owner has the benefit of certain easements and the responsibility for others.

6.1 Owner's Easement of Enjoyment of the Common Property: Every Owner will have a right and easement of enjoyment of the Common Property, subject to the restrictions imposed in this Declaration and the Rules. This easement will be appurtenant to and shall pass with the title to every Lot. Any Owner may delegate, subject to the provisions of this Declaration, the Articles, the Bylaws and the Rules, the Owner's right to enjoyment of the Common Property to the Owner's family, tenants and guests.

6.2 Easements in Favor of Declarant and the Association: Declarant reserves for itself and its successors and assignees and for the Association the following perpetual easements.

(a) Utilities: Easements for ingress, egress, installation, replacements, repair and maintenance of all public and private utilities and conveniences upon all property located in *Greystone*; across, over, through and under all Lots and Common Property.

(b) Police Powers; Security: A blanket easement throughout *Greystone* for police powers and services supplied by the local, state and federal governments and for any security services which may be provided by the Association.

(c) Fences: Easements for ingress, egress, installation, replacements, repair and maintenance of all Declarant installed fences and walls; across, over, through and under the Common Property; and ten feet (10') in width along the rear and side line of each Lot.

(d) General Easement: A blanket easement to enter upon that portion of each Lot not occupied by the Owner's dwelling unit as required to prevent erosion and improve drainage, the installation, repair and maintenance of utilities, the installation, repair and maintenance of drainage facilities, including but not limited to gutters, downspouts, underground piping and catch basins, swales, berms, ditches (whether earthen or concrete), and for other such purposes as from time to time may be necessary for the Association to carry out its duties and obligations to the Owners in accordance with this Declaration, Articles of Incorporation and Bylaws of the Association.

(e) Stormwater Management System: 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.

**ARTICLE VII
ASSOCIATION ORGANIZATION**

While Declarant will control the Association during the development stage, the Owners will eventually be responsible for the continuation of the Association.

7.1 Existence and Membership: The Association will be a Florida non-profit corporation of perpetual existence. Every Owner is a mandatory Member of the Association. Membership is appurtenant to and may not be separated from the title to any Lot.

7.2 Exercise of Vote: When more than one (1) person holds an interest in any Lot, all such persons shall be Members; however, Members will only be entitled to one (1) vote per Lot, and any Members who together own a Lot must determine among themselves how the vote may be exercised. Corporations, partnerships and other entities must notify the Association of the natural person who will be considered a Member of the Association and be entitled to exercise its vote.

7.3 Board of Directors:

(a) Number: The affairs of the Association shall be managed by a Board of not less than three (3) nor more than five (5) directors. The initial Board shall be comprised of three (3) directors. The number may be increased from time to time by amendment to the Articles to a maximum of five (5) directors. In the event that the number of directors is changed, such change in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year. Notwithstanding the above, the Declarant shall be entitled to designate the Board of Directors of the Association until such time as the Declarant transfers control of the Association pursuant to 7.5 below.

(b) Term of Office: Once the Declarant has relinquished the power to designate the Board of Directors, the Members shall elect the directors for a term of two (2) years each, as provided in the Articles of Incorporation. Each director shall hold office for the term for which said director is elected and until said director's successor shall have been elected and qualified or until the director's earlier resignation, removal from office or death.

(c) Qualifications: Once the Declarant has relinquished the power to designate the Board of Directors, each director must be a Member. If a director ceases to be a Member during his/her term of office, such person will automatically be removed from the Board effective upon such occurrence.

(d) Voting Procedure: Except for Declarant-appointed directors, election to the Board of Directors shall be by written ballot as provided for in the Articles. At each annual meeting, the Members will elect the directors to replace the directors whose term of office is then expiring. No cumulative voting will be permitted. The candidate(s) receiving the highest number of votes will be declared elected.

(e) Removal: Except for the Declarant-appointed directors who may only be removed by the Declarant, any director may be removed from office, with or without cause, by at least a majority vote of the Members. In the event of the death, resignation or removal of a director, the director's successor shall be selected by the remaining Directors and shall serve for the unexpired term of the director's predecessor except in the case of a Declarant-appointed Director, in which case the Declarant shall appoint the successor.

(f) Vacancies; Replacement of Directors: Any vacancy occurring on the Board may be filled for the remainder of the term by a majority vote of the remaining Board members. If the remaining Board members do not constitute a quorum, a special meeting of the Association to elect new members to the Board may be called by any officer or Member.

(g) Compensation: Directors will receive no compensation for their services unless approved by the Members.

7.4 Relationship to Articles and Bylaws: The Articles and Bylaws will govern all matters of the Association not set forth in this Declaration. The terms of this Declaration will prevail over any conflicting provisions in the Articles and Bylaws.

7.5 Transfer of Control of Association: Owners other than the Declarant shall be entitled to elect members of the Board of Directors of the Association when the earlier of the following occurs:

(a) Three (3) months after ninety percent (90%) of the Lots in *Greystone* have been conveyed to Members;

(b) Declarant chooses to relinquish control of the Association as evidenced by a recorded instrument to such effect executed by Declarant and Declarant's mortgagees holding a mortgage encumbering all or a portion of *Greystone*.

ARTICLE VIII OPERATION OF ASSOCIATION AND BOARD

Most day-to-day decisions about the maintenance of the Common Property and enforcement of the Declaration are the responsibility of the Board acting on the Members' behalf. For those decisions requiring Members' approval, the Association Meeting provides an opportunity for public discussion.

8.1 Annual Meeting:

(a) When Called: The Annual Meeting will be called every year for the election to the Board of the class of directors whose term then expires and for other business requiring approval of the Members. The meeting date shall be as determined by the Articles and Bylaws.

(b) Quorum: Voting at an annual meeting requires the presence of Members (in person or by proxy) representing thirty percent (30%) of the total votes and of Declarant or its representative so long as Declarant owns at least one Lot.

(c) Notice: Notice of the annual meeting shall be given by (i) mailing a notice to each Member at the last address furnished to the Association; (ii) delivering a notice to the Member's dwelling or Lot; or (iii) posting conspicuous notices for the meeting at a place designated by the Association. Notice shall be given at least thirty (30) days prior to the annual meeting.

8.2 Board Members:

(a) Board's Responsibility: Except as specifically provided in this Declaration, the Board is delegated the power and has the authority to act on behalf of the Association in all matters.

(b) Quorum: Voting at a Board meeting requires the presence of at least one-half (½) of the directors (in person or by proxy). Except as prohibited by law, action required to be taken by vote of the Board may be taken in the absence of a meeting by obtaining the written approval of a majority of the Board.

(c) Notices: Notices of all meetings of the Board shall be posted in a conspicuous place as designated by the Association forty-eight (48) hours in advance, absent an emergency. If the Board desires to levy an assessment at a meeting, the notice must include a statement describing the assessment being considered. All meetings must be open to the Members except for meetings permitted by law to be closed.

8.3 Record Keeping: The Board shall keep a record of all meetings of the Board and of the Association. For each action taken, the record must state the vote, a description of the action approved and, where applicable, the reasons why the action was considered necessary. The record must be available for inspection by any Member except for records of closed meetings of the Board. Officers of the Association shall be elected by the Board which may be by secret ballot.

8.4 Special Members' Meetings: Special meetings of the Members may be called by any one of the following persons or groups:

- (a) The Board of Directors, or
- (b) The holders of not less than one-fourth (1/4) of all of the votes entitled to be voted at the meeting.

ARTICLE IX ASSOCIATION BUDGET

To fulfill its obligation to maintain the Common Property, the Board is responsible for the fiscal management of the Association.

9.1 Fiscal Year: The fiscal year of the Association will begin January 1 of each year and end on December 31 of that year. The Board may select another fiscal year. The Board must prepare an annual budget (the "Budget").

9.2 Budget: One copy of the Budget must be provided to each Member, or a notice must be given to the Members that one copy of the Budget is available upon request and without charge. The Budget will estimate the total expenses to be incurred by the Association in carrying out its responsibilities during the year. The Budget must include:

- (a) The cost of wages, materials, insurance premiums, services, supplies and other expenses for the rendering of all services required or permitted under this Declaration;
- (b) Reasonable amounts for working capital for the Association and for reserves;
- (c) Fees for professional management of the Association (which may include Declarant), legal counsel and accounting;
- (d) Taxes, if the Common Property is taxed separately from the Lots; and,
- (e) An estimate of revenues from the General Assessment.

9.3 Reserves: The Association shall accumulate and maintain adequate reserves for working capital, contingencies and replacements to be included in the Budget and collected as part of the annual General Assessment. This shall not begin until the termination of Declarant's guarantee described in Section 10.2 of this Declaration. Extraordinary expenses not included in the Budget will be charged first against the reserves for repairs or replacement of particular items for which the reserves were established. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose. If an excess of reserves exists at the end of a fiscal year, such excess may be used to reduce the following year's assessments.

Reserves shall not be commingled with Association funds. All other sums collected by the Board with respect to Assessments and charges of all types may be commingled in a single fund.

9.4 Preparation and Approval of the Budget:

(a) Initial Budget: Declarant will prepare the Initial Budget.

(b) Subsequent Years: Budgets other than the Initial Budget will be prepared at the direction of the Board at least one (1) month before the end of the fiscal year. The Budget and annual General Assessment must be adopted by a majority of the Board.

9.5 Effect of Failure to Prepare or Adopt Budget: The Board's failure or delay in preparing or adopting the Budget for any fiscal year will not waive or release a Member's obligation to pay General Assessments whenever the amount of such assessments is finally determined. In the absence of a Budget, each Member shall pay the Assessment at the rate established for the previous fiscal period until notified otherwise.

9.6 Financial Reporting: The Board shall prepare an annual financial report for the Association within sixty (60) days of the close of the fiscal year and provide each Member with a copy of the report or a notice that a copy is available without charge. The report must be in the form required by §617.303(7), Florida Statutes.

9.7 Capital Improvements: The Board shall determine whether capital improvements should be paid from General Assessments or by Special Assessment. If the cost of all capital improvements to be paid within a single year totals more than twenty-five percent (25%) of the Association's Budget, the capital improvements must be approved by majority vote of the Members. Any repair or replacement of existing improvements will not be considered a capital improvement.

9.8 Amendment of Budget: The Board may amend the Budget during any fiscal year and increase the amount of the annual General Assessment for such year if it appears that income will be insufficient to meet the obligations of the Association.

**ARTICLE X
COVENANTS TO PAY ASSESSMENTS**

The cost of fulfilling the Association's financial obligations is divided equitably among the Members by means of Assessments. To assure the Association of a reliable source of funds and to protect those Members who contribute their equitable share, assessments are mandatory and are secured both by a lien on the Lot and the Member's personal obligation.

10.1 Obligation for Assessments: Declarant covenants for each Lot it owns and each Owner, by acceptance of a conveyance of a Lot, is deemed to covenant to pay to the Association its share of the following assessments (collectively, the "Assessments"):

- (a) General Assessments for expenses included in the Budget;
- (b) Special Assessments for the purposes provided in the Declaration; and,
- (c) Individual Lot Assessments for any charges to that Lot.

Notwithstanding this provision, Owners shall not be liable for payment of assessments, other than as provided in 4.5 above, until such time as the subdivision infrastructure is substantially complete.

10.2 Division of Assessments: The General Assessments and Special Assessments shall be assessed among all Lots equally.

10.3 General Assessment: The Board will set the date or dates the General Assessment will be due and may provide for payment in monthly, quarterly, semiannual or annual installments.

10.4 Special Assessment: In addition to the General Assessment, the Board may levy a Special Assessment in any fiscal year as follows:

(a) Capital Improvements: The Board may impose a Special Assessment for any capital improvement approved in accordance with this Declaration.

(b) Emergency Assessment: By a two-thirds (2/3rds) vote, the Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense which this Declaration requires the Association to pay (including, after depletion of reserves, unexpected expenditures not provided for in the Budget and unanticipated increases in the amounts budgeted).

10.5 Individual Lot Assessments: The Association may at any time levy an Individual Lot Assessment against any Lot for the purpose of defraying, in whole or in part, the cost of any special services to that Lot or any other charge designated in this Declaration as an Individual Lot Assessment. An Individual Lot Assessment may be levied on account of any legal expenses (including those incurred at trial or on appeal) and costs incurred by the Association in enforcing this Declaration or in enforcing any other declaration the Association is authorized to enforce.

