

Recording	\$	<u>401.00</u>
DocStamps	\$	<u>—</u>
Intangible Tax	\$	<u>—</u>
Total	\$	<u>401.00</u>

RECORDED IN OFFICIAL RECORDS
 INSTRUMENT # 2327020 47 PGS
 2007 APR 03 02:50 PM BK 3574 PG 1375
 J. K. "BUDDY" IRBY
 CLERK OF CIRCUIT COURT
 ALACHUA COUNTY, FLORIDA
 CLERK25 Receipt#324821

This instrument prepared by:
 Melissa Jay Murphy, Esq.
 Salter, Feiber, Murphy,
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 Gainesville, FL 32635
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SFMH&M Ref
 RETURN TO:

METRO 39 OFFICE PARK
MASTER DECLARATION



OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS MASTER DECLARATION, made this 30th day of March, 2007 by HOWE DEVELOPMENT CORPORATION, a Florida Corporation, whose post office address is P. O. Box 357519, Gainesville, FL 32635-7519, hereinafter referred to as "the DECLARANT",

WITNESSETH

WHEREAS, the Declarant is the owner of the real property situate, lying and being in Alachua County, Florida, and described on Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, it is contemplated that the Master Association Property will be developed as a commercial development comprised of various commercial uses with parking lots, driveways, landscaping, stormwater drainage and retention areas, and other common areas and improvements for the benefit of the owners of lands from time to time made subject to the terms of this Master Declaration; and

WHEREAS, it is contemplated that there will be 5 buildings constructed as shown on the site plan attached hereto as Exhibit "B"; and

WHEREAS, it is contemplated that each building will be submitted to a Declaration of Condominium, establishing a separate condominium for each building; and

WHEREAS, there are certain expenses that should be shared by all of the owners of units in the buildings and there are certain covenants, conditions and restrictions that should be established for all of the buildings; and

WHEREAS, to provide a means for meeting the purposes and intents herein set forth, the Declarant deems it desirable to create a non-profit corporation to which may be delegated and assigned the powers of maintaining and administering the common properties and facilities that benefit all of the proposed buildings, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created.

NOW, THEREFORE, the Declarant, for itself and its successors and assigns, declares that the Master Association Property is and shall be held, transferred, sold, conveyed, mortgaged, and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth, all of which shall run with title to the land.

ARTICLE I
DEFINITIONS

The following words when used in this Master Declaration or any amendment thereto (unless the context shall prohibit) shall have the following meanings:

a. "Master Association" shall mean and refer to Metro 39 Office Park Master Association, Inc., a Florida corporation not for profit, or its successors and assigns.

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

c. "Common Property" shall mean and refer to all real property and any improvements located thereon, and all personal property, from time to time intended to be devoted to the use and enjoyment of all Members of the Master Association and maintained by the Master Association at Common Expense.

d. "Declarant" shall mean and refer to Howe Development Corporation, a Florida Corporation, 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.

e. "Member" shall mean and refer to each Owner who is a Member of the Master Association as provided in Article III, Section 2 hereof.

f. "Master Declaration Documents" shall include this Master Declaration, together with all exhibits attached hereto and all other documents expressly incorporated herein by reference, as the same may be amended from time to time.

g. "Owner" shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to each Parcel included in the Master Association Property (other than the Master Association); but, notwithstanding any applicable theory of law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceeding or a conveyance in lieu of foreclosure. Every Owner shall be treated for all purposes as a single Owner for each Parcel owned by it, irrespective of whether such ownership is joint, in common or tenancy by the entirety. In the event any life estate is created with respect to any Parcel in the Master Association Property, the Owner of the life estate shall be deemed to be the Owner for purposes of this definition for so long as the life estate shall exist.

h. "Parcel" shall mean and refer to each Unit from time to time subject to the terms of this Master Declaration.

i. "Master Association Property" shall mean and refer to the real property described in Exhibit "A".

j. "Unit" shall mean and refer to each separately described portion of The Properties which is intended to be separately owned and occupied as a single business or commercial enterprise, including without limitation a platted lot, condominium unit, zero lot line unit, attached and detached unit, and any other form of occupancy or ownership now existing or hereafter created.

k. "Phase" shall mean and refer to each separate building as shown on Exhibit "B".

l. "Phase Assessments" shall mean and refer to assessments from time to time levied by the Master Association or any Phase Association for Phase Common Expenses when authorized by this Master Declaration, any separate declaration for such Phase, or by the Board of Directors of the Master Association or of any Phase Association. Phase Assessments may be levied only against the Owners of Parcels in the Phase for which the particular Phase Common Expense is to be incurred.

m. "Phase Association" shall mean and refer to any association or similar entity of limited jurisdiction established in connection with the development of any Phase for the purpose of owning, operating or maintaining Phase Common Property or attending to affairs and levying assessments unique to such Phase and the Units located therein. Said Phase Associations shall each maintain the Phase Common Property to the same standards as Association Common Property.

n. "Phase Board of Directors" shall mean and refer to a Board of Directors initially appointed by the Declarant and thereafter by the unit owners of a Phase and given such duties and powers within a specified Phase as shall be imposed and conferred upon it by any separate declaration, including without limitation the duty to levy the Phase Assessments to be paid by the Owners in the affected Phase for Phase Common Expense. Each Phase Board of Directors shall at all times be subject to the paramount authority of the Master Association Board of Directors, but this provision shall not be construed to give said Master Association the right or duty in any Phase which is a condominium the responsibility for operation of a condominium project.

o. "Phase Common Expense" shall mean and refer to costs incurred by the Master Association or any Phase Association for services rendered or expenses incurred which are not of general benefit but rather primarily for the benefit of and intended to be borne by the Owners of Parcels within a particular Phase. Expenses incurred for the operation, maintenance and improvement of Phase Common Property shall be Phase Common Expenses and reimbursed to the relevant association through Phase Assessments.

p. "Phase Common Property" shall mean and refer to those lands and any improvements thereon which may be designated as Phase Common Property in a separate Declaration of Condominium or Declaration of Covenants, which lands or facilities are intended to be devoted exclusively to the use and enjoyment of the Owners of parcels located within a particular Phase. The costs of operation, maintenance and improvements of Phase Common Property shall be borne solely by the Owners entitled to the use and enjoyment thereof. Phase Common Property may be conveyed by the Declarant to the Master Association or to any Phase Association for the purpose of operation, management, maintenance and improvement.

ARTICLE II
PROPERTY SUBJECT TO THIS MASTER
DECLARATION AND DEVELOPMENT PLAN

Section 1. Property Subject to Master Declaration. The Master Association Property is and shall be held, transferred and occupied subject to this Master Declaration.

Section 2. Development Plan. Declarant intends to construct, or cause to be constructed, individual buildings on each of the building sites identified on Exhibit "B". Declarant shall have no obligation to construct any or all buildings shown on Exhibit "B". The square footages and/or size and footprints of the buildings shown on Exhibit "B" are for illustration only and Declarant, its successors and/or assigns, shall have the right to determine the final square footage and footprint of each building.

Declarant may submit one or all of the buildings to condominium ownership, with a separate condominium to be established for each building. Each building condominium will consist only of the building pad and the improvements thereon. All property outside of the building pad will be Common Property as defined herein and maintained by and subject to the control of the Master Association. Each declaration of condominium for a building will provide for a separate association, formed for the purpose of maintaining the common property within the condominium and establishing a budget and reserves for such condominium, all as provided for in Chapter 718, Florida Statutes, the "Condominium Act".

Section 3. Declarant Consent to Amendment of Articles. This Article II may not be amended without the written consent of the Declarant.

ARTICLE III
STRUCTURE, POWERS AND DUTIES OF,
AND MEMBERSHIP AND VOTING RIGHTS
IN THE MASTER ASSOCIATION

Section 1. Association. The Master Association shall be a nonprofit corporation charged with the duties and vested with the powers prescribed by law and set forth in the Articles of Incorporation, the Bylaws and this Master Declaration. Copies of the Master Association Articles of Incorporation and Bylaws are attached hereto as Exhibits "C" and "D", respectively. Neither the Articles of Incorporation nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Master Declaration. In the event of any such inconsistency, the provisions of this Master Declaration shall prevail. The officers and directors of the Master Association shall be required to be either (1) Members of the Master Association, or (2) officers, directors, agents, representatives or employees of the Declarant. A Board of Directors of the Master Association, and such officers as the Board may elect or appoint, shall conduct the affairs of the Master Association in accordance with this Master Declaration, the Articles of Incorporation and the Bylaws.

Section 2. Membership. The Declarant and each Owner shall be Members of the Master Association. The Master Association membership of each Owner shall be appurtenant to the Parcel giving rise to such membership, and shall not be transferred except upon the transfer of title to said Parcel and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title to a Parcel shall operate automatically to transfer the membership in the Master Association appurtenant thereto to the new Owner thereof.

Section 3. Voting Rights. Each building shall have a number of votes assigned to it based on the square footage of each building. The votes for each building will, if appropriate, be allocated amongst the individual condominium units contained within such building, all to be set forth in the declarations of condominium to be recorded for each building.