10.6 Effect of Nonpayment of Assessment Remedies:

(a) Personal Obligation: All Assessments, together with any late fees, interest and costs of collection when delinquent, including reasonable attorney's fees (including those incurred at trial or on appeal) whether or not suit is brought (collectively, the "Assessment Charge") shall be the personal obligation of the person or entity who was the Owner of the Lot at the time the Assessment Charge was levied and of each subsequent Owner. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Lot.

(b) Creation of Lien: The Assessment Charge shall also be a continuing lien in favor of the Association upon the Lot against which the Assessment Charge is made, which lien is effective upon recording of a claim of lien but relating back to and having a priority as of the date of this Declaration. The lien will secure the Assessment Charge which is then due and which may accrue subsequent to the recording of the claim of lien and prior to entry of final judgment of foreclosure. The lien is subject to the subordination provisions of Section 10.7(d).

(c) Suit for Payment; Foreclosure of Lien: The Association may bring an action at law against the Owner personally obligated to pay the Assessment Charge, may foreclose the lien or may do both. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot foreclosed at such lien foreclosure sale and to acquire, hold, lease, mortgage and convey the Lot.

(d) Subordination of the Lien to Mortgage: The lien of the Assessment Charge will be inferior to the first mortgage lien of any Mortgagee. Sale or transfer of any Lot pursuant to foreclosure of such a mortgage, including a deed in lieu of foreclosure, shall extinguish the lien as to payments which became due prior to the sale or transfer but shall not affect the right of the Association to proceed personally against the Owner. The purchaser or transferee of such Lot shall be liable for any assessments due after the sale or transfer.

(e) Other Remedies: The Board may assess fines, late fees and interest and suspend the voting rights and right to use the Common Property by an Owner for any period during which any Assessment against the Owner's Lot remains unpaid but only as permitted by law.

10.7 Certificate of Payment: The treasurer of the Association or the manager of the Association, upon request of any Owner, shall furnish a certificate signed by a member of the Board or by the manager, if authorized by the Board, stating whether any Assessments are owed by that Owner. The Board may establish a reasonable fee for such certificate. Such certificate will be conclusive evidence of payment of the Assessment through the date of the certificate.

ARTICLE XI INSURANCE AND INDEMNITY

Insurance is essential to protect the interests of the Owners and to insure that funds will be available for rebuilding after a casualty; however, because insurance costs may increase significantly or new types of coverage may be available, this Article gives some flexibility to the Board to select insurance coverage which is reasonable for the conditions which exist at that time.

11.1 Review of Coverage: The Board shall review the types and limits of coverage at least once a year.

11.2 Casualty Insurance: If any improvements are constructed on the Common Property, the Board shall maintain fire insurance coverage as appropriate. Endorsements for extended coverage, vandalism, malicious mischief and windstorm shall be obtained where available at reasonable cost. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy but in any event not less than eighty percent (80%) of the insurable value (based upon replacement) of the improvements constructed on the Common Property.

11.3 Public Liability: The Board shall obtain public liability insurance in such limits as the Board may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Property. Wherever practical, such insurance shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board or other Owners. Such insurance must always name Declarant as an additional insured until fifty (50) years after the date of this Declaration.

11.4 Director Liability Insurance: The Board may obtain liability insurance insuring against personal loss for actions taken by members of the Board and the Officers in performing their duties. Such insurance shall be of the type and amount determined by the Board at its discretion.

11.5 Other Insurance: The Board shall maintain worker's compensation insurance if and to the extent necessary to meet the requirements of law and such other insurance as the Board may deem prudent.

11.6 Repair and Reconstruction After Fire or Other Casualty: If fire or other casualty damages or destroys any of the Common Property, the Board shall arrange for and supervise the prompt repair and restoration of the improvements. The Board shall obtain funds for such restoration first from insurance proceeds, then from reserves for the repair and replacement of such improvements, then from any Special Assessments which may be necessary after exhausting insurance and reserves.

11.7 Indemnity of Declarant: In consideration of Declarant's conveying the Common Property to the Association, the Association releases, indemnifies and holds Declarant, its officers, employees and agents harmless from any and all liability arising out of the Common Property and shall defend Declarant against all claims of any third party. Such indemnity includes any attorney's fees and costs incurred by Declarant, including at trial or on appeal.

11.8 Cost. The cost of all insurance contemplated by this section shall be an expense of the Association or as part of the budget.

ARTICLE XII AMENDMENT

This article sets forth the procedure for amending the Declaration.

12.1 Amendment:

(a) Subject to the provisions of Section 12.2, Declarant specifically reserves the absolute and unconditional right, so long as it owns any of the Lots, to amend this Declaration without the consent or joinder of any party (i) to conform to the requirements of the St. Johns River Water Management District and any local governmental agency having jurisdiction over *Greystone*, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development or any other generally recognized institution involved in the purchase and sale of home loan mortgages; (ii) to conform to the requirements of mortgages or title insurance companies; (iii) to correct, clarify or make internally consistent the provisions herein; or (iv) to make any other changes so long as no Owner's right to the use and enjoyment of the Owner's Lot is materially altered.

(b) Subject to the provisions of Section 12.2, this Declaration may be amended by consent of Owners of fifty percent (50%) or more of the Lots as evidenced by recording in the Public Records an instrument executed by said Owners, provided that no such amendment will be effective without the consent of Declarant or its assignees until the Declarant owns no Lots or other property within *Greystone*.

(c) Declarant, without the consent of any party, may, by Supplementary Declaration in accordance with the procedures set forth in Section 2.2, bring additional land within the scheme of this Declaration.

(d) Any amendment to the Declaration which would alter or eliminate responsibility for maintenance and operation of the Drainage System must have prior approval of the St. Johns River Water Management District and any local governmental agency having jurisdiction over *Greystone*.

12.2 Mortgagee's Consent to Amendments: This Declaration contains provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions are to be construed as covenants for the protection of Mortgagees on which they may rely in making loans secured by mortgages on the Lots. Accordingly, no amendment or modification of this Declaration impairing the rights, priorities, remedies or interests of Mortgagees shall be adopted without prior written consent of Mortgagees holding liens on thirty percent (30%) or more of the Lots encumbered by the mortgages. Each Mortgagee agrees that it will either consent to a proposed amendment or give notice of refusal to consent by written notice to the party requesting such consent within thirty (30) days after the request is received. If a Mortgagee does not respond within such time, the Mortgagee's consent will be deemed given, and an affidavit to such effect (including documentation proving receipt of the request to the Mortgagee) recorded in the Public Records by the party requesting the consent will be sufficient evidence of such consent in order to make the requested amendment effective. This Section shall not apply to or be construed as a limitation upon those rights of Declarant, the Association or the Owners to make amendments which do not adversely affect Mortgagees.

ARTICLE XIII ENFORCEMENT

This article sets forth the enforcement mechanisms available to the Association including the imposition of fines.

13.1 Remedies. If any person or entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Declarant, any Owner or the Association to: (a) prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction, or (b) maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction, for the purpose of preventing, or enjoining all or any such violations or attempted violations. The remedies contained in these provisions shall be construed as cumulative of all other remedies now or hereafter provided by law or this Declaration. Such enforcement may also be by official act of the St. Johns River Water Management District, in accordance with the permit issued by said agency at the time of platting *Greystone*. The failure of Declarant, its successors or assigns, or the Association or an Owner, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

13.2 Lessees to Comply with Declaration, Articles and Bylaws; Effect on Non-Compliance. All tenants shall be subject to the terms and conditions of this Declaration, the Bylaws, the Articles of Incorporation, and the rules and regulations promulgated thereunder as though such tenant were an Owner.

Each Owner agrees to cause said Owner's lessee, occupant, or persons living with such Owner or Owner's lessee to comply with the Declaration, Bylaws, Articles and the rules and regulations promulgated thereunder, and is responsible and liable for all violations and losses caused by such tenants or occupants notwithstanding the fact that such occupants of the Lot are also fully liable for any violation of the documents and regulations.

In the event that a lessee, occupant, or person living with the lessee violates a provision of the Declaration, Bylaws, Articles or rules and regulations adopted pursuant thereto, the Board shall have the power to bring an action or suit against the lessee to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity.

13.3 Enforcement By St. Johns River Water Management District: The covenants and restrictions contained in this Declaration may be enforced by Declarant, any Owner and any Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or suit seeking damages, injunction, specific performance or any other form of relief against any person, firm or entity violating or attempting to violate any covenant or restriction herein. Failure by any party to enforce any covenant or restriction shall in no event be deemed a waiver of such covenant or restriction or of the right of such party to enforce it thereafter. The prevailing party in any such litigation shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels. The St. Johns River Water Management District, **Alachua County and any other** local governmental agency having jurisdiction over *Greystone* will have the right to enforce, by proceedings at law or in equity, the provisions contained in this Declaration relating to maintenance, operation and repair of the Drainage System. Each party agrees that any dispute shall be determined by a judge and not a jury and waives its right to a jury trial in any litigation arising out of this Declaration.

13.4 Additional Enforcement Provisions.

(a) Compliance by Owners. Each Owner and the Owner's tenants, guests and invitees are governed by, and must comply with, applicable law and the governing documents of *Greystone*, and the rules of the Association.

(b) Procedure. Any Owner who wishes to report a violation of these restrictions or of the rules and regulations shall do so in writing to the Board. The Board shall investigate the complaint, and if it is determined to be well founded, shall write a letter to the offending Owner or tenant, guest or invitee and such letter shall set forth the infraction and a time period within which such Owner shall comply with these restrictions and/or rules and regulations. In the event the Owner does not comply by the date set forth in the Board's letter, the Board may take any of the enforcement actions set forth herein.

(c) Suspension and Fines. In addition to the means for enforcement provided in the Declaration, Bylaws or rules of this Association, or by law, in the sole discretion of the Board, suspension of use rights to use Common Property and facilities as provided by law, and levy a fine or fines may be imposed upon an Owner for failure of an owner, Owner's family, guests, occupants, licensees, invitees, tenants or employees, or both, to comply with any covenants, restriction, rule or regulation, provided the following procedures are followed:

(1) *Notice.* A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person or entity sought to be fined or suspended, and the Association shall notify the Owner of the infraction or infractions. Included in the Notice shall be the date and time of the next Board meeting at which time the Owner shall present reasons why penalties should not be imposed.

(2) *Hearing.* The non-compliance shall be presented at a hearing before a committee of at least three (3) Members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The requirements contained herein do not apply to the imposition of suspensions or fines upon any member because of the failure of the Member to pay assessments or other charges when due as authorized by Article X of this Declaration.

(3) *Fines.* The Board may impose a fine in the nature of a special assessment against the Lot owned by the Owner as follows:

- (i) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).
- (ii) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).
- (iii) Third and subsequent non-compliance or violation or violations which are of a continuing nature: a fine not in excess of One Thousand Dollars (\$1,000.00) for each such occurrence.

(4) *Payment of Fines.* Fines shall be paid not later than thirty (3) days after notice of the imposition or assessment of penalties.

(5) *Collection of Fines.* Fines shall be treated as a special assessment and a lien subject to the provisions for collection of assessments and enforcement of liens as set for in Article X herein.

(6) *Application of Fines.* All monies received from fines shall be allocated to the reserve for replacement funds of the Association.

(7) *Non-Exclusive Remedy.* These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

ARTICLE XIV GENERAL PROVISIONS

14.1 Incorporation of the Declaration: Any and all deeds conveying a Lot shall be conclusively presumed to have incorporated therein all of the terms and conditions of this Declaration.

14.2 Release from Minor Violations: Declarant, the Committee, and the Board, or either of them shall have the right but not the obligation, by written instrument, to release a Lot from minor violation(s) of this Declaration or the Plat including, without limitation (i) encroachments into easements; (ii) encroachments over building restriction lines; and (iii) construction of less than the required minimum square footage for the dwelling provided that the square footage is at least ninety-five percent (95%) of the required minimum.

14.3 Release from Other Violations: Declarant, the Committee, the Board or either of them shall have the right, by written instrument, to release a Lot from a violation or violations of this Declaration or Plat if enforcement of the provision herein violated conflicts with the Americans with Disabilities Act or any other federal or state statute.

14.4 Assignment: Declarant shall have the right from time to time to assign any of its rights or obligations pursuant hereto in part or in whole.

14.5 Notices: Notices shall be deemed to have been given or made as to Owners when posted at the Owner's dwelling or vacant Lot or mailed first-class, postage prepaid to the Owner's address maintained by the Association or when posted at the Common Property if the notice is applicable to all Owners; and, as to Declarant, when mailed certified mail to the corporate address of Declarant filed with the Florida Secretary of State.

14.6 Captions and Statements of Purpose: The Statement of Purpose, the captions and the Article summaries immediately following each Article caption are intended as a matter of convenience and for reference only, and such statement, captions and summaries shall not define, limit or in any way affect any of the terms or provisions of this Declaration.

14.7 Gender and Plural Terms: Wherever the context so requires, any pronoun may be deemed to mean the correspondingly masculine, feminine or neuter form; and the singular form of any noun or pronoun may be deemed to mean the correspondingly plural form thereof and vice versa.

14.8 Severability; Governing Law; Amendment to Laws: In the event any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, such judicial determination shall not affect any of the other provisions of this Declaration, which shall remain in full force and effect. Without limiting the foregoing, the invalidation of any of the covenants, restrictions, terms or conditions of this Declaration or a reduction in their term by reason of the legal rule against perpetuities shall not affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law. This Declaration shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to choice of law rules. Any amendment to applicable law which has the effect of reducing the rights of Declarant or of increasing the liabilities of or duties imposed upon Declarant will not be incorporated into this Declaration by reference. All other references to applicable laws and regulations will incorporate amendments to the same.

14.9 Duration and Renewal: This Declaration (but excluding the easements herein created which are perpetual) and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein, including, without limitation, the provisions for assessment of Lots, shall run with and bind all of the Lots and inure to the benefit of Declarant, the Owners and their respective legal representatives, heirs, successors and assignees for a term of ninety (90) years from the date hereof, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such ninety-year (90-year) time or of each ten-year (10-year) extension, as the case may be, an instrument signed by a majority of all Owners and of all Mortgagees is recorded in the Public Records terminating the Declaration, upon which event this Declaration shall be terminated upon the expiration of the ninety-year (90-year) or ten-year (10-year) extension during which such instrument was recorded, as the case may be.

Notwithstanding the above, the Declaration may not be terminated unless the Drainage System has been dedicated to and accepted for maintenance by the appropriate unit of government or otherwise transferred to and accepted for maintenance by an approved entity. Dedication or approval must be authorized by the St. Johns River Water Management District and the local government jurisdiction through modification of any and all permits or authorizations issued by the St. Johns River Water Management District or the local government jurisdiction. Such modification shall be made under the lawfully adopted rules of the St. Johns River Water Management District and the local government jurisdiction in effect at the time of application for such modification.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

Greystone of Gainesville, LLC,
a Florida limited liability company

Witness Name: Denise howy Hutson

By: [Signature]
Thomas C. Spain, Managing Member

"DECLARANT"

Witness Name: Glenda J. Hayden

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 30 day of January, 2007, by Thomas C. Spain, as Managing Member of Greystone of Gainesville, LLC, a Florida limited liability company, who executed same on behalf of said limited liability company. Thomas C. Spain is personally known to me, or has produced _____ as identification.

NOTARY PUBLIC-STATE OF FLORIDA
Denise L. Hutson
Commission # DD610049
Expires: DEC. 12, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

[Signature]
Notary Public, State of Florida
Denise howy Hutson
Print, Type or Stamp Commissioned Name
of Notary Public

EXHIBIT A

INSTRUMENT # 2310295
60 PGS

**ARTICLES OF INCORPORATION
OF
GREYSTONE OF GAINESVILLE HOMEOWNER'S ASSOCIATION, INC.**

By these Articles of Incorporation, the undersigned Subscriber forms a corporation not for profit in accordance with Chapter 720, Florida Statutes, and pursuant to the following provisions ("these Articles"):

**ARTICLE I
NAME**

The name of the corporation shall be **GREYSTONE OF GAINESVILLE HOMEOWNER'S ASSOCIATION, INC.**

**ARTICLE II
DURATION**

The Association shall exist perpetually unless and until dissolved according to law. Corporate existence of the Association shall commence upon the filing of these Articles with the Florida Department of State.

**ARTICLE III
DEFINITIONS**

3.1 Additional Property shall mean and refer to those real properties, together with any improvements thereon, other than the property described in the Plat as that term is defined herein, which are made subject to the Declaration under provisions of Article II thereof.

3.2 Assessments shall mean and refer to assessments from time to time levied by the Association for Common Expenses when authorized by the Declaration or by the Board of Directors of the Association.

3.3 Association shall mean and refer to GREYSTONE OF GAINESVILLE HOMEOWNER'S ASSOCIATION, INC., a Florida Not-for-Profit corporation, its successors or assigns.

3.4 Board of Directors of the Association shall mean and refer to the Board of Directors initially appointed by the Declarant and thereafter elected by the Owners of Lots in *Greystone* and given such duties and powers contained in the Declaration.

3.5 Common Expenses shall mean and refer to the actual and estimated expenses of operating the Association and meeting the costs incurred or to be incurred relative to the performance of the duties of the Association, including without limitation, the costs incurred for operation, maintenance and improvement of any Common Property, including any reserves established by the Association, all as may be found to be necessary and appropriate by the Board of Directors of the Association pursuant to the Declaration, the Bylaws and these Articles.

3.6 Common Property shall mean and refer to those lands and any improvements thereon designated as *Conservation Areas, Conservation Management Area, Open Space, Open Space, Common Public Utility Easement, Drainage Easement, Easement and Common Area and Drainage Easement and Common Area*, on the Plat, which said lands or facilities are intended to be devoted exclusively to the use and employment of the Owners of the Lots located within *Greystone*. The costs of operation, maintenance and improvements of Common Property shall be borne solely by the Association as set forth in the Declaration.

Provided however, certain portions of the Common Property shall be maintained by the Master Association as that term is defined in the Declaration.

3.7 Declarant shall mean and refer to GREYSTONE OF GAINESVILLE, LLC, a Florida limited liability company, and its successors and assigns. No successor or assignee of the Declarant shall have any rights or obligations of the Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law. The Declarant may or may not be the Owner of those real properties made subject to the Declaration. The Owner(s) of the real property, at the time of annexation of said real property to the Declaration, shall be deemed to designate and authorize GREYSTONE OF GAINESVILLE, LLC its successors and/or assigns, as authorized agent to exercise all rights and fulfill all duties required by the Declarant or as an Owner hereunder.

3.8 Declaration shall refer to the Declaration of Covenants, Conditions, Restrictions and Easements for *Greystone*, executed as of January 29th, 2007, and recorded at Official Records Book 3539, page 370 of the Public Records of Alachua County, Florida, and as amended from time to time.

3.9 Lot shall mean a residential Lot in *Greystone*.

3.10 Owner shall mean and refer to the record holder, whether one or more persons or entities of fee simple title to a Lot in *Greystone* (other than the Association); but notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to a foreclosure proceeding or a conveyance in lieu of foreclosure.

3.11 Plat The Plat of *Greystone* recorded at Plat Book 27, Page 92-93 of the Public Records of Alachua County, Florida.

3.12 Greystone shall mean and refer to the real property described in the Plat, together with such additional property as may be annexed thereon from time to time under the provisions of Article II of the Declaration.

ARTICLE IV PRINCIPAL OFFICE

The principal office of the Association is located at 2321 - A2 NW 41st Street, Gainesville, FL 32606.

ARTICLE V REGISTERED OFFICE AND AGENT

Denise Lowry Hutson, whose address is 3940 NW 16th Boulevard, Suite B, Gainesville, FL 32605, is hereby appointed the initial registered agent of the Association, and the registered office shall be at said address.

ARTICLE VI PURPOSE AND POWERS OF THE ASSOCIATION

The Association is formed to carry out the duties and responsibilities imposed upon it by the Declaration. The Association shall have all the powers of a non-profit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, these Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of *Greystone* and Common Property within its jurisdiction.

The Association is further organized for the management, maintenance, operation and care of real and personal property, including without limitation the following powers:

- A. To fix and make assessments and collect the assessment by any lawful means;
- B. To borrow money as authorized by the Board of Directors for the benefit of the Association;
- C. To use and expend the proceeds of assessments and borrowings in a manner consistent with the purposes for which the Association is formed;
- D. To review plans and specifications of proposed improvements to determine whether said improvements comply with the Declaration;
- E. To maintain, repair, replace, operate and care for real and personal property;
- F. To levy and collect adequate assessments against the owners of the Association for the costs of the Association.
- G. To purchase and maintain insurance;
- H. To make, amend, impose and enforce by any lawful means reasonable rules and regulations for use of the Common Areas, Association property and Lots;
- I. To contract with others for services;
- J. To do and perform anything required by these Articles, the Bylaws or the Declaration to be done by an Owner, but if not done by an Owner in a timely manner, at the expense of Owner; and,
- K. 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.
- M. To operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit no. Hbd requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system.
- L. To levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system to include but not be limited to work within retention areas, drainage structures and drainage easements.

The foregoing specific duties and responsibilities are not to be 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 VII
MEMBERSHIP**

Each Owner, including the Declarant, shall be a Member of the Association. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a Member. The Association membership of each Owner shall be appurtenant to the Lot giving rise to such membership and shall not be transferred except upon the transfer of title to said Lot and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

**ARTICLE VIII
BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a Board, elected as provided for in the Bylaws of the Corporation, of not less than three (3) nor more than five (5) directors who must be Members. The initial Board shall be comprised of three (3) people. Notwithstanding the above, until such time as the Declarant has relinquished control of the Association pursuant to the Declaration, the Declarant shall be entitled to designate the Board of Directors of the Association. Declarant-appointed directors need not be Members. The names and addresses of persons who are to act in the capacity of director until appointment or election of their successors pursuant to these Articles are as follows:

<u>Name</u>	<u>Address</u>
Thomas C. Spain	2321 - A2 NW 41 st Street, Gainesville, FL 32606
Susan B. Spain	2321 - A2 NW 41 st Street, Gainesville, FL 32606
Mike Cooper	2321 - A2 NW 41 st Street, Gainesville, FL 32606

Once the Declarant relinquishes its right to appoint the Board of Directors, the Members shall elect the directors for terms of two (2) years each, and said Directors shall be Members. In the event that the number of people comprising the Board of Directors is changed, such change in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year.

This provision, requiring notification of transfer of control of the Association, shall not be subject to amendment or deletion.

**ARTICLE IX
OFFICERS**

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at the first meeting, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	Thomas C. Spain	2321 - A2 NW 41 st Street Gainesville, FL 32606
Secretary/Treasurer	Susan B. Spain	2321 - A2 NW 41 st Street Gainesville, FL 32606
Vice President	Mike Cooper	2321 - A2 NW 41 st Street Gainesville, FL 32606

ARTICLE X INDEMNIFICATION

10.1 Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon a director or officer in connection with any proceeding, whether civil, criminal, administrative or investigative; or any settlement of any proceeding; or any appeal from such proceeding to which a director or officer may be a party or in which a director or officer may become involved by reason of a director or officer being or having been a director or officer of the Association; or having served at the Association's request as a director or officer of any other corporation, whether or not said director or officer is a director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such director or officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

10.2 Expenses incurred in defending a suit or proceeding, whether civil, criminal, administrative or investigative, may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested directors upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that said director or officer is not to be indemnified by the Association as authorized by these Articles of Incorporation.

10.3 The Association shall have the power to purchase at its expense and maintain insurance on behalf of any person who is or was a director or officer of the Association, or who is or was serving at the request of the Association as a director or officer of another association against any liability asserted against a director or officer and incurred by a director or officer in any such capacity; or arising out of a director or officer status as such, whether or not the Association would have the power to indemnify a director or officer against such liability under the provisions of these Articles.

ARTICLE XI ADOPTION OF BYLAWS; AMENDMENT OF ARTICLES AND BYLAWS PROCEDURE FOR AMENDMENT

11.1 Adoption of Bylaws Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded consistent with these Articles, the Bylaws and the Declaration.

11.2 Procedure to Amend Articles Amendments to these Articles of Incorporation shall be made in the following manner:

11.2.1 Resolution. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting.

11.2.2 Notice. Within the time and in the manner provided in the Bylaws for giving notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

11.2.3 Vote. At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving a majority of votes of all Members entitled to vote thereon.