Building 1	8,314 votes
Building 2	6,452 votes
Building 3	6,452 votes
Building 4	15,982 votes
Building 5	12,800 votes

The number of votes allocated above is based on a total build-out of 50,000 square feet for all 5 buildings. At such time as the total square footage has been finally determined by the Declarant, Declarant shall have the right and authority, without the consent or joinder of any party, to amend this Article III, Section 3 to establish the final number of votes to be allocated per building. Declarant shall also have the right and authority, without the consent or joinder of any party, to amend this Declaration from time to time to establish and/or amend the number of votes allocated to individual condominium units.

Section 4. The Declarant Power to Appoint Board of Directors and of Veto Power.

The Declarant shall have a veto power over all actions of the Master Association and the Board of Directors of the Master Association. The Declarant shall also have the right to appoint all members of the Board of Directors of the Master Association. This veto power and right to appoint directors shall expire when Declarant no longer owns any property subject to this Master Declaration, or when Declarant voluntarily relinquishes its veto power and right to appoint directors, whichever occurs first.

Section 5. Multiple Owners. Each vote in the Master Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Parcel, it shall thereafter be conclusively presumed for all purposes that he/she was, or they were, acting with the authority and consent of all other Owners thereof. In the event more than the appropriate number of votes are cast for a particular Parcel, none of said votes shall be counted and said votes shall be deemed void.

Section 6. Duties, Powers and Authority of the Master Association. The Master 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 the Articles of Incorporation, the Bylaws, or this Master Declaration. The Master Association shall have the power to do any and all lawful things which may be authorized, assigned, required or permitted to be done by this Master Declaration, any amendment thereto, the Articles of Incorporation 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 Master Association for the benefit of the Owners and for the maintenance, administration, and improvement of the Common Property and Areas of Common Responsibility.

ARTICLE IV
PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. Member's Easements of Enjoyment. Subject to the provisions of this Master Declaration, the Master Association, the Declarant (until the Declarant transfers ownership of the last Unit owned by Declarant) and every Owner shall have a non-exclusive right, license, privilege and easement of use and enjoyment in and to the Common Property and such rights shall be appurtenant to and shall pass with the title to every Parcel in The Properties. Said rights shall include, but not be limited to, the following:

- a. Right-of-way for ingress and egress by vehicles or on foot, in, through, over, under and across the streets, roads parking lots and walks in the Common Property for all lawful purposes; and
- b. Rights and easements of drainage across stormwater drainage and retention structures and areas, and to connect with, maintain and make use of utility lines, wires, pipes, conduits and cable television lines which may from time to time be in or along the streets and roads or other areas of the Common Property; and
- c. Rights to use and enjoy the Common Property for any purpose not inconsistent with this Master Declaration, the Bylaws and rules and regulations of the Master Association, or governmental regulations.

Section 2. Title to Common Property. The Declarant may retain the legal title to all or any portion or portions of the Common Property until such time as it has completed improvements thereon and until such time as, in the opinion of the Declarant, the Master Association is able to maintain the same. The Declarant may convey or turn over certain items of the Common Property and retain others. Said conveyances shall be free and clear of any mortgage lien. The conveyance of the Common Property to the Master Association shall be deemed to contain the following covenant which shall run with the land, whether or not specifically set forth in said conveyance, and shall be binding upon the Master Association, its successors and assigns, for so long as such property shall remain subject to this Master Declaration:

In order to preserve and enhance the property values and amenities of The Properties, the Common Property and all landscaping and drainage and other improvements now or hereafter built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards.

Section 3. Extent of Owner's Easements. The rights and non-exclusive easements of use and enjoyment created hereby shall be subject to the following:

- a. The Master Association, subject to the rights of the Declarant and the Owners set forth in this Master Declaration, shall be responsible for the exclusive management and control of the Common Property and all improvements thereon.
- b. The right of the Declarant without Owner or Master Association approval prior to conveyance of title to the Master Association, and the right of the Master Association thereafter, to grant or dedicate to any Owner, to any governmental agencies and/or to any utility companies, and to reserve, easements and rights-of-way, in, through, under, over and across the Common Property for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable

television, telephone, electricity, and other utilities, and for the completion of the development. No improvement or material may be placed upon any such an easement as may damage or interfere with the installation, maintenance and operation of utilities or that may change the direction, or affect the flow, of drainage.

c. The easements and rights of the Declarant reserved by this Declaration.

d. The right of the Master Association to grant non-exclusive, permanent rights of use and enjoyment in the Common Property to the owners and occupants of lands and improvements but not located within the Properties in exchange for services, payments or other consideration, which consideration may include the granting of reciprocal easements to the use and enjoyment of all or specific common areas.

Section 4. Phase of Development in Which Common Property Located Not Controlling As To Use. Designation by the Declarant of property as Common Property (as opposed to Phase Common Property which is intended to be restricted as to user identity) shall result in general Master Association membership use and enjoyment entitlement regardless of the tract or phase in which the Common Property is located.

Section 5. Easement Reserved to the Declarant Over Common Property. The Declarant hereby reserves to itself and its successors and assigns, such licenses, rights, privileges and easements in, through, over, upon and under all Common Property, including, but not limited to, (1) the right to use the said properties for rights-of-way and easements to erect, install, maintain, inspect and use electric and telephone poles, wires, cables, conduits, sewers, water mains, pipes, telephone, and electrical equipment, gas, cable television, drainage facilities, ditches or lines, or other utilities or services and for any other materials or services necessary or convenient for the completion, marketing, and use and enjoyment of The Properties; (2) the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, convenience, safety and appearance; (3) the right to locate thereon wells, pumping stations and irrigation systems and lines; (4) the right and easement of ingress and egress for purposes of development, construction and marketing; and (5) such other rights as may be reasonably necessary to complete in an orderly and economic manner the development of all present and future phases of the Development Plan; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility, development, or service. The Declarant also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage and other utility lines which may from time to time be in or along the streets and roads, or within the Common Property, easements, or green belts, or to grant such rights to others. Finally, the Declarant reserves the right to use the Common Property in its efforts to market The Properties. The easements and rights-of-way herein reserved shall continue in existence in favor of the Declarant after conveyance of Common Property to the Association until such time as the Declarant has sold or committed to separate scheme of development all lands in the Development Plan. This Section may not be amended without the written consent of the Declarant.

Section 6. Beneficiaries of Easements, Rights and Privileges. The easements, licenses, rights and privileges established, created and granted by this Master Declaration shall be for the benefit of the Master Association, the Declarant, and the Owners, all as more specifically set forth elsewhere in this Master Declaration, and any Owner or the Declarant may also grant the benefit of such easement, license, right or privilege to tenants and guests for the duration of their tenancies or visits, but the same are not intended nor shall they be construed as creating any rights in or for the benefit of the general public.

Section 7. Easement for Encroachments. In the event that any portion of any roadway, walkway, parking area, driveway, water lines, sewer lines, utility lines, sprinkler system, building or any other structure or improvement as originally constructed encroaches on any Parcel, Common Property or Phase Common Property, it shall be deemed that the Owner of such Parcel or the Master Association or the Phase Association, as the case may be, has granted a perpetual easement to the Owner of the adjoining Parcel, or the Master Association, or Phase Association, as the case may be, for the continuing maintenance and use of such encroaching improvement or structure. The foregoing shall also apply to any replacements of any such improvements or structures if same are constructed in substantial conformity with the original structure or improvement.

ARTICLE V
INSURANCE AND CASUALTY LOSSES

The Master Association's Board of Directors shall have the authority but not the duty to obtain insurance for insurable improvements on the Common Property against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, and to obtain public liability policies covering the Master Association, Declarant and/or its designee, and its Members for damage or injury caused by the negligence of the Master Association, Declarant and/or its designee, or any of its Members or agents, and, if reasonably obtainable, directors' and officers' liability insurance, and to obtain any and all other types of insurance coverage with respect to such risks or persons as shall be deemed necessary or appropriate by the Board of Directors. Any insurance obtained shall include such coverage, contain such deductible provisions and be in such limits as shall be determined by the Board of Directors. The Master Association shall also have the discretion to self-insure against any risk. Premiums for insurance shall be a Common Expense.

ARTICLE VI
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation on Assessments.

a. Each Owner by acceptance of a deed to any Parcel included in The Properties, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to and hereby does covenant and agree to pay to the Master Association: (1) annual assessments or charges, (2) special assessments, and (3) individual assessments. Said assessments shall be fixed, established and assessed to the Owners as hereinafter provided. The assessments together with interest thereon, late charges, lien charges and costs of collection thereof, including court costs and reasonable attorneys' fees (including fees and costs upon appeal), shall be a charge and a continuing lien upon the Parcel against which each such assessment is made from the date on which each such assessment is due. Each such assessment, together with interest, late charges, lien charges, costs and attorneys' fees, as herein provided, shall also be the personal obligation of the person who was the Owner of such Parcel at the time when the assessment fell due.

b. Exempt Property. The following property now or hereafter subject to this Master Declaration shall be exempt from the assessments, charges and liens created herein:

1. All Common Property and Phase Common Property; and

2. While the Developer is in control of the Master Association, it will be excused from payment of its share of the operating expenses and assessments related to its Units until turnover of the Master Association has occurred, in return for the Developer's obligation to pay any operating expenses incurred that exceed the assessments receivable from other Owners and other income of the Master Association.

Except as set forth in this subsection, no land or improvements in The Properties shall be exempt from assessments, charges or liens. No Owner may avoid the obligation for the payment of assessments by virtue of non-use or abandonment of the Common Property or any Phase Common Properties.

Section 2. Purpose of Assessments. The assessments levied by the Master Association may be used for the purpose of promoting the health, safety, and welfare of the lands and Owners in The Properties, for the performance by the Master Association of its duties and the exercise of the powers conferred upon it, for the improvement and maintenance of properties, services and facilities which have been or will be constructed, installed or furnished upon, and which are devoted to the purpose and related to the use and enjoyment of, the Common Property, Phase Common Property, and for such other purpose as may be deemed desirable or appropriate from time to time by the Board of Directors, including but not limited to:

- a. Payment of operating expenses of the Master Association, and;
- b. Lighting, improvement and beautification of access ways and easement areas (whether dedicated to the public or private), and the acquisition, maintenance, repair and replacement of project identification signs, directional markers and traffic control devices, entry features, and the costs of controlling and regulating traffic on the access ways if not maintained by a public body; and
- c. To pay all real and personal property taxes and assessments (if any) separately levied upon or assessed against the Master Association and/or the Common Property. Such taxes and assessments may be contested or compromised by the Master Association. It is the intent of this Master Declaration that, inasmuch as the interest of each Owner to use and enjoy the Common Property constitutes an interest in real property on a proportionate basis appurtenant to each benefitted Parcel, the value of the interest of each Owner in such property shall be included in the assessed value of each Parcel and any taxes levied directly against such community property should be of a nominal nature; and
- d. Management, maintenance, improvement and beautification of landscaping and stormwater drainage and retention features on Common Property; and
- e. Repayment of deficits previously incurred by the Master Association, if any, in making capital improvements to or upon the Common Property or Phase Common Property, and in furnishing services to or for the Members of the Master Association; and
- f. Repair and maintenance of all parking lots, sidewalks, walkways, streets and roadways situated upon the Common Property which have not been dedicated to any governmental unit; and
- g. Funding of appropriate reserves for future repair and replacement; and
- h. Doing any other thing necessary or desirable in the judgment of said Master Association to keep The Properties, the Common Property and Phase Common Property neat and attractive or to preserve or enhance the value thereof, or to eliminate fire, health or safety hazards, or which, in the judgment of the said Master Association, may be of benefit to the Owners or occupants of The Properties.

Section 3. Determination of Assessments.

a. Operating Budget. It shall be the duty of the Board, by majority vote, to prepare and approve a budget covering the estimated costs of operating the Master Association during the coming year, including but not limited to operational items such as overhead and indirect costs, insurance, utilities, taxes, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years, and such capital improvements items as are approved by the Board.

b. Adoption of Budget. The Board shall cause a copy of the budget and the projected assessments to be levied for the following year, broken down according to type of Parcel and, if necessary, according to Phase, to be delivered to each Member at least forty-five (45) days prior to the end of the Master Association's fiscal year. In the event the Board shall fail to propose a budget, then and until such time as a new, acceptable budget shall have been determined, the budget in effect for the preceding year shall continue for the succeeding year.

c. Allocation of Assessments Among Parcels. The Operating Budget of the Master Association shall be assessed against all Owners and Parcels in the Master Association Property as follows:

Each building shall have a percentage of the budget assigned to it based on the relative square footage of each building compared with the total square footage in all buildings, which percentage will then be allocated amongst the individual condominium units contained within such building, all to be set forth in the declarations of condominium to be recorded for each building.

Building 1	16.50%*
Building 2	13.00%*
Building 3	13.00%*
Building 4	32.00%
Building 5	25.50%

The percentages allocated above are based on a total build-out of 50,000 square feet for all 5 buildings. At such time as the total square footage has been finally determined by the Declarant, Declarant shall have the right and authority, without the consent or joinder of any party, to amend this Article VI, Section 3c to establish the percentage of the budget to be allocated to each building. Declarant shall also have the right and authority, without the consent or joinder of any party, to amend this Declaration from time to time to establish and/or amend the percentage allocated to individual condominium units.

Section 4. Special Assessments.

a. Special Assessments. In addition to the annual assessments established pursuant to Section 3 hereof, the Board of Directors of the Master Association may levy at any time a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Property including the necessary fixtures and personal property related thereto, for the purpose of covering any insufficiency of assessments to fund the actual monetary needs of the Master Association over and above the budgeted annual assessments, or for any other use or purpose deemed desirable or appropriate by the Board of Directors. The Board of Directors shall determine the date when such special assessment is to be paid.

b. Individual Assessment. The Board of Directors of the Master Association may levy an individual assessment upon any Owner to cover the costs incurred by the Master Association due to that Owner's failure to maintain its Parcel pursuant to the standards set forth in this Master Declaration, or to reimburse the Master Association for any damage to any Common Property caused by any Owner or its lessee or invitee, or for any other purpose permitted by this Master Declaration.

Section 5. Date of Commencement of Assessments; Initial Annual Assessment; Due Dates. The annual assessments provided for herein as to the Master Association Property shall commence on the first day of the first full calendar month following the recordation of this Master Declaration.

Annual assessments shall be due, in advance, on or before the commencement of the year for which imposed; provided, however, the Board of Directors shall have the discretion to collect assessments in installments over the year for which imposed at such payment intervals as it shall determine. In the event of such deferred payments, the Board shall also be permitted to charge a uniform rate of interest upon the amounts from time to time remaining unpaid at any rate deemed appropriate by the Board; provided, however, such rate shall not exceed the statutory usury limit then existing. The Board may accelerate the unpaid balance of any assessment upon default in the payment of any installment thereon.

The amount of the annual assessment to be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bears to twelve.

Section 6. Certificate of Payment. Upon request, the Master Association shall furnish to any Owner liable for assessment a certificate in writing signed by an officer of the Master Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence in favor of third parties of payment of any assessment therein stated to have been paid. The Board of Directors may establish a reasonable fee to reimburse the cost of issuance of said certificate.

Section 7. Effect of Non-Payment of Assessment. If any assessment is not paid on the date when due, then such assessment shall become delinquent and the delinquent assessment, together with interest thereon and/or late charges as shall be imposed by the Board at its discretion, and the cost of collection thereof, as herein provided, shall be secured by a continuing lien on the Unit in the hands of the then Owner, its heirs, successors, personal representatives and assigns. Such lien shall be prior to all other liens hereinafter created except taxes or assessments levied by governmental authority, and except as to the lien of any mortgage as hereinafter provided in Section 9. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them, but no such assumption shall relieve any Owner personally obligated hereby for delinquent assessments from such Owner's personal liability therefor.

If the assessment or installment thereon is not paid within thirty (30) days after the due date, same shall bear interest from the date due at the highest rate allowed by Florida law or at such lesser rate as may be determined by the Board and uniformly applied, and the Master Association may bring an action at law for collection against the Owner personally obligated to pay the same and/or to foreclose the lien against the lands and improvements, and there shall be added to the amount of such assessment the aforesaid interest, late charges, if any, costs of collection and court costs, and reasonable attorneys' fees, including court costs and attorney's fees upon appeal, and the said costs of collection shall be recoverable whether or not suit be brought. Costs of collection shall include not only costs of a legal action or legal representation, but shall include costs

incurred by the Master Association for collection. Each letter written for delinquent assessments shall be reimbursed at the same rate as a Certificate of Payment.

If it becomes necessary for the Master Association to file a claim of lien against any Parcel, a lien fee in an amount set by the Board of Directors may be charged by the Master Association. Such lien fee shall be added to the unpaid assessment and same shall be secured by the lien hereby created.

If an annual assessment is not paid within ninety (90) days after the due date, the Board may suspend the voting rights of the Owner(s) until the assessment is paid in full.