11.2.4 Multiple Amendments. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

11.2.5 Agreement. If all of the Directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, the amendment shall thereby be adopted as though Subsections 11.2.1 through 11.2.3 had been satisfied.

11.2.6 Action Without Directors. The Members may amend these Articles without an act of the Directors at a meeting for which notice of the changes to be made is given.

11.2.7 Limitations. No amendment shall make any changes in the qualifications for Members nor the voting rights of Members without approval in writing by all Members. No amendment shall be made which is in conflict with the Declaration. So long as the Declarant shall own any lands within Greystone, no Declarant-related amendment shall be made to the Declaration, to the Articles or the Bylaws of the Association unless such amendment is first approved in writing by the Declarant. Any amendment shall be deemed to be Declarant-related if it does any of the following:

- a. Directly or indirectly by its provisions or in practical application relates to the Declarant in a manner different from the manner in which it relates to other Owners;
- b. Modifies the definitions provided for by Article I of the Declaration in a manner which alters the Declarant's rights or status;
- c. Modifies or repeals any provision of Article III of the Declaration;
- d. Alters the character and rights of membership as provided for by Article VII of the Declaration or affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Association;
- e. Alters any previously recorded or written agreement with any public or quasi-public agencies, utility companies, political subdivisions, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements or facilities;
- f. Denies the right of the Declarant to convey Common Property to the Association;
- g. Modifies the basis or manner of assessment as applicable to the Declarant or any lands owned by the Declarant; or,
- h. Alters or repeals any of the Declarant's rights or any provision applicable to the Declarant's right as provided for by any such provision of the Declaration.

11.2.8 Filing. A copy of each amendment shall be certified by the Secretary of State, State of Florida, and be recorded in the Public Records of Alachua County, Florida.

**ARTICLE XII
SUBSCRIBERS**

The name and address of the Subscriber to these Articles of Incorporation is as follows:


<u>Name</u>	<u>Address</u>
Thomas C. Spain	2321 - A2 NW 41 st Street Gainesville, FL 32606

**ARTICLE XIII
NON-STOCK CORPORATION**

The Association is organized on a non-stock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit. In addition, the Association shall not pay dividends, and no part of any income of the Association shall be distributed to its Members, directors or officers.

IN WITNESS WHEREOF, the undersigned Subscriber has caused these presents to be executed as of the 3 day of January, 2007.

Signed, sealed and delivered
in the presence of:



 Print Name **DENISE LOWRY HUTSON**

 Print Name Glenda J Hayden



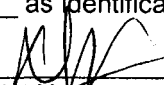
 THOMAS C. SPAIN

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 3rd day of January, 2007, by THOMAS C. SPAIN. Subscriber to the Articles of Incorporation. Such person(s):

- is/are personally known to me.
- produced a current Florida driver's license as identification.
- produced _____ as identification.

NOTARY PUBLIC-STATE OF FLORIDA
Denise L. Hutson
 Commission # DD610049
 Expires: DEC. 12, 2010
 BONDED THRU ATLANTIC BONDING CO., INC.



 Print Name: **DENISE LOWRY HUTSON**
 Notary Public, State of Florida
 My Commission Expires:
 Serial Number, if any: _____

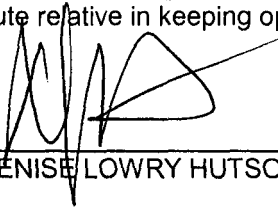
REGISTERED AGENT CERTIFICATE

Pursuant to the Florida Not-For-Profit Corporation Act, the following is submitted in compliance with the statute:

That GREYSTONE HOMEOWNER'S ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its registered office as indicated in the Articles of Incorporation at the City of Gainesville, County of Alachua, State of Florida, has named DENISE LOWRY HUTSON, as its registered agent to accept service of process and perform such other duties as are required in the State.

ACKNOWLEDGMENT:

Having been named to accept service of process and serve as registered agent for the above-stated corporation at the place designated in this Certificate, the undersigned hereby agrees to act in this capacity and agrees to comply with the provision of the statute relative in keeping open the office and further states that I am familiar with §720.0503, Florida Statutes.


DENISE LOWRY HUTSON

DATED: January 30, 2007

BYLAWS OF
GREYSTONE OF GAINESVILLE
HOMEOWNER'S ASSOCIATION, INC.

a Non-Profit Corporation

1. **Definitions.** When used in these Bylaws, the terms defined in Article III of the Articles of Incorporation of Greystone of Gainesville Homeowner's Association, Inc., ("the Articles") shall have the same meanings as in the Articles.

2. **Identity.** These are the Bylaws of Greystone of Gainesville Homeowner's Association, Inc., a Florida not-for-profit corporation organized pursuant to Chapter 720, Florida Statutes (the "Association").

2.1 **Office.** The office of the Association shall be located at 2321 - A2 NW 41ST Street, Gainesville, FL 32606, or at such other place as may be designated from time to time by the Board of Directors.

2.2 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.

2.3 **Seal.** The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation not for profit" and the year of incorporation.

3. **Members.**

3.1 **Qualification.** The Members of the Association shall consist of every Owner, including the Declarant, and in the case of multiple Owners, every group of record owners, of Lots in *Greystone*. The foregoing is not intended to include persons or entities who hold an interest merely as security for performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

3.2 **Change of Membership.** Change of membership in the Association shall be established by recording in the Public Records of Alachua County, Florida, a deed or other instrument establishing record title to a Lot. The Owner designated as grantee by such instrument thus becomes a Member of the Association, and the membership of the prior Owner is terminated. The new Owner shall notify the Association of such property transfer and furnish the Association a copy of the recorded deed, the new Owner's address and the Owner's local agent, if any, in the event the Owner is located outside the State of Florida. Any notice requirements set out in these Bylaws and in the Articles shall be deemed to be complied with if notice to an Owner is directed to the address of said Owner as then reflected in the Association's records.

3.3 **Voting Rights.** Voting rights of each Member of the Association shall be as set forth in the Declaration and the Articles, and the manner of exercising such voting rights shall be as set forth in these Bylaws.

3.4 **Designation of Voting Representative.** If a Lot is owned by one person or entity, its rights to vote shall be established by the record title to the Lot. If a Lot is owned by more than one person or entity, the person entitled to cast the votes for the Lot shall be designated by a certificate signed by all the record Owners of the Lot and filed with the Secretary of the Association. If a Lot is owned by a general or limited partnership, the person entitled to cast votes for the Lot shall be designated by a certificate of appointment signed by one of the general partners and filed with the Secretary of the Association. If a Lot is owned by a corporation, the person entitled to cast votes for the Lot shall be designated by a certificate of appointment signed by the President or Vice President of the corporation and filed with the Secretary of the Association. If a Lot is owned in trust, the person entitled to vote for the Lot shall be designated by a certificate of appointment signed by the trustee of record for the trust and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in ownership of the Lot. A certificate designating the person entitled to cast votes of a Lot may be revoked in

writing by an Owner thereof.

3.5 Approval or Disapproval of Matters. Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the votes of such Owner if at an Association meeting, unless the joinder of record Owner is specifically required by the Declaration, the Articles or by these Bylaws.

3.6 Restraint Upon Assignment of Shares in Assets. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to that Owner's Lot.

4. Members' Meetings.

4.1 Annual Members' Meetings. The annual Members' meeting shall be held at the office of the Association at 5:00 p.m. on the third Wednesday of January of each year for the purpose of electing directors and for transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal or religious holiday, the meeting shall be held at the same hour on the next day which is not a legal or religious holiday. Provided, however, the Board of Directors shall have the discretion to hold the annual meeting at any other time or during the month of January which they may deem to be more convenient to the Members of the Association.

4.2 Special Members' Meetings. Special meetings of the Members may be called by any one of the following persons or groups:

(a) The Board of Directors, or

(b) The holders of not less than one-fourth (1/4) of all the votes entitled to be voted at the meeting.

4.3 Notice of All Meetings of Members. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called shall be delivered to each Member entitled to vote at such meeting not less than ten (10) or more than sixty (60) days before the date of the meeting, either personally or by first-class mail, by or at the direction of the President, the Secretary or the officer or persons calling the meeting.

4.4 Quorum. A quorum at Members' meetings shall consist of thirty percent (30%) of all votes in the Association, whether represented in person or by proxy. If a quorum is present, the affirmative vote of a majority of votes represented at a meeting and entitled to vote on the subject matter shall constitute the acts of the Members except when approval by a greater number of Members is required by the Declaration, these Bylaws or the Articles. When a specified item of business is required to be voted upon by a particular class of Members, a majority of the votes of such class of Members shall constitute a quorum for the transaction of such item of business by that class. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members so as to reduce the number of votes at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof.

4.5 Proxies. Every Member entitled to vote at a meeting of members or to express consent or dissent without a meeting or that Member's duly authorized attorney-in-fact may authorize another person or persons to act for that Member by proxy. Every proxy must be signed by the Member or that Member's attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Member executing it and shall expire upon the transfer of title to the Lot giving rise to the voting rights to which the proxy pertains. The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the Member who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by the Association officer responsible for maintaining the list of Members.

4.6 Adjourned Meetings. When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted on the original date of the meeting. If, however, after the adjournment the Board fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given in compliance with these Bylaws to each Member on the new record date entitled to vote at such meeting.

4.7 Order of Business. The order of business at annual Members' meetings, and as far as practical at all other Members' meetings, shall be as follows:

- a. Calling of the roll and certifying of proxies.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading and disposing of any unapproved minutes.
- d. Reports of officers.
- e. Reports of committees.
- f. Appointment of directors.
- g. Appointment of nominating committee.
- h. Unfinished business.
- i. New business.
- j. Adjournment.

4.8 Minutes of Meetings. The Association shall maintain minutes of each meeting of the membership and of the Board of Directors in a businesslike manner. The minutes shall be kept in a book available for inspection by members or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than three (3) years.

5. Board of Directors.

5.1 Number. The affairs of the Association shall be managed by a Board of not less than three (3) nor more than five (5) directors. The initial Board shall be comprised of three (3) directors. The number of directors may be increased from time to time by amendment to the Articles to a maximum of five (5) directors. In the event that the number of directors is changed, such change in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year. Anything in these Bylaws to the contrary notwithstanding, the Declarant shall be entitled to designate the Board of Directors of the Association as set forth in the Declaration.

5.2 Term of Office. Once the Declarant has relinquished the power to designate the Board of Directors, the Members shall elect the directors for a term of two (2) years each as provided in the Articles. Each director shall hold office for the term for which said director is elected and until said director's successor shall have been elected and qualified or until the director's resignation, removal from office or death.

5.3 Removal. Except for the Declarant-appointed directors who may only be removed by the Declarant, any director may be removed from the Board, with or without cause, by a majority vote of the Members of each class. In the event of the death, resignation or removal of a director, the director's successor shall be selected by the remaining directors and shall serve the unexpired term of the director's predecessor except in the case of a Declarant-appointed Director, in which case Declarant shall appoint the

successor.

5.4 Directors' Fees. Directors shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

5.5 Election. Except for Declarant-appointed directors, election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the Members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to cast under the provisions of the Articles. The persons receiving the largest number of votes for each vacancy shall be elected.

5.6 Nominations. Nominations for election to the Board of Directors shall be made by a Nominating Committee, which shall be one of the standing committees of the Association.

5.7 Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a director, and two or more Members of the Association. 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 annual meeting.

5.8 Duties of Nominating Committee. 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 is to be filled. Such nominations may be made from among Members or officers, directors or agents of the Declarant, as the Committee in its discretion shall determine. Separate nominations shall be made for each vacancy to be filled. Nominations shall be placed on a written ballot as provided in Section 5.9 and shall be made in advance of the time fixed in Section 5.9 for the mailing of such ballots to Members.

5.9 Ballots. All elections to the Board of Directors shall be made on a written ballot which shall (a) describe the vacancies to be filled; (b) set forth the names of those nominated by the Nominating Committee for each such vacancy; and (c) contain a space for a write-in vote by the Members for each vacancy. Such ballots shall be prepared and mailed by the Secretary to the Members at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the meeting at which the vote is to be taken).