Section 8. Subordination of the Lien to Certain Mortgages. The lien of the assessments provided for by this Master Declaration shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any Parcel in The Properties and held by a commercial or savings bank, savings and loan association, trust company, credit union, industrial loan association, insurance company, pension fund, or business trust, including but not limited to a real estate investment trust, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such lender, or any private or governmental institution or agency which has insured the loan of any such lender, or any combination of any of the foregoing entities, or any of same constituting an institutional mortgage; provided, however, that a sale or transfer of any Parcel pursuant to a decree of foreclosure, or pursuant to any proceeding in lieu of foreclosure, shall not relieve such Parcel from liability for any assessments which thereafter become due, nor from the lien of any subsequent assessment

Section 9. Adjustment or Abatement of Assessments to Reflect Varying Levels of Services. The Board of Directors is authorized to enter into agreements with or to grant concessions to any Owner, group of Owners, any Phase Association, any condominium or similar association, or any Owner of lands lying within the Development Plan, whereby said second party may perform as to the affected lands or any right-of-way in or adjacent thereto, any one or more of the functions, duties or prerogatives of the Master Association and to receive in exchange therefore a reduction or moratorium on any assessments or any other obligations to the Master Association which otherwise would be payable by said second party and same shall not be considered as discrimination among the Owners. Furthermore, in determining assessments payable by the Owners, the Board of Directors may in its discretion allocate among the Owners affected or benefited the varying cost components of the budget to reflect varying levels of services to different Owners; for example but not by way of limitation, the Board may elect to allocate on an exclusive basis the costs of street lighting within any Phase to the Owners within that Phase, or the Board may elect to reduce the assessments for any Phase containing minimal Common Property or Areas of Common Responsibility to be maintained by the Master Association.

Section 10. Master Association Agreements for Use of Common Property. The Board of Directors shall have the authority to grant to the owners and occupants of lands and improvements not subject to the scheme of this Declaration non-exclusive rights of use and enjoyment and easements in and to the Common Property and improvements thereon in consideration of services, payments, or both, or any other consideration passing to or for the benefit of the Master Association in such amounts and upon such terms as shall be acceptable to the Board in its discretion.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Architectural Control; ARB. All lands and improvements in The Properties are subject to architectural and environmental review. This review shall be in accordance with this Article and the

Construction and Development Criteria described below. No sitework, landscaping, utilities extensions, drainage improvements, paving, parking areas, building, fence, wall or any other physical or structural improvement, or change or alteration to the exterior of any existing structures or improvements, or to any existing landscaping, shall be commenced, erected or maintained until the plans and specifications showing the nature, size, workmanship, design, signs, shape, finished grade elevation, height, materials and color of the same, together with a detailed landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, shall have been submitted to and approved in writing by the Architectural Review Board (the "ARB") as to consistency with the Development Plan and the Planning, Construction and Development Criteria ("the Planning Criteria"), harmony of exterior design and materials, location in relation to surrounding structures, and drainage features and topography. The above approvals also shall apply to remodeling, re-painting, re-roofing and re-landscaping.

The ARB shall promulgate and revise from time to time the Planning Criteria for The Properties. The Planning Criteria shall be set forth in writing and made available to all builders doing business in The Properties, and to all Members and prospective Members of the Master Association. Each applicant for approval shall have the burden to know and comply with the appropriate criteria. The Planning Criteria may include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Master Declaration, including without limitation minimum square footage requirements for buildings and landscaping. Different Planning Criteria may be adopted and enforced for improvements in different portions of The Properties.

So long as the Declarant owns any lands subject to this Master Declaration, the Declarant shall be entitled to appoint all members of the ARB. Thereafter, the membership of the ARB shall be determined by the Board of Directors of the Master Association. The ARB shall consist of no less than three (3) members, none of whom shall be required to be owners or occupants of the Properties. The Declarant may at any time assign in writing its powers of removal or appointment to any entity or person, subject to such terms and conditions as the Declarant may choose to impose. Nothing herein contained shall be deemed to limit the right of an Owner to finish or alter the interior of that Owner's improvements as that Owner deems appropriate or desirable, subject to provisions of other Articles of this Master Declaration. The concurrence of a majority of the members of the ARB shall be required for any decision of the ARB.

The conclusion and opinion of the ARB shall be binding. If in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that any proposed improvement, alteration, etc. is not consistent with the Planning Criteria of the Development Plan, such alteration or improvement shall not be made.

The ARB, in its sole discretion, may delegate (retaining the right to withdraw) to a separate committee by Phase or groups of Phases some or all of the powers and duties of the ARB contained herein. The general intent is to permit delegation after a Phase has all or substantially all of the units constructed in the Phase.

Section 2. Approval or Disapproval. Approval of the plans and specifications may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Master Declaration, but also by virtue of the reasonable dissatisfaction of the ARB with the location of the structure on the lot, the elevation, the color scheme, the finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the planting, landscaping, size, height or location of vegetation on the property, fences, enclosures, mail boxes, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the ARB, will render the proposed item of improvement inharmonious or out of

keeping with the general Development Plan or the Planning Criteria. Two (2) sets of plans, specifications and plot plans (collectively the "plans") shall be submitted to the ARB by the Owner prior to applying for a building permit. The Owner shall obtain a written receipt for the plans from an authorized agent of the ARB. Plans and re-submittals thereof shall be approved or disapproved within forth-five (45) days after receipt by the ARB. Failure of the ARB to respond in writing to a submittal or re-submittal of plans within such period shall be deemed to be an approval of the plans as submitted or resubmitted. The ARB approval or disapproval, as required by this Master Declaration, shall be in writing and shall accompany one (1) copy of the plans to be returned to the Owner. Whenever the ARB disapproves plans and specifications, the disapproval shall be accompanied by a written outline of the reason or reasons for such disapproval. The remaining copy shall become the property of the ARB.

Section 3. Violations; Waiver. The work approved must be performed strictly in accordance with the plans as submitted and approved. If after such plans have been approved, the improvements are altered, erected, or maintained upon the property otherwise than as approved by the ARB, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the ARB having been obtained as required by this Master Declaration. After the expiration of one (1) year from the date of completion of any improvement, addition or alteration, said improvement shall, in favor of purchasers and encumbrances in good faith and for value be deemed to comply with all of the provisions hereof, unless a notice of such noncompliance executed by any member of the ARB shall appear of record in the office of the Clerk of the Circuit Court of Alachua County, Florida, or legal proceedings shall have been instituted to enforce compliance with these provisions. Upon approval of the ARB, it shall be conclusively presumed that the location and exterior configuration of any building, structure or other improvement placed or constructed in accordance with the approved plans does not violate the provisions of this Master Declaration. The approval of the ARB of any plans submitted for approval as herein specified shall not be deemed to be a waiver by the ARB of its rights to object to any of the features or elements embodied in such plans if or when the same features or elements are embodied in any subsequent plans submitted, nor shall its approval be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section 4. Variances. The ARB may authorize variances from compliance from any of the architectural provisions of this Master Declaration or the Planning Criteria, including without limitation restrictions upon height, size or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, existing or environmental considerations may require. Such variances must be evidenced in writing and must be signed by at least two (2) members of the ARB and shall be effective upon delivery to the Owner. If such variances are granted, no violation of this Master Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Master Declaration or the Planning Criteria for any purposes except as to the particular Parcel and the particular provision covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of the Owner's Parcel, including but not limited to zoning ordinances and setback requirements imposed by the appropriate governmental authority.

Section 5. Waiver of Liability. Neither the Declarant, the ARB, any member of the ARB, or the Master Association, or any of their representatives shall be liable in damages to anyone submitting plans for approval or to any Owner or occupant of The Properties by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of any plans, or the failure to approve any plans. Every person who submits plans for approval agrees, by submission of such plan, and every Owner or occupant of any Parcel agrees, by acquiring title thereto or an interest therein, that it will not

bring any action, proceeding or suit to recover any such damage. Approval of any building plans, specifications, site or landscape plans or elevations, or any other approvals or consents pursuant hereto or otherwise, is given solely to protect the aesthetics of The Properties; and shall not be deemed a warranty, representation or covenant that such buildings, improvements, landscaping or other action taken pursuant thereto or in reliance thereof comply with, or are not in violation of any applicable laws, codes, rules or regulations.

The Declarant, the ARB, the Master Association or any agent thereof, shall not be responsible in any way for any defects in any plan or specifications submitted, revised or approved in accordance with the requirements of the ARB, or for any structural or other defect in any work done according to such plans and specifications.

This Article may not be amended without the Declarant's written approval so long as the Declarant owns any Parcel.

Section 6. Enforcement of Planning Criteria. The Declarant or the Board of Directors shall have the standing and authority on behalf of the Master Association to enforce in courts of competent jurisdiction the Planning Criteria and the decisions of the ARB. Should the Declarant or the Master Association be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal from judicial proceedings, shall be collectible from the violating Owner. Should any Owner fail to comply with the requirements hereof after thirty (30) days' written notice, the Declarant and the Master Association shall have the right to enter upon the Owner's property, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the Planning Criteria, and charge the cost thereof to the Owner. The Declarant and the Master Association, or their agents or employees, shall not be liable to the Owner or to any occupant or invitee of any Parcel for any trespass or damages or injury to the property or person unless caused by gross negligence or intentional wrongdoing.

Section 7. Term of Approval. Approval by the ARB shall be effective for a period of one (1) year from the date the approval is given, or one (1) year from the expiration of the thirty (30) day period specified in Section 2 hereof where approval is not expressly granted or denied. If construction has not commenced within the said one (1) year period, the approval shall have expired and no construction shall thereafter commence without written renewal of such prior approval.