5.10 Number of Ballots. Each Member shall receive as many ballots as it has votes. Notwithstanding that a Member may be entitled to several votes, it shall exercise on any one ballot only one vote for each vacancy shown thereon.

6. Meetings of Directors.

6.1 Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly without notice at such place and hour as may be fixed from time to time by resolution of the Board. If the day for such regular meeting is a legal holiday, the meeting shall be held at the same time on the next day that is not a legal holiday. Notice of such regular meeting is hereby dispensed with. Regular meetings of the Board of Directors shall be open to the Members.

6.2 Special Meetings. Special meetings of the Directors may be called by the Chairman of the Board, by the President of the Association or by any two (2) directors. No less than two (2) days' notice of the special meeting shall be given to each director personally or by fax, first-class mail, telegram or cablegram, which notice shall state the time, place and purpose of the meeting.

6.3 Action Taken Without a Meeting. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holdings of such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the

Association's records and made a part of the minutes of the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

6.4 Defects in Notice, etc., Waived by Attendance. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting or the manner in which it has been called or convened except when a director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Directors may participate in a meeting of such Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

6.5 Quorum. A quorum at a directors' meeting shall consist of a majority of all votes of the entire Board of Directors. The acts approved by a majority of those votes represented at a meeting at which a quorum is present shall constitute the act of the Board of Directors except where approval by a greater number of directors is required by the Declaration, a Supplemental Declaration, the Articles or these Bylaws.

6.6 Adjourned Meetings. A majority of the directors present, whether or not a quorum exists, may adjourn any meeting of the Board of Directors to another time and place. Notice of any such adjourned meeting shall be given to the directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors.

6.7 Action by Directors Without a Meeting. Any action required to be taken at a meeting of the directors or a committee thereof may be taken without a meeting if a consent in writing setting forth the action to be taken signed by all the directors or all the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board or of the committee. Such consent shall have the same effect as a unanimous vote.

6.8 Presiding Officer. The presiding officer of directors' meetings shall be the President. In the absence of the President, the Vice President shall preside, and in the absence of both, the directors present shall designate one of their number to preside.

6.9 Powers and Duties of Board of Directors. All of the powers and duties of the Association existing under Chapter 720, Florida Statutes, the Declaration, the Articles and these Bylaws shall be exercised by the Board of Directors, subject only to approval by Members when such is specifically required.

7. Officers.

7.1 Officers and Election. The executive officers of the Association shall be a President, who shall be selected from the Board of Directors; a Vice-President, who also shall be selected from the Board of Directors; a Treasurer; and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary or convenient to manage properly the affairs of the Association.

7.2 President. The President shall be the chief executive officer of the Association. The President shall have all the powers and duties which are usually vested in the office of President of an association, including but not limited to, the power to appoint committees from among the Members from time to time as the President may in his discretion determine appropriate to assist in conducting the affairs of the Association. The President shall serve as chairman of all Board and Members' meetings.

7.3 Vice President. The Vice President shall, in the absence or disability of the President,

exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

7.4 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the Members. The Secretary shall attend to the giving and serving of all notices to the Members and directors and other notices required by law. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the directors or the President. The duties of the Secretary may be fulfilled by a manager employed by the Association.

7.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness; the Treasurer shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments; and the Treasurer shall perform all other duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by a manager employed by the Association.

7.6 Compensation. Directors will not receive compensation for their services unless approved by the Members.

8. 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 and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

9. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions.

9.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications and any other classifications as shall be appropriate, when authorized and approved by the Board of Directors. The receipts shall be entered by their amounts, by accounts and receipt classifications. Expenses shall be entered by their amounts, by accounts and expense classifications.

a. Current Expense. The current expense account shall include all receipts and expenditures to be made within the year for which the expenses are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to fund reserves. This may include, but not be limited to, in any order:

- (1) Professional, administration and management fees and expenses;
- (2) Taxes on Common Property;
- (3) Expenses for utility services and maintenance expenses relating to the
Common Property;
- (4) Insurance costs;
- (5) Administrative and salary expenses; and,
- (6) Operating capital; and
- (7) Other expenses.

b. Reserve for Deferred Maintenance. If required by the Board of Directors,

there shall be established a reserve account for deferred maintenance which shall include funds for major maintenance items which are the obligation of the Association and which occur less frequently than annually.

c. Reserve for Replacement. If required by the Board of Directors, there shall be established a reserve account for replacement which shall include funds for repairs or replacements which the Association is obligated to make resulting from damage, depreciation or obsolescence.

9.2 Budget. The Board of Directors shall adopt an operating budget for the Property in advance for each calendar year which shall include the estimated funds required to defray the current expenses and shall provide funds for the foregoing reserves.

9.3 Depository. The depository of the Association will be such banks in Alachua County, Florida, as shall be designated from time to time by the directors. The withdrawal of monies from such accounts shall be only by checks signed by such persons as authorized by the directors; provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.

10. Parliamentary Rules. Roberts' Rules of Order (late edition) shall govern the conduct of Association meetings when not in conflict with these Bylaws.

11. Amendment. Amendments to these Bylaws shall be proposed and adopted in the following manner:

11.1 Resolution. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual meeting or a special meeting.

11.2 Notice. Within the time and in the manner provided in these Bylaws for giving notice of meetings to Members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

11.3 Vote. At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving both the affirmative vote of a majority of the votes of Members of each class entitled to vote thereon as a class and the affirmative vote of a majority of the votes of all Members entitled to vote thereon.

So long as the Declarant shall own any lands within the Development Plan, no Declarant-related amendment shall be made to the Declaration, to the Articles or to the Bylaws of the Association unless such amendment is first approved in writing by the Declarant. Any amendment shall be deemed to be Declarant-related if it does any of the following:

(i) Directly or indirectly by its provisions or in practical application relates to the Declarant in a manner different from the manner in which it relates to other owners;

(ii) Modifies the definitions provided for by Article I of the Declaration in a manner which alters the Declarant's rights or status;

(iii) Modifies or repeals any provision of Article III of the Declaration;

(iv) Alters the character and rights of membership as provided for by Article VII of the Declaration or affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Association;

(v) Alters any previously recorded or written agreement with any public or quasi-public agencies, utility companies, political subdivisions, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements or facilities;

(vi) Denies the right of the Declarant to convey Association Common Property; or,

(vii) Modifies the basis or manner of assessment as applicable to the Declarant or any lands owned by the Declarant.

11.4 Multiple Amendments. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

11.5 Agreement. If all the directors and all the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Bylaws be adopted, and the same do not violate the prohibitions of 11.3 relative to the Declarant, the amendment shall thereby be adopted as though Subsections 11.1 through 11.3 had been satisfied.

11.6 Recording. A copy of each amendment shall be recorded in the Public Records of Alachua County, Florida, as soon as possible after adoption.

11.7 Provisions. No amendment shall make any changes in the qualifications for membership nor the voting rights of Members without approval in writing by all Members. No amendment shall be made that is in conflict with Chapter 720, Florida Statutes, or with the Declaration or Articles of Incorporation.

12. Pronouns. Whenever the context permits, the singular shall include the plural, and one gender shall include all.

The foregoing were adopted as the Bylaws of Greystone of Gainesville Homeowner's Association, Inc., a non-profit corporation established under the laws of the State of Florida, at the first meeting of the Board of Directors on the 29 day of January, 2007.

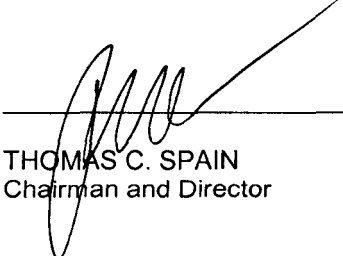

THOMAS C. SPAIN
Chairman and Director

EXHIBIT C

**GREYSTONE SUBDIVISION
CONSERVATION MANAGEMENT AREA
MANAGEMENT PLAN**

I. General Project Description

The development of the Greystone Subdivision will result in no net loss of intact, native plant communities or loss of a regulated natural resource. No wetland impacts will occur and all native, high-quality plant communities will be preserved and placed in a conservation easement granted to Alachua County. The open space that will be preserved on the project site is presented in **Figure 1**. The open space includes all wetlands and wetland buffers that essentially constitute the total natural area habitat on site. The total open space to be preserved equals 9.84 acres, or 31.8% of the total project area. This exceeds the 20% required open space (COSE Policy 5.2.2) acreage of 6.19 acres by 11.8%.

The proposed project results in the following development statistics:

Project area	30.93 acres
Residential units	47 detached units
Existing impervious surface	0.86 acres
Proposed impervious surface	5.77 acres
Stormwater basins	1.85 acres
Floodplain	0.00 acres
Buffers/screening	0.56 acres

The open space is located in two (2) distinct regulated environmental resource areas, which are designated as follows (see Figure 1):

- 1) Conservation Management Area No. 1 and Open Space (**CMA #1**)
- 2) Smith Creek Conservation Management Area No. 2 and Open Space (**CMA #2**)

CMA #1 contains 7.21 acres of depressional wetlands, buffers, and significant upland habitat. **CMA #2** contains 2.63 acres of riparian wetland and associated buffers.

II. Natural Communities

The **CMA#1** area is a large expanse of native plant community that occurs along the southeastern corner of the project site. This is a complex of sinkhole-depression wetlands consisting of five (5) well-defined, unconnected, isolated depressions. Along the perimeter of each system is large live oak (*Quercus virginiana* Mill.), pignut hickory (*Carya glabra* [Mill.] Sweet), water oak (*Quercus nigra* L.), white ash (*Fraxinus americana*

L.), and swamp black gum (*Nyssa sylvatica* Marsh. var. *biflora* [Walt.] Sarg.). Within each depression, swamp black gum (*Nyssa sylvatica* Marsh. var. *biflora* [Walt.] Sarg.), common buttonbush (*Cephalanthus occidentalis* L.), and red maple (*Acer rubrum* L.) are common.

The **CMA#2** area is a deeply incised riparian community known as Smith Creek that traverses along the entire northwest perimeter of the property. This area has been cleared along the south perimeter as a result of historic agricultural activities. The northern boundary of the clearing is roughly where the slopes descend so steeply as to preclude agricultural use.

The northeastern boundary of the riparian system has been encroached upon by residential development that essentially extends to the top of the stream bank in many areas. The northwestern boundary of the system is formed by a very large, forested storm basin that was actually placed within the floodplain of the system. As a result of these disturbances, there are a host of nuisance and exotic landscape plants that are now part of the flora of this system. These species are common components of the groundcover of this system, and, in many areas, it is difficult to determine the boundary between the riparian system and the neighboring residents' flower beds.

The native plant community type that occurs on the steep slopes fringing this riparian system is best described as mesic hammock. Common species include live oak (*Quercus virginiana* Mill.), laurel oak (*Quercus hemisphaerica* Bartr.), water oak (*Quercus nigra* L.), pignut hickory (*Carya glabra* [Mill.] Sweet), southern magnolia (*Magnolia grandiflora* L.), swamp chestnut oak (*Quercus michauxii* Nutt.), spruce pine (*Pinus glabra* Walt.), and loblolly pine (*Pinus taeda* L.).

The proposed project offers no threat of harm to the continual existence of these systems. The project will be developed within an area that was previously used as single family residences with associated cattle and equine agricultural uses.

III. Perpetual Management Strategies for Conservation Management Area No. 1 and Open Space

Consistent with Article 20 (ULDC), Section 406.112, the following management strategies will be employed:

- A. **Description of goals and objectives based on type of natural resources to be managed:** The depression wetland areas, associated buffers, and significant upland habitat will be protected and managed so that the type, nature, and function of these systems that exists at the time the project is initiated is maintained for perpetuity. Natural successional changes to latter successional native communities is expected and will not be hindered.
- B. **Description of all proposed uses:** The proposed allowable uses of the conservation area are, as follows:
 - 1. Nature trails (mulched walking paths, elevated wooden walkways);

2. Low intensity, passive recreational activities such as wildlife viewing and hiking;
3. Scientific and educational activities (interpretive trails, observation points);
4. Site investigative work such as surveys, soil logs, and percolation tests;
5. Constructing fences along the perimeter where no fill activity is required;
6. Other uses demonstrated to be compatible with natural resource protections as outlined in the management plan;
7. Use of small, motorized vehicles, such as wheelchairs or golf carts, on walking trails to enable access for the elderly or handicapped;
8. Landscaping with native plants along the perimeter boundary of the systems;
9. Replanting of native plants in areas damaged by disease or storms;
10. Removal of invasive, non-native vegetation;
11. Removal of nuisance, native vegetation;
12. Supervised recreational uses with pets;
13. Placement of small bird or mammal feeders;
14. Clearing of vegetation encroaching on nature trails;
15. Discharge of treated stormwater; and
16. As a result of this project, a "grinder pump" sanitary force main will be extended through this area. The force main will generally be located along an existing underground telephone line. This path has historically been cleared and maintained, so minimal disturbance to this area as a result of this activity is expected.

C. Description of prohibited uses:

1. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground.
2. Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.
3. Removal or destruction of native trees, shrubs, or other vegetation, except for safety reasons, *e.g.*, falling trees.
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface.
5. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition.
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
7. Acts or uses detrimental to such retention of land or water areas.
8. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.
9. Planting of non-native vegetation.
10. Deposition of landscape debris.

D. **Management activities to protect the natural resources of the conservation area:**

1. **Plan for Removal and Maintenance of Exotic and Invasive Species**

General Description: At present, there is very minimal colonization of invasive exotic species in this management area. During a field survey conducted 20 July 2006, Ecosystem Research Corporation located a total of 12 popcorn trees (*Sapium sebiferum* [L.] Roxb.) and 1 stand of Japanese honeysuckle (*Lonicera japonica* Thunb.) in the area. All small trees were uprooted and destroyed. Trees less than 6" were cut down and trees greater than 6" were girdled. The locations of all trees were recorded using a hand-held GPS unit. The locations are shown in **Figure 2**. Immediately following permit issuance, the stumps will be located and herbicide will be applied to the stumps and to the stand of Japanese honeysuckle (*Lonicera japonica* Thunb.). A resurvey of the area will be performed to locate and spot herbicide seedlings or additional trees six months following the initial application and during the spring of each successive year for a period of five years. This activity will be performed by a qualified ecologist and herbicide will be applied by a qualified individual within the total area of CMA#1 as shown on **Figure 3**.

Five-Year Maintenance and Monitoring Plan: Annual surveys of the populations of exotic species will be performed by a qualified ecologist. The distribution of exotic species will be recorded and problem areas identified. These populations will be manually removed or herbicides will be applied. At no time during the monitoring period will the population of invasives be allowed to exceed 5% of the total areal coverage. Should this problem occur, a contingency plan will be developed and submitted to the County for review and approval. The monitoring plan proposed is not intended for the complete eradication of the invasive species present in **CMA#1**. However, invasive vegetation will be reduced to a level of non-interference with the growth of native vegetation.

2. **Native Vegetation Restoration**—No replanting of native vegetation is proposed, or necessary.
3. **Listed Species Provisions**—Very limited pedestrian activity is proposed for the conservation area. It is improbable that interference with listed species nesting, roosting, breeding, or foraging will occur. If, in the future, this becomes a problem, access to the conservation area will be restricted. The nature of the restrictions will be dependent upon the animal species involved.
4. **Fencing**—Fencing is presently not proposed since it will isolate the onsite native habitats from surrounding habitats.
5. **Active Management Strategies**—There are no burning or thinning activities proposed for the area.
6. **Maintenance Management Agreements**—There are no cooperative or third party maintenance agreements proposed for management of the conservation areas.

7. **Management Costs**—The costs for management will be the responsibility of Greystone of Gainesville Homeowners Association, Inc. who will collect annual membership dues from all homeowners to cover costs for which the association is responsible.
8. **Monitoring Plan**—For a 5-year period, a qualified person will perform a qualitative walk-through of the conservation area to determine if detrimental invasive vegetation population changes have occurred since the initial project construction and initial invasive species control effort. An annual report will be prepared for review by the County.
9. **Ownership**—The responsible party is Greystone of Gainesville Homeowners Association, Inc.
10. **Management Plan Approval and Review**—The owner recognizes the right of Alachua County to review and approve the management plan.
11. **Contingency Plans Enforcement**—The owner has described contingency plans for vegetation maintenance in D. 1 above. The owner recognizes the County's enforcement authority if the management plan is not successful or enforced.

IV. Perpetual Management Strategies for the Smith Creek Conservation Management Area No. 2 and Open Space

Consistent with Article 20 (ULDC), Section 406.112, the following management strategies will be employed:

- A. **Description of goals and objectives based on type of natural resources to be managed:** The riparian system and associated buffers will be protected and managed so that the type, nature, and function of these systems that exists at the time the project is initiated is maintained for perpetuity. Natural successional changes to latter successional native communities is expected and will not be hindered.
- B. **Description of all proposed uses:** There are no proposed activities for **CMA#2**. This area will be left undisturbed except for (1) exotic species removal and maintenance activities, (2) discharge of treated stormwater, and (3) removal of small, dilapidated structures (sheds). However, Greystone of Gainesville Homeowners Association, Inc. reserves the right to allow the following activities at some future date as provided in Section 406.99 Permitted Uses of the Alachua County Unified Land Development Code. At the current time, the access to this conservation management area (open space) will be restricted. Steep slopes and extremely dense vegetation make conditions in this area too dangerous to provide for general public or homeowner access.
 1. Nature trails (mulched walking paths, elevated wooden walkways);
 2. Low intensity, passive recreational activities such as wildlife viewing and hiking;
 3. Scientific and educational activities (interpretive trails, observation points);
 4. Site investigative work such as surveys, soil logs, and percolation tests;
 5. Constructing fences along the perimeter where no fill activity is required;

6. Other uses demonstrated to be compatible with natural resource protections as outlined in the management plan;
7. Use of small, motorized vehicles, such as wheelchairs or golf carts, on walking trails to enable access for the elderly or handicapped;
8. Landscaping with native plants along the perimeter boundary of the systems;
9. Replanting of native plants in areas damaged by disease or storms;
10. Removal of invasive, non-native vegetation;
11. Removal of nuisance, native vegetation;
12. Supervised recreational uses with pets;
13. Placement of small bird or mammal feeders;
14. Clearing of vegetation encroaching on nature trails; and
15. Discharge of treated stormwater.

C. Description of prohibited uses:

1. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground.
2. Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.
3. Removal or destruction of native trees, shrubs, or other vegetation, except for safety reasons, *e.g.*, falling trees.
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface.
5. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition.
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
7. Acts or uses detrimental to such retention of land or water areas.
8. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.
9. Planting of non-native vegetation.
10. Deposition of landscape debris.

D. Management activities to protect the natural resources of the conservation area:

1. Plan for Removal and Maintenance of Exotic and Invasive Species

General Description: The **CMA#2** area is a disturbed riparian system known as Smith Creek in which both the northern and southern boundaries have been disturbed by residential and rural development. This has resulted in the introduction of a host of invasive and exotic species, primarily including mimosa (*Albizia julibrissin* Durazz.), popcorn tree (*Sapium sebiferum* [L.] Roxb.), and Chinaberry tree (*Melia azedarach* L.). These species comprise the majority of the subcanopy and canopy cover in a large expanse of the southern border of this system. The northern boundary of this stream is residential development in which residential landscape plants comprise a percentage of the existing vegetative cover. Complete eradication of

invasive and exotic species from this system is impossible; however, the current management plan intends to substantially reduce the existing exotic cover and maintain these levels to much less than currently exists. Essentially the entire upland buffer, which extends from the wetlands jurisdiction line to 75 ft landward, is disturbed, old field agricultural field dominated by ruderal old field species. Bahiagrass (*Paspalum notatum* Fluegge.), Bermudagrass (*Cynodon dactylon* [L.] Pers.), Chinaberrytree (*Melia azedarach* L.), and popcorn tree (*Sapium sebiferum* [L.] Roxb.) are common. Mimosa (*Albizia julibrissin* Durazz.) is present, but less common. An old fence line extends along the approximate top of bank of the creek, which represents the historic boundary of the cleared pasture. The area between the top of bank (fence line) and the outer boundary of the regulated 75 ft buffer, which will be extensively managed for exotic species, is shown in **Figure 3**. This area is shown in expanded view in **Figure 4**, showing the site topo and the exotic trees located during the tree survey. All exotic removal and herbicide activities will be restricted to this area, which equals 1.67 acres. Waterward of this zone (north of the fence line), the steep slopes of the creek present serious access and logistic problems for removal activities. Specifically,

- i. dead trees in this area could potentially fall in residential areas;
- ii. removal of canopy or subcanopy vegetation in this area would dramatically alter the shaded creek habitat;
- iii. removal of exotic groundcovers such as tuberous sword fern (*Nephrolepis cordifolia* [L.] C. Presl) could potentially lead to serious erosion problems;
- iv. to access much of this area, which is a tangle of briars, vines, and elderberries would require extensive clearing to provide pedestrian access;
- v. extensive and repeated pedestrian use of these steep slopes will cause erosion and bank stability problems;
- vi. direct application of herbicide to vegetation that is directly adjacent to the creek may have adverse affects on the flora and fauna in the creek and would not be consistent with best management practices and would not be described as an ecologically sound technique; and
- vii. it would be futile to institute a continual removal and control program on the south bank of the creek when the north bank of the creek, which has the same species, would not be managed due to separate ownership.

To facilitate the removal and control of exotic species in this area, the maintenance and removal zone has been divided into three (3) areas based on the condition of existing vegetation (**Figure 5**). These areas are described, as follows:

Area 1: Area 1 represents the western extent of the creek that more or less runs from northeast to southwest. In this area, the extent of problem species is the least and the canopy along the creek is more mature and of higher quality (**Photograph 1**). Within this area all

groundcover individuals and seedlings (dbh < 1") of exotic and invasive species (bahia grass [*Paspalum notatum* Fluegge.] is excluded; with increased shading this species will disappear) will be spot sprayed with an appropriate herbicide labeled for the target species at the time of application. Trees >1" will be cut manually with chain saws and the debris removed from the site. Trees too large for manual removal from the site will be cut into pieces and left in place. Herbicide will be applied to all stumps to prevent resprouting and coppicing. The dense areas of briars and old field in this area will be mowed once to remove all exotic seedlings. A follow-up field survey and herbicide event will be performed six months following initial removal and herbicide treatment.

Area 2: Area 2 is the central area of the system and represents the area of the greatest extent of problem species. In much of this area, Chinaberrytree (*Melia azedarach* L.) is the dominant cover (**Photographs 2-6**). This area is so dense in areas that the only practical means of exotic removal may be by machinery. This could be done with small equipment and would preclude excessive use of herbicides. The final means of removal in this area, because of the extent and location of problem species, will require discussion and agreement between the applicant, the County, and the Water Management District since extensive activity would be required within the District's wetland buffer. Removal of isolated individuals of exotic species and follow-up treatment will be performed as described in Area 1 above.

Area 3: Area 3 is the most eastern extent of the creek where the slope of the bank is extremely steep. The break in slope corresponds approximately with the jurisdiction line and is separated from the historic pasture by a wooden fence. This boundary is abrupt as is shown in **Photographs 7-10**. The upland buffer is old field vegetation with a shaded oak overstory in places. In this area, control is proposed as described in Area 1 followed by a one-time mowing of the old field area to remove seedlings. Follow-up treatments will occur in 6 months.