ARTICLE VIII

EXTERIOR MAINTENANCE

Section 1. Owner's Responsibility; Default. It shall be the affirmative duty of the Owners of the buildings and/or Units constructed on the individual building pads to at all times keep and maintain the improvements located on their Parcel in good and presentable condition and repair consistent with the approved plans and specifications therefore. This obligation will be the obligation of both the condominium association formed for each separate building and the Owners of the Units within such building. The Master Association shall have the right to provide exterior maintenance upon any Parcel and improvements thereon in the event of default by any Owner in that Owner's duties hereby imposed; subject, however, to the following provisions.

Prior to performing any maintenance on an Owner's property, the Board of Directors of the Master Association, or a committee appointed by the Board of Directors, shall determine that same is in need of repair or maintenance and is detracting from the overall appearance of The Properties. Except in the event of an emergency, prior to commencement of any maintenance work, the Board of Directors must furnish fifteen (15) days' prior written notice to the Owner at the last address listed in the Master Association's records for said Owner notifying the Owner that unless certain specified repairs or maintenance are commenced within said fifteen (15) day period and thereafter diligently pursued to completion, the Master Association may procure said repairs and charge same to the Owner. Upon the failure of the Owner to act within said period of time and to thereafter diligently pursue repairs or maintenance, the Master Association shall have the right to enter in or upon any Parcel and the exterior of any improvements located thereon, or to hire personnel to do so, to make such necessary repairs, or maintenance as is specified in the written notice. In this connection, the Master Association shall have the right to do such things as, but limited to, paint, repair, replace and care for roofs, gutters, downspouts and exterior building surfaces, clean or resurface paved access ways and parking areas, trim and care for trees, shrubs, grass, walks, swales, berms and other landscaping and drainage improvements, as well as to provide general cleanup, and removal of debris which in the opinion of the Master Association detracts from the overall beauty and setting of The Properties. The Declarant and the Master Association, or their agents or employees, shall not be liable to the Owner for any trespass or damages or injury to the property or person of the Owner or the occupants or invitees of the affected parcel or improvements thereon unless caused by gross negligence or intentional wrongdoing.

Section 2. Assessment of Cost. The cost of the repair or maintenance referred to in Section 1 shall be assessed as an individual assessment against the Owner of the Parcel or improvements upon which such maintenance is done. Said individual assessment shall be secured by a lien upon the affected Parcel and improvements and shall also constitute a personal obligation of the Owner. The individual assessment shall be collectible along with interest at the highest rate allowed by law from date of expenditure to date of payment by the Owner, and costs of collection and attorneys' fees, in the same manner as delinquent annual assessments.

Section 3. Access at Reasonable Hours. For the purpose of performing the repairs or maintenance authorized by this Article, the Master Association, through its duly authorized agents, contractors or employees, shall have the right to enter upon any Parcel and the exterior of any improvements thereon during reasonable hours on any day except Sundays and holidays, except that in an emergency situation, as determined by the Board, entry may be made on any day and at any hour.

Section 4. Master Association Maintenance Responsibility. The Master Association shall maintain and keep in good repair the Common Property and all improvements thereon. Said maintenance obligation shall be deemed to include but not be limited to maintenance, repair and replacement, subject to the insurance and casualty loss provisions contained herein, of all utility lines, pipes, wires, glass, conduits, structures, systems, trees, fences, shrubs, grass, streets, parking spaces, walks, and other improvements situated upon the said Common Property and Phase Common Property. It shall also be the affirmative duty of the Master Association to maintain as a Common Expense all stormwater drainage and retention improvements and features located in the Master Association Property and comprising part of the master stormwater drainage plan for the Master Association Property. All maintenance of each Parcel in the Mater Association Property and all parts of any structure thereon, unless specifically identified as being the responsibility of the Master Association shall be the responsibility of the Owner of such Parcel and/or the condominium association for such Parcel.

ARTICLE IX
RESTRICTIVE COVENANTS

The Master Association Property shall be subject to the following restrictions, reservations and conditions which shall be binding upon each and every Owner and its heirs, personal representatives, tenants, invitees, successors, and assigns, as follows:

Section 1. Uses: Uses are restricted to those permitted under the existing Planned Development for the Master Association Property approved by the City of Gainesville. The number of parking spaces allowed are based on 1 space for every 300 square feet of building space. All uses are subject to the provisions of Section 3 below concerning obnoxious or offensive activity.

Section 2. Landscaping. Landscaping on each Parcel shall be continuously maintained in good, aesthetically pleasing condition by the Master Association.

Section 3. Obnoxious or Offensive Activity. No obnoxious or offensive activity shall be allowed upon the Master Association Property, nor shall any use or practice be allowed which is a source of annoyance, embarrassment or discomfort to Owners or their tenants or invitees, or which interferes with the peaceful possession and proper use and enjoyment of the Master Association Property, nor shall any improper, unsightly, offensive or unlawful use be made of any Parcel or any improvements thereon or of the Common Property or Phase Common Property, nor any part thereof, and all laws, zoning ordinances, and regulation of all governmental bodies having jurisdiction shall be observed.

The use, enjoyment and occupancy of the Master Association Property shall be in such a manner so as not to cause or produce any of the following effects discernible outside buildings located thereon or affect the adjoining property or any portion or portions thereof: noise or sound that is objectionable because of its volume, duration, intermittent beat, frequency or shrillness; smoke, dust, dirt or fly ash; unusual fire or explosive hazards; or vibration.

Section 4. Rules and Regulations. Rules and regulations promulgated by the Board of Directors of the Master Association as to the use and enjoyment of the Master Association Property shall be observed by the Owners and occupants thereof. Such rules and regulations may involve such matters as air conditioning units, signs, temporary structures, noisy mufflers or other nuisances, garbage and trash disposal, parking (which may include restrictions as to employee parking and customer/client parking), vehicle traffic and the state of repair of vehicles, tree removal, gutters, television antennas, driveways, walkways, sight distance at intersections, garages, and fences. These matters are set out by way of illustration only and shall not be construed to limit the authority of the Board of Directors to promulgate and enforce rules and regulations. Such rules and regulations may augment or clarify the terms of this Master Declaration or any provision, covenant or restriction herein contained. Copies of such rules and regulations shall be made available to each Owner. Each Phase Association may establish additional rules and regulations applicable to the areas under its control provided they are not in contradiction of the Master Association Rules and Regulations.

Section 5. Garbage and Trash. No trash, garbage or other waste material or refuse shall be placed or stored on any part of the Master Association Property except in covered or sealed sanitary containers. All such sanitary containers must be stored within each Unit or placed within an enclosure or concealed by means of a screening wall of material approved by the Architectural Review Board.

Section 6. Vehicles and Repair. No inoperative cars, motorcycles, trucks or other types of vehicles shall be allowed to remain either on or adjacent to any Parcel for a continuous period in excess of forty-eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosure and not visible from the street or any neighboring Parcel. Additional rules and regulations regarding use, repair and storage of vehicles on the Master Association Property may be promulgated from time to time by the Board of Directors.

Section 7. Temporary Structures. No building or structure of a temporary character, including trailers, tents and shacks shall be permitted in the Master Association Property; provided, however, temporary improvements used solely in connection with the construction of approved permanent improvements shall be permitted so long as located as inconspicuously as possible and removed immediately upon completion of such construction.

Section 8. Signs. No signs, advertisements, billboards, solicitation or advertising structures of any kind shall be erected, modified or maintained on any Parcel, unless prior written approval of the ARB is obtained; provided, however, ARB approval of reasonable street numbers and name signs on individual Units shall not be unreasonably withheld so long as member signage conforms to ARB sign criteria. The restrictions of this section shall not apply to the Declarant.

Section 9. Antennae. No outside antenna, including without limitation any television, radio, microwave or dish antenna, shall be erected, used or maintained in The Properties without the prior written approval of the ARB. Said approval shall not be granted until ARB adopts an Antennae Policy; which adoption shall not occur before such time as, solely in the opinion of ARB, technology and manufacturing advance to provide for the availability of an aesthetically acceptable Antennae.

Section 10. Subdivision. No part of The Properties shall be further subdivided except as platted without the prior written consent of the Declarant for so long as the Declarant owns any lands in the Development Plan, and thereafter by the Board of Directors.

Section 11. Completion of Construction. After commencement of construction of any improvements in the Master Association Property, the Owner shall diligently prosecute the work thereon, to the end that the improvements shall not remain in a partially finished condition any longer than reasonably and normally necessary for completion thereof. The Owner of the Parcel on which improvements are being constructed shall at all times keep streets contiguous to the Parcel free from any dirt, mud, garbage, trash or other debris which might be occasioned by construction of the improvements.

Section 12. Utility Service. No "service lines" shall be constructed, placed or maintained anywhere in or upon the Master Association Property unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings or other approved improvements; provided electrical transformers may be permitted if properly screened and approved by the ARB. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone service poles incident to the construction of approved improvements. The foregoing shall not apply to "transmission lines" now or hereafter existing on the Master Association Property. As used herein, the term "service line" shall include lines, wires, or other devices for the communication or transmission of electric current or power on any site or part thereof, including without limitation telephone and television signals. As used herein, the term "transmission line" shall include such master lines, wires, etc. as transmit the current or power to the Parcels or parts thereof, and from which the "service lines" run.