Five-Year Maintenance and Monitoring Plan: In Areas 1, 2, and 3, annual surveys of the populations of exotic species will be performed by a qualified ecologist. The distribution of exotic species will be recorded and problem areas identified. These populations will be manually removed or herbicides will be applied. At no time during the monitoring period will the population of invasives be allowed to exceed 5% of the total areal coverage. Should this problem occur, a contingency plan will be developed and submitted to the County for review and approval. The monitoring plan proposed is not intended for the complete eradication of the invasive species present in **CMA#2**. However, invasive vegetation

will be reduced to a level of non-interference with the growth of native vegetation.*

2. **Native Vegetation Restoration**—In the event that removal of invasive vegetation causes large areas devoid of native plant cover, a planting plan will be developed specifically for the type of area to be restored. This plan will be presented to the County for approval. If native vegetation is destroyed by natural causes, *i.e.*, fire, disease, storm, replanting will occur solely at the discretion of the owner. If the owner deems replanting is necessary, then a plan will be presented to the County for approval.
3. **Listed Species Provisions**—Very limited pedestrian activity will be allowed in the conservation area. It is improbable that interference with listed species nesting, roosting, breeding, or foraging will occur. If, in the future, this becomes a problem, access to the conservation area will be restricted. The nature of the restrictions will be dependent upon the animal species involved.
4. **Fencing**—Fencing is presently not proposed since it will isolate the onsite native habitats from surrounding habitats.
5. **Active Management Strategies**—There are no burning or thinning activities proposed for the area.
6. **Maintenance Management Agreements**—There are no cooperative or third party maintenance agreements proposed for management of the conservation areas.
7. **Management Costs**—The costs for management will be the responsibility of Greystone of Gainesville Homeowners Association, Inc. who will collect annual membership dues from all homeowners to cover costs for which the association is responsible.
8. **Monitoring Plan**—For a 5-year period, a qualified person will perform a qualitative walk-through of the conservation area to determine if detrimental invasive vegetation population changes have occurred since the initial project construction and initial invasive species control effort. An annual report will be prepared for review by the County.
9. **Ownership**—The responsible party is Greystone of Gainesville Homeowners Association, Inc.
10. **Management Plan Approval and Review**—The owner recognizes the right of Alachua County to review and approve the management plan.
11. **Contingency Plans Enforcement**—The owner has described contingency plans for vegetation maintenance in D. 1 above. The owner recognizes the County's enforcement authority if the management plan is not successful or enforced.

V. Stormwater Discharge to CMA#1 and CMA#2

Treated stormwater will be discharged into the wetlands located in **CMA#1** and **CMA#2** for the following reasons:

*EPD recommended (Development Review Staff Sufficiency Report 09/01/06) that a 95% removal goal of exotics be set at 5 years. The applicant hereby incorporates this recommendation into the CMA Management Plan.

1. On-site, there is no other place where water can go;
2. The direction of natural stormwater flow is from the central pasture north to all wetlands surrounding the stream along the northern perimeter and to the depressional wetlands to the east. The pre- and post-project flow direction and volume of stormwater will be maintained;
3. Downstream water quality will not be adversely affected by stormwater flow. Horses, mules and donkeys will be removed from the site, which will substantially reduce nutrient loads to these systems;
4. No placement of stormwater structures will occur in the native community boundaries;
5. To reduce downstream nutrient loads, only the addition of slow release fertilizers will be allowed for lawn and landscape maintenance. This provision will be specifically addressed within the Covenants and Deed Restrictions.

The applicant will insure that the area of stormwater discharge will be surveyed on an annual basis for a period of 5 years following construction to insure that the discharge has not adversely affected the plant community in the area of discharge. Adverse effects are considered to be tree stress, significant change in herbaceous or groundcover species, and invasion of nuisance species such as cattails or primrose willow, etc. If problems do arise from stormwater discharge, a contingency management plan for the specific affected areas will be developed to address the problems. A plan outlining corrective action will be submitted to the County for approval.

VI. Specific Activities Common to Both Management Areas

- A. A conservation easement will be established for each area and granted in favor of Alachua County.
- B. Prior to site development, protective measures will be employed to ensure no harm comes to the open space as a result of construction activities. These measures will include, but not be limited to, flagging of the **CMA** boundaries and establishing turbidity control around the boundaries.
- C. Signs will be placed at all access points to the conservation management areas that describe the activities prohibited in each area.
- D. This conservation management plan will be incorporated into "The Declaration of Covenants, Conditions, Restrictions, and Easements for Greystone."

PROJECT: GREYSTONE SUBDIVISION

APPLICANT: GREYSTONE OF GAINESVILLE, LLC
TOM SPAIN
2321-A2 NW 41ST STREET
GAINESVILLE, FL 32606

GREYSTONE SUBDIVISION

**CONSERVATION MANAGEMENT AREA
AND OPEN SPACE MANAGEMENT PLAN**

JULY 2006



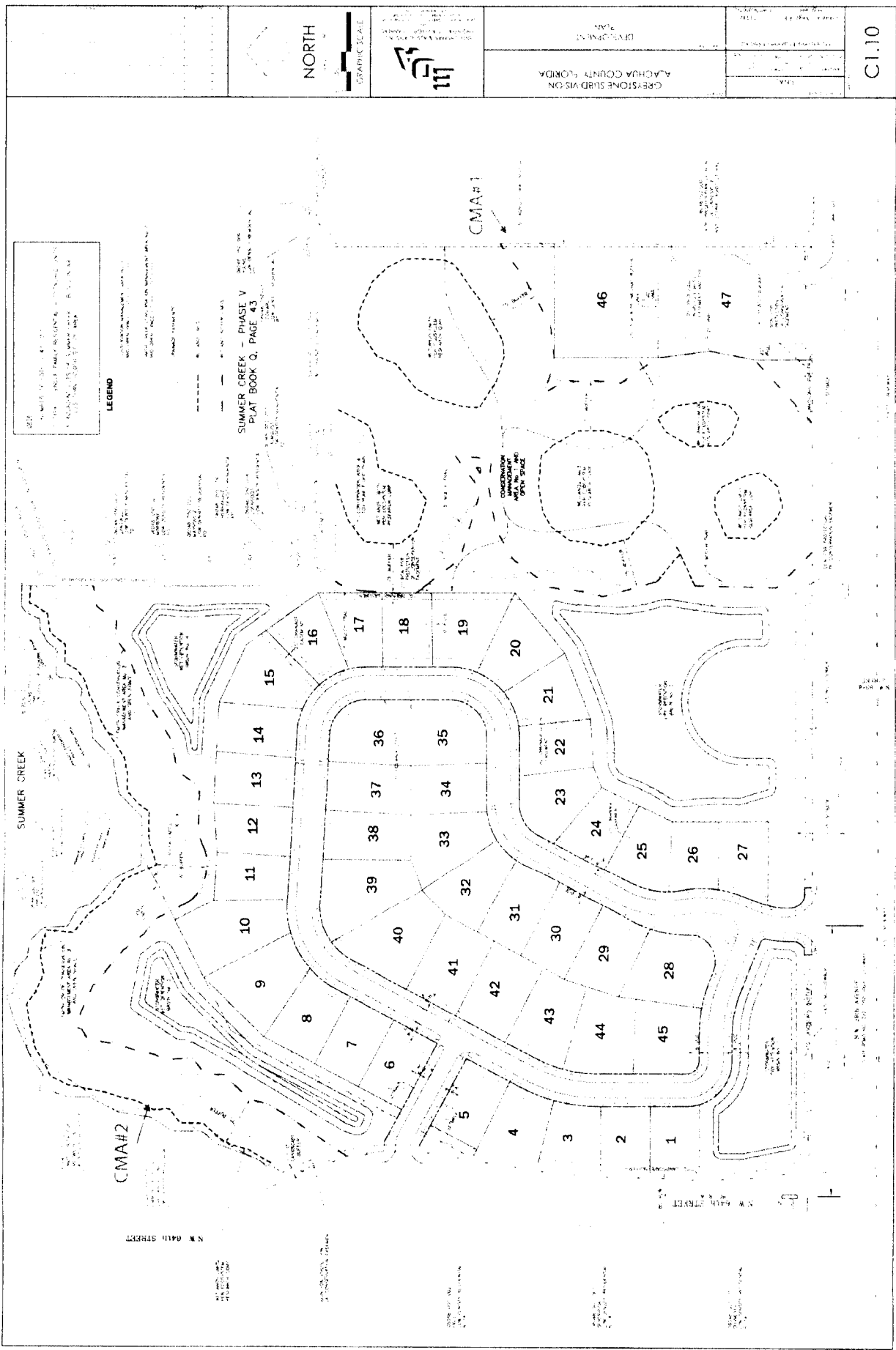


Figure 1 Site development plan for the Greystone Subdivision showing locations of primary open space areas consisting of (1) Conservation Management Area No. 1 and Open Space and (2) Smith Creek Conservation Area No. 2 and Open Space

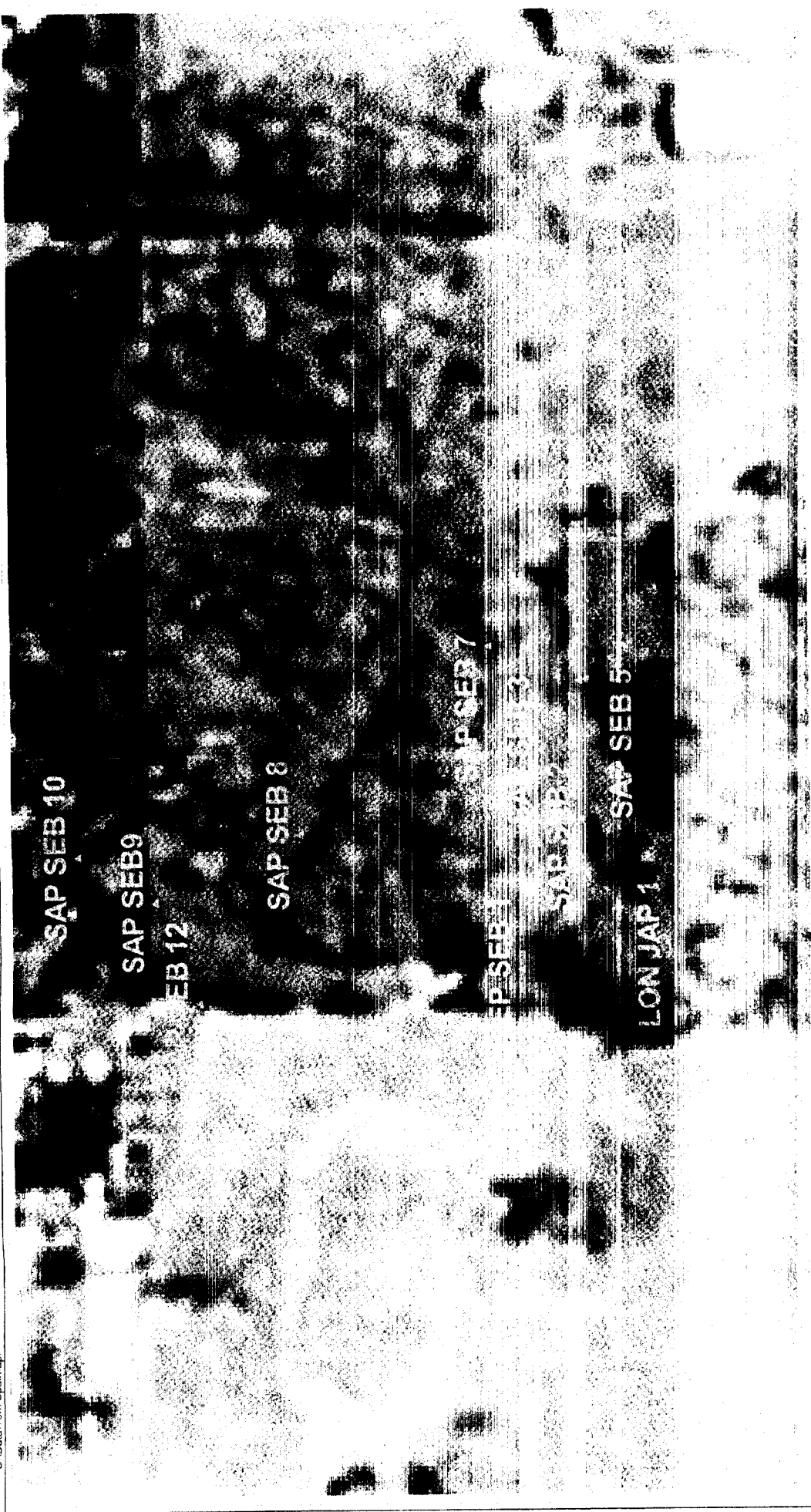


Figure 2
Locations of popcorn tree (SAP SEB) and Japanese honeysuckle (LON JAP) populations occurring with CMA#1.