Section 13. Mailboxes. No mailboxes or newspaper boxes shall be permitted in the Master Association Property unless and until approved by the ARB, and subject to such requirements as may be imposed by the ARB. Declarant has the right to install USPS approved central mailbox pedestals per USPS requirements.

Section 14. Rights of the Declarant. The Declarant and/or its designee has the right to maintain upon a portion of the Master Association Property sales, administrative, construction or other offices, signs and other promotional equipment and apparatus which shall not be subject to assessment.

ARTICLE X
AMENDMENT BY DECLARANT

The Declarant, as long as Declarant owns lands within the Development Plan, reserves and shall have the sole right to (a) amend this Master Declaration for the purpose of curing any ambiguity or any inconsistency between the provisions contained herein; (b) include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to any Parcel which do not lower the standards of the covenants and restrictions herein contained; (c) release any Parcel from any part of the covenants and restrictions contained herein which have been violated if the Declarant, in its sole judgment, determines such violation to be a minor or insubstantial violation; (d) amend this Master Declaration without vote or consent of the Owners in any manner which does not materially adversely affect the substantive rights of an existing Owner or mortgagee; (e) to amend this Master Declaration during the first two (2) years after same has been recorded to comply with the request of any mortgagee referred to in Section 9 of Article VII; (f) amend this Declaration to add additional property; and (g) amend this Declaration to adjust voting rights and allocation of Common Expenses. The foregoing amendments may be made without the joinder or approval of any Owner, mortgagee, or the Master Association.

ARTICLE XI
ADDITIONAL COVENANTS AND RESTRICTIONS

No Owner, without the prior written approval of the Declarant for so long as the Declarant owns any lands subject to this Declaration, and thereafter without the prior written approval of the Board of Directors of the Master Association, may impose any additional covenants or restrictions on any part of the Master Association Property.

ARTICLE XII
AMENDMENT

Except as to provisions relating to amendments set forth herein regarding certain specific items and the method of amending or altering same, any other provisions, covenants, or restrictions set forth herein may be amended in accordance with this provision. The holders of at least two-thirds (2/3) of the votes in the Master Association may change or amend any provision hereof (1) by executing a written instrument in recordable form setting forth such amendment, or (2) by causing a certified copy of a duly adopted resolution of the Owners to be prepared, and having the same duly recorded in the Public Records of Alachua County, Florida. A proposed amendment may be initiated by the Declarant, the Master Association, or by petition signed by fifteen percent (15%) of the Owners. If a proposed amendment is to be adopted by vote, a written copy of the

proposed amendment shall be furnished to each Owner at least thirty (30) days but not more than ninety (90) days prior to the meeting to discuss the proposed amendment. If adopted by vote, the affirmative vote required for adoption shall be two thirds (2/3) of the votes of the Owners. Owners not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, providing such approval or disapproval is delivered to a member of the Board of Directors at or prior to the meeting. The recorded certificate shall contain a recitation that notice was given as above set forth and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded certificate. The amendment shall be effective upon recordation of the executed amendment or the certified copy of the duly adopted resolution among the Public Records of Alachua County, Florida.

So long as the Declarant shall own any lands subject to this Declaration, no Declarant related amendment shall be made to this Master Declaration, or to the Articles or Bylaws of the Master 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 this Master Declaration in a manner which alters the Declarant's rights or status.
- c. Modifies or repeals any provision of Article II of this Master Declaration.
- d. Alters the character and rights of membership as provided for by Article III of this Declaration or affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Master Association.
- e. Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, 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 to the Master Association Common Property or Phase Common Property.
- g. Modifies the basis or manner of assessment as applicable to the Declarant or any lands owned by the Declarant.
- h. Alters or repeals any of the Declarant's rights or any provision applicable to the Declarant's rights as provided for by any provision of this Master Declaration or any amendment thereto.

ARTICLE XIII
COVENANTS COMMITTEE

Section 1. Committee. The Board of Directors shall appoint a Covenants Committee consisting of at least three (3) and no more than seven (7) members. Nothing herein shall prohibit a Member from serving on

both the ARB and the Covenants Committee. Acting in accordance with the provisions of this Master Declaration, the Bylaws, and any resolutions the Board may adopt, the Covenants Committee shall be the hearing tribunal of the Master Association relative to alleged infractions of the covenants, rules and regulations of the Master Association by a Member or Member's guests, invitees or tenant.

Section 2. Hearing Procedure. The Board shall not impose a fine, suspend or infringe upon any other rights of a Member or other occupant for violations of rules and regulations unless and until the following procedure is followed:

a. **Demand.** Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

- (i) the alleged violation;
- (ii) the action required to abate the violation; and

(iii) a time period which, except in emergency situations which shall include but not be limited to noise pollution, shall be not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction after notice and hearing if the violation is not continuing.

b. **Notices.** At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board or its delegate shall serve the violator with written notice of a hearing to be held by the Covenants Committee in executive session. The notice shall contain:

- (i) the nature of the alleged violation;
- (ii) the time and place of the hearing, which time shall not be less than fourteen (14) days from the giving of the notice; and
- (iii) an invitation to attend the hearing and produce any statement, evidence, and witness on his behalf.

c. **Hearing.** The hearing shall be held in executive session pursuant to this notice affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice, and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

d. **Appeal.** Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right a written notice must be received by the manager, President, or Secretary of the Master Association within ten (10) days after the hearing date.

e. Fines. The Covenants Committee may impose fines against Members, Members' guests, invitees and tenants as follows:

- (i) Up to One Hundred Dollars (\$100.00) per violation.
- (ii) A fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing except that no fine shall exceed \$2,000.00 in the aggregate.

Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the non-prevailing party as determined by the Court. All monies received from fines shall be allocated as directed by the Board of Directors.

f. Suspension of use of common areas and facilities. The Covenants Committee may also suspend the rights of a Member, Members' guests, invitees and tenants to use common areas and common facilities for a reasonable amount of time.

ARTICLE XIV

DURATION AND TERMINATION

The covenants and restrictions of this Master Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, the Master Association and any Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Master Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. This Master Declaration may be terminated at any time by recordation of an instrument signed by the then holders of eighty percent (80%) of the votes in the Master Association and all mortgagees agreeing to terminate said covenants and restrictions.

ARTICLE XV

ENFORCEMENT

Section 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 Master Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction, or (b) to 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 this provisions shall be construed as cumulative of all other remedies now or hereafter provided by law or this Master Declaration. The failure of the Declarant, its successors or assigns, or the Master 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.

Section 2. Severability. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

Section 3. Notices. Any notice required to be sent to any Owner or Member shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Master Association at the time of such mailing.

Section 4. Lessees to Comply with Declaration, Articles and Bylaws - Effect on Non-Compliance. All tenants shall be subject to the terms and conditions of this Master 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 his lessee, occupant, or persons living with such Owner or with his lessee to comply with the Master 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 Parcel 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 Master 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.

ARTICLE XVI MISCELLANEOUS

Section 1. Number and Gender. Reference to the singular shall include reference to the plural and to the plural shall include the singular, as indicated by the context of use. Reference to any gender shall include reference to all genders.

Section 2. Severability. The invalidation of any provision or provisions of this Master Declaration shall not affect or modify any one of the other provisions which shall remain in full force and effect unless otherwise provided herein.

Section 3. Notices. Any notice provided for herein shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person as shown on the records of the Master Association at the time of such mailing, unless otherwise provided herein.

Section 4. Headings. The paragraph headings are for reference purposes only and shall not in any way effect the meaning, content or interpretation of this Master Declaration.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its name and its seal to be affixed hereto as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Declarant:

HOWE DEVELOPMENT CORPORATION, a Florida Corporation

By: [Signature]
Richard R. Howe, President

[Signature]
M. Susan Fulford
[Signature]
Jenese Bolduc

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 30th day of March, 2007 by Richard R. Howe as President of Howe Development Corporation, a Florida Corporation. Such person(s):

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

[Signature]
Print Name: _____
Notary Public, State of Florida
My Commission Expires:
Serial Number:



A PORTION OF LOT 4 OF "METROCORP CENTER OF GAINESVILLE" AS RECORDED IN PLAT BOOK "M", PAGE 43 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