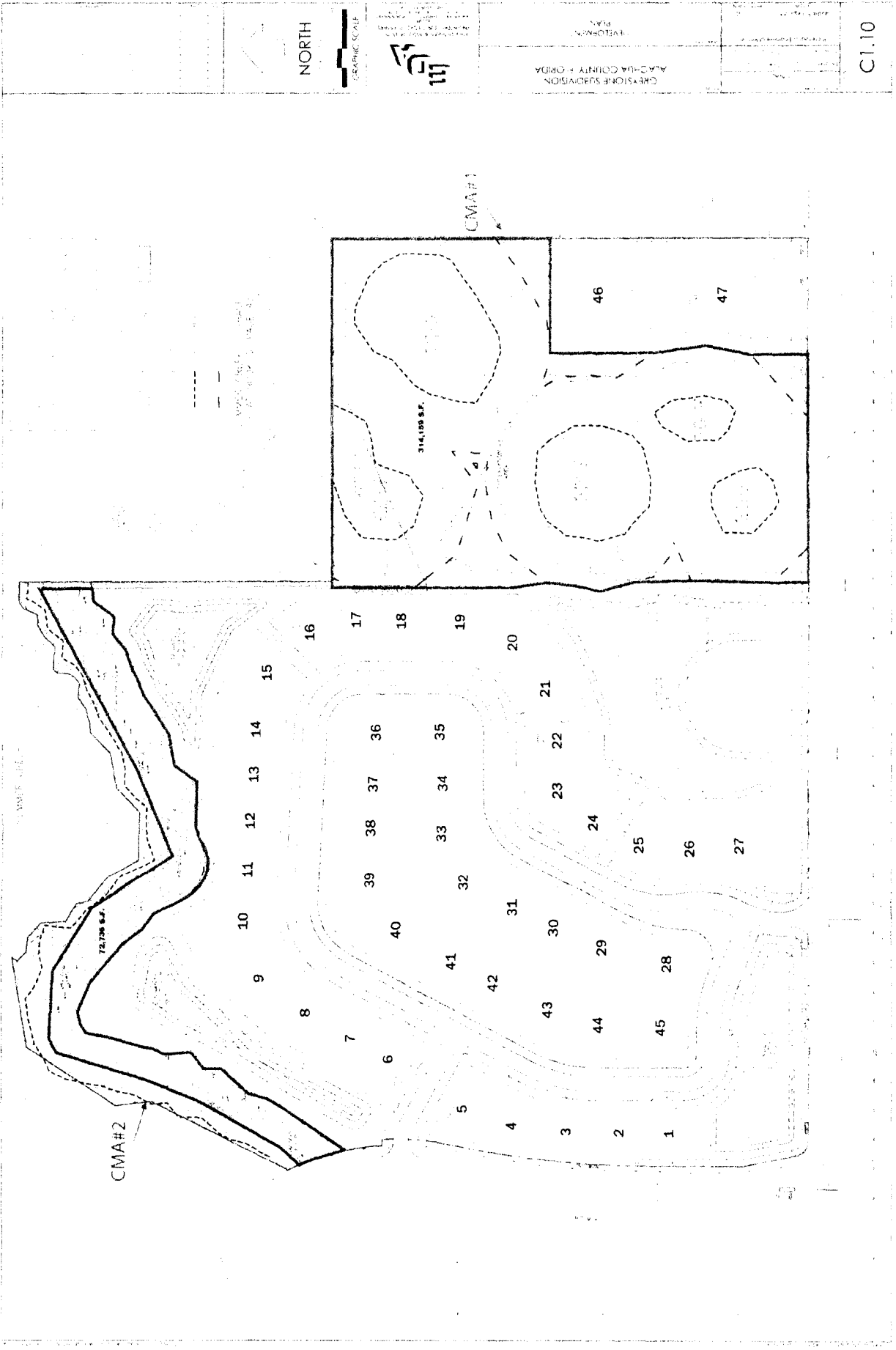
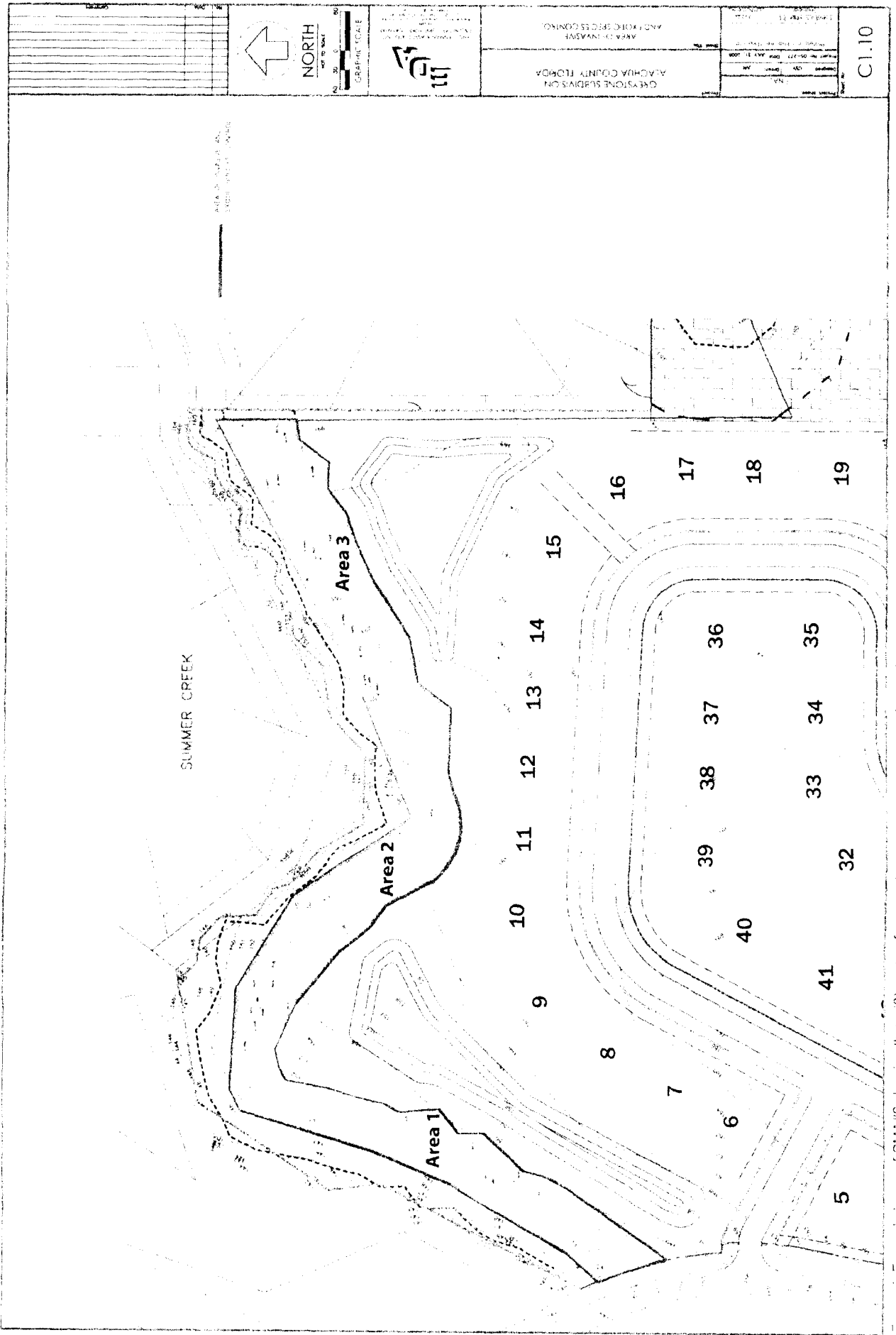
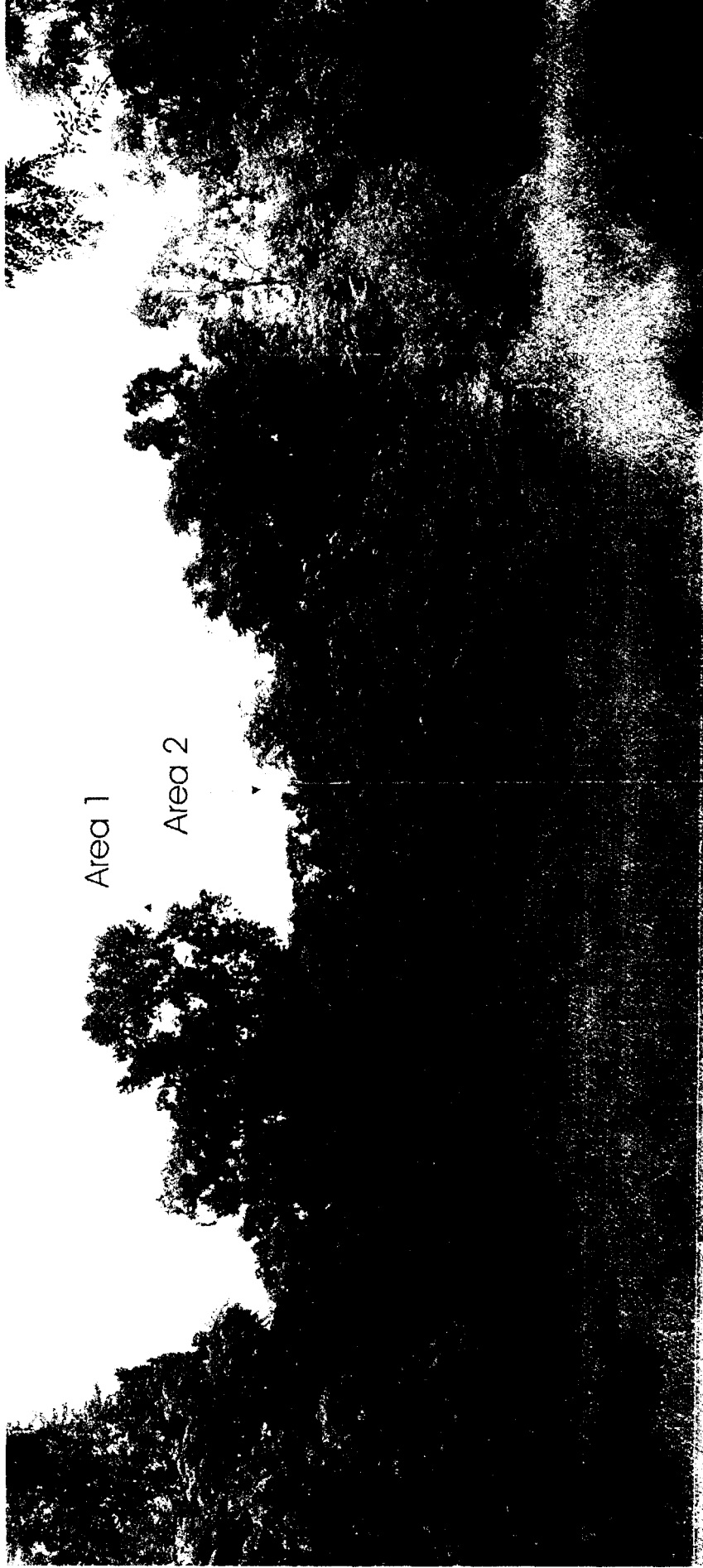


Figure 3. Development plan showing areas of aggressive invasive species control measures in both CMA#1 and CMA#2.

INSTRUMENT # 2310295
60 PGS



THIS IS A PRELIMINARY MAP AND IS NOT TO BE USED FOR ANY OTHER PURPOSES.



Photograph 1

Photo 1: Panoramic view of Area 2 in Smith Creek Conservation Management Area No. 2 and Open Space. View is of wetland buffer showing pasture, grasses and Juncus ssp. cover of Christianity. The crops of Area 1 is seen in the background.





Photograph 7

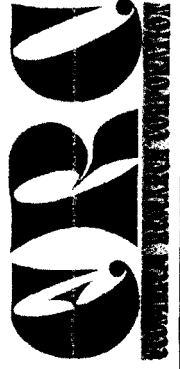
Photo 7: Panoramic view of the South Creek Conservation Management Area Nos. 1 and Open Space. View of more open area in Area 1. Roots of boxes in Summit Creek. Development on the north side of creek can be seen in background.





Photograph 8

Photo 8: Panoramic view of the Smith Creek Conservation Management Area No. 2 and Open Space. View of fence at top of slope on creek in Area 3. Fence approximates wetlands jurisdiction line in this area.





Photograph 9

Photo 9: Panoramic view of the South Creek Conservation Management Area No. 2 and Open Space. View of fence at top of slope of creek in Area 4. Fence approximately wetlands jurisdiction line in this area.





Photograph 10

Photo 10: Panoramic view of the south creek Conservation Management Area No. 2 and Open Space. View of Area 3 showing oak canopy and mixed old field areas with plant milkshy