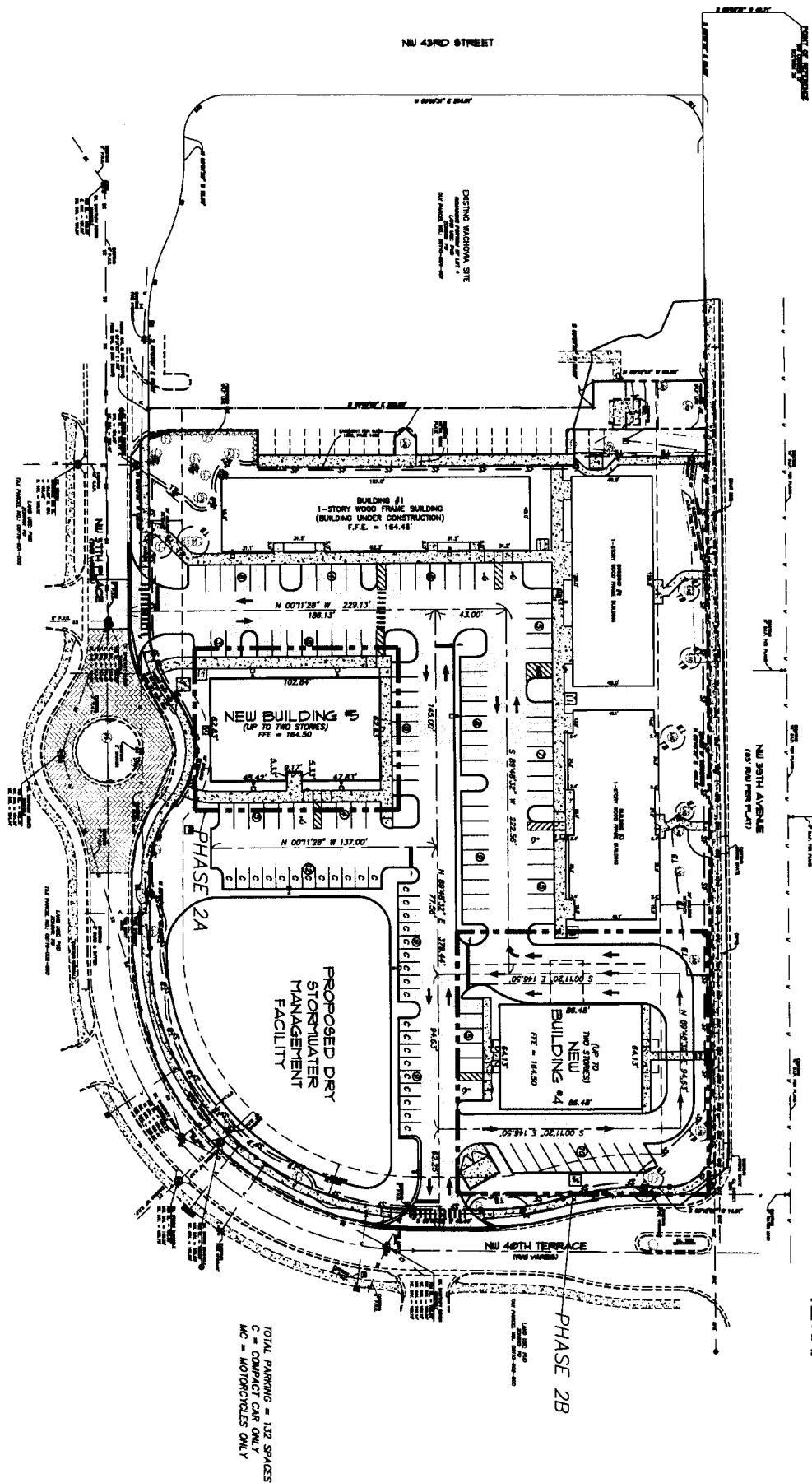
FOR A POINT OF REFERENCE COMMENCE AT A RAILROAD SPIKE MARKING THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 9 SOUTH, RANGE 19 EAST; THENCE SOUTH 00°08'31" WEST, ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 49.71 FEET; THENCE SOUTH 89°51'29" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 89°48'32" EAST ALONG THE NORTHERLY LINE OF THE SAID LOT 4 AND THE EXTENSION THEREOF, A DISTANCE OF 204.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°48'32" EAST ALONG THE SAID NORTHERLY LINE, A DISTANCE OF 436.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°19'59", AN ARC DISTANCE OF 39.42 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 45°01'29" EAST, 35.46 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTHWEST 40TH TERRACE; THENCE SOUTH 00°08'31" WEST ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 14.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 176.04 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°30'02" AN ARC DISTANCE OF 50.70 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 08°06'30" EAST, 50.52 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 176.04 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°30'02", AN ARC DISTANCE OF 50.70 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 08°06'30" EAST, 50.52 FEET; THENCE SOUTH 00°08'31" WEST, 40.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 160.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 251.33 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 45°08'31" WEST 226.27 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF NORTHWEST 37TH PLACE; THENCE NORTH 89°51'29" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 45.96 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 65.67 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°35'52", AN ARC DISTANCE OF 45.39 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 70°03'33" WEST, 44.49 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 52.00 FEET; THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID

CURVE THROUGH A CENTRAL ANGLE OF $79^{\circ}11'27''$, AN ARC DISTANCE OF 71.87 FEET AND CHORD BEARING AND DISTANCE OF NORTH $89^{\circ}51'29''$ WEST, 66.29 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 65.67 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $39^{\circ}35'52''$ AN ARC DISTANCE OF 45.39 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH $70^{\circ}20'35''$ WEST, 44.49 FEET; THENCE NORTH $89^{\circ}51'29''$ WEST ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF NORTHWEST 37TH PLACE, A DISTANCE OF 114.63 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE EASTERLY, HAVING A RADIUS OF 24.50 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $18^{\circ}42'41''$ WEST, 15.90 FEET; THENCE DEPARTING THE SAID RIGHT-OF-WAY LINE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $37^{\circ}52'19''$, AN ARC DISTANCE OF 16.19 FEET TO THE END OF SAID CURVE; THENCE NORTH $00^{\circ}11'28''$ WEST, A DISTANCE OF 50.54 FEET; THENCE NORTH $89^{\circ}48'32''$ EAST, A DISTANCE OF 22.79 FEET; THENCE NORTH $00^{\circ}11'28''$ WEST, A DISTANCE OF 192.33 FEET; THENCE SOUTH $89^{\circ}48'32''$ WEST, A DISTANCE OF 21.77 FEET; THENCE NORTH $00^{\circ}11'28''$ WEST, A DISTANCE OF 79.74 FEET TO THE POINT OF BEGINNING.

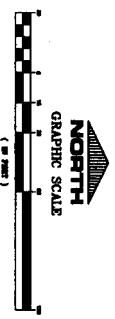
ALSO DESCRIBED AS LOT 2, MINOR SUBDIVISION OF LOT 4, METROCORP CENTER OF GAINESVILLE, AS RECORDED IN PLAT BOOK "M", PAGE 43, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, IN THE CITY OF GAINESVILLE, ALACHUA COUNTY, FLORIDA, IN MINOR SUBDIVISION BOOK 2, PAGE 69, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

NOTES:

*Total square footage of all buildings to be a maximum of 50,000.00 square feet.
 **This site plan is subject to modification by Declarant and approval of City of Gainesville.



TOTAL PARKING = 132 SPACES
 C = COMPACT CAR ONLY
 MC = MOTORCYCLES ONLY



INSTRUMENT # 2327020
 47 PGS

PREPARED BY DATE CHECKED BY DATE	PROJECT NO. PROJECT NAME	DRAWN BY DATE	CHECKED BY DATE	PROJECT NO. PROJECT NAME	DRAWN BY DATE	CHECKED BY DATE	PROJECT NO. PROJECT NAME	DRAWN BY DATE	CHECKED BY DATE
Causseaux & Ellington, Inc. Engineering • Surveying • Planning 8011 NW 1st Place, Gainesville, Florida 32607 Phone (352) 333-0979 Fax (352) 333-0978 email@caus-ell.com		PROJECT NO. 06-0080-SP-1200		DRAWN BY ROBERT J. MALPOLE, P.E. A. ALLEN, ALL NEEDLES CHECKED BY ROBERT J. MALPOLE, P.E.		PROJECT NAME METROPOLITAN BUSINESS CENTER		SHEET NO. 06-0080	
DATE 8/24/08				SHEET NAME SITE PLAN		TOTAL SHEETS 47		SHEET NO. 1	

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of METRO 39 OFFICE PARK MASTER ASSOCIATION, INC., a Florida corporation, filed on February 23, 2007, as shown by the records of this office.

The document number of this corporation is N07000001922.

INSTRUMENT # 2327020
47 PGS

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-third day of February, 2007



CR2EO22 (01-07)

Kurt S. Browning
Secretary of State

INSTRUMENT # 2327020
47 PGS

FILED

07 FEB 23 PM 12: 50

**ARTICLES OF INCORPORATION
OF
METRO 39 OFFICE PARK MASTER ASSOCIATION, INC.,
a Florida not for profit corporation**

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THE UNDERSIGNED hereby associate themselves together for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

Name

The name of the corporation shall be METRO 39 OFFICE PARK MASTER ASSOCIATION, INC. For convenience this corporation shall be referred to as the "Master Association".

ARTICLE II

Definitions and Purposes

1. Unless otherwise defined herein, all capitalized terms shall have the meaning given such terms in the Master Declaration (as defined below).
2. The purposes for which the Master Association is organized is to manage, operate and maintain the office park to be known as METRO 39 OFFICE PARK, hereinafter referred to as the "Office Park", in accordance with the Metro 39 Office Park Master Declaration of Covenants, Conditions and Restrictions (hereinafter the "Master Declaration"). All terms used in these Articles of Incorporation shall have the same meaning as the identical terms utilized in the Declaration, unless the context otherwise requires.
3. The Master Association shall have no capital stock and shall make no distribution of income or profit to its members, directors or officers.

ARTICLE III

Powers

1. The Master Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.
2. The Master Association shall have all of the powers reasonably necessary to implement the purpose of the Master Association, including but not limited to the following:
 - a. To adopt a budget and make and collect assessments against members to defray the costs of the Common Property.
 - b. To use the proceeds of assessments in the exercise of its powers and duties.
 - c. To maintain, manage, repair, replace and operate the Common Property.

- d. To reconstruct improvements after casualty and construct further improvements to the Common Property.
- e. To promulgate and amend the Master Association Rules and Regulations respecting the use of The Properties.
- f. To enforce by legal means the provisions of the various Master Declaration Documents, these Articles, the Bylaws of the Master Association, and the Master Association Rules and Regulations.
- g. Pursuant to the terms of the Master Declaration, to contract for the management of the Common Property and to delegate to such contractor all powers and duties of the Master Association except such as are specifically required by the various Master Declaration Documents and applicable law to have approval of the board of directors or the members of the Master Association.
- h. To serve as the association for condominiums other than the Condominium in the discretion of the board of directors, in which case the terms "Unit" and "Owners" as used in these Articles and the Bylaws shall refer to Units and Owners in any condominium operated by this Master Association.

3. All funds and the titles to all property acquired by the Master Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the Master Declaration Documents.

4. The powers of the Master Association shall be subject to and shall be exercised in accordance with the provisions of the Master Declaration.

ARTICLE IV **Members**

The qualifications of members, the manner of their admission, and voting by members shall be as set forth in the Bylaws of the Master Association.

ARTICLE V **Directors**

1. The affairs of the Master Association will be managed by a board of directors of not less than three (3) nor more than seven (7) directors as shall be determined by the Bylaws, and in the absence of such determination shall consist of three (3) directors.

2. Directors of the Master Association shall be appointed or elected at the annual meeting of the members in the manner determined by the Bylaws.

3. The following persons shall serve as directors until their successors are elected or appointed as provided in the Bylaws:

<u>Name</u>	<u>Address</u>
Richard R. Howe	3940 N. W. 16 th Boulevard, Bldg A. Gainesville, FL 32605
Leigh Anne Howe	3940 N. W. 16 th Boulevard, Bldg A. Gainesville, FL 32605
James D. Salter	3940 N. W. 16 th Boulevard, Bldg B. Gainesville, FL 32605

ARTICLE VI
Officers

The affairs of the Master Association shall be administered by a president, a vice-president, a secretary, a treasurer, and as many assistant vice-presidents, assistant secretaries and assistant treasurers as the board of directors shall from time to time determine. Such officers shall be elected by the board of directors at its first meeting following each annual meeting of the members of the Master Association. Officers shall serve without compensation at the pleasure of the board of directors. Any person may hold two or more offices, the duties of which are not incompatible; provided, however, that the president shall not also be the vice-president, secretary or treasurer, or assistant secretary or assistant treasurer. The names and addresses of the officers who shall serve until their successors are designated by the board of directors are as follows:

President:	Richard R. Howe 3940 N. W. 16 th Boulevard, Bldg A. Gainesville, FL 32605
Vice President:	Leigh Anne Howe 3940 N. W. 16 th Boulevard, Bldg A. Gainesville, FL 32605
Secretary/ Treasurer:	James D. Salter 3940 N. W. 16 th Boulevard, Bldg B. Gainesville, FL 32605

ARTICLE VII
Indemnification

Every director and every officer of the Master Association shall be indemnified by the Master Association against all expenses and liabilities, including attorneys' and paralegals' fees, reasonably

incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the board of directors has approved such settlement and when the board of directors has approved such settlement and reimbursement as being in the best interests of the Master Association. The foregoing indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VIII
Bylaws

The Bylaws shall be adopted by the board of directors and may be altered, amended or rescinded by not less than two-thirds (2/3) of all the directors until the first election of a majority of directors by Owners other than the Declarant. Thereafter, the Bylaws may be altered, amended or rescinded as provided Therein.

ARTICLE IX
Amendments

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
2. Until the first election of a majority of directors by members other than the Developer, proposal of an amendment and approval thereof shall require the affirmative action of two-thirds (2/3) of the entire membership of the board of directors, and no meeting of the members nor any approval thereof need be had.
3. After the first election of a majority of directors by members other than the Declarant, a resolution approving a proposed amendment may be proposed by either the board of directors or by the members of the Master Association, and after being proposed and approved by one of such bodies, requires the approval of the other body. Except as otherwise provided herein, such approvals must be by not less than two-thirds (2/3) of all the directors and by not less than a majority vote of the members of the Master Association at a duly called meeting of the Master Association.
4. An amendment when adopted shall be effective when filed with the Secretary of State of the State of Florida and recorded in the Public Records of the county in which The Property is situated.
5. At any time prior to the first election of a majority of directors by members other than the Declarant, these Articles of Incorporation may be amended by the Declarant without the approval of the board of directors or the membership of the Master Association as may be required by any governmental entity or institutional lender or as may be necessary to conform these Articles to any governmental

statutes.

6. Any amendments to these Articles shall be in accord with the terms and provisions of the Master Declaration which sets forth additional voting and approval requirements with respect to certain types of amendments.

ARTICLE X
Term

The term of the Master Association shall be the life of the Master Declaration. The Master Association shall be terminated by the termination of the covenants and restrictions of the Master Declaration in accordance with the Master Declaration.

ARTICLE XI
Incorporator

The name and residence of the incorporator to these Articles of Incorporation is as follows:

<u>Name</u>	<u>Address</u>
Melissa Jay Murphy	3940 N. W. 16 th Boulevard, Bldg B. Gainesville, FL 32605

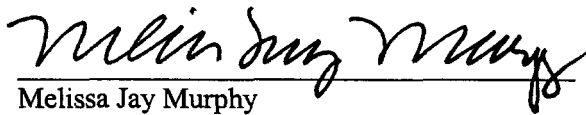
ARTICLE XII
Registered Agent

The association hereby appoints Melissa Jay Murphy, as its Registered Agent to accept service of process within this state, with the Registered Office located at 3940 N. W. 16th Boulevard, Bldg B, Gainesville, FL 32605.

ARTICLE XIII
Principal Office

The address of the principal office of the Master Association is 3940 NW 16th Boulevard, Building A, Gainesville, FL 32605.

IN WITNESS WHEREOF, the incorporator has hereto affixed its signature this 20th day of February 2007.


Melissa Jay Murphy

INSTRUMENT # 2327020
47 PGS

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

The undersigned hereby accepts the appointment to serve as the initial Registered Agent of METRO 39 OFFICE PARK MASTER ASSOCIATION, INC.


MELISSA JAY MURPHY

FILED
07 FEB 23 PM 12:50
SPECIAL AGENT OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT "D"

**BYLAWS
OF
METRO 39 OFFICE PARK MASTER ASSOCIATION, INC.,
a Florida not-for-profit corporation**

**ARTICLE I
IDENTITY**

These are the Bylaws of Metro 39 Office Park Master Association, Inc., a corporation not-for-profit under the laws of the State of Florida, hereinafter referred to as the "Master Association" and under the Articles of Incorporation (the "Articles") which have been filed in the office of the Secretary of State. The Master Association has been organized for the purpose of administering an office park upon certain lands in Alachua County, Florida known as Metro 39 Office Park (the "Office Park"), in accordance with the Metro 39 Office Park Master Declaration of Covenants, Conditions and Restrictions (the "Master Declaration").

1.1 Office. The office of the Master Association shall be at 3940 NW 16th Blvd., Building A, Gainesville, FL 32605, or at such other place as may be designated by the board of directors from time to time.

1.2 Fiscal Year. The fiscal year of the Master Association shall be the calendar year.

1.3 Seal. The seal of the corporation shall bear the name of the corporation, the word "Florida," the words "Corporation Not-for-Profit," and the year of incorporation.

**ARTICLE II
DEFINITIONS**

The terms used in these Bylaws shall have the same meaning as the identical terms utilized in the Master Declaration, unless the context otherwise requires.

**ARTICLE III
MEMBERS**

3.1 Qualification. The members of the Master Association shall consist of every Owner, including the Declarant, and in the case of multiple Owners, every group of record Owners of a Unit in the Property. 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 the Unit.

3.2 Change of Membership. Change of membership in the Master Association shall be established by recording in the Public Records of Alachua County, Florida, a deed or other instrument establishing record title to a Unit under the jurisdiction of the Master Association. 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 Master Association of such property transfer and furnish the Master 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 Master Association's records.

3.3 Designation of Voting Representative. If a Unit is owned by one person or entity, its rights to vote shall be established by the record title to the Unit. If a Unit is owned by more than one person or entity, the person entitled to cast the votes for the Unit shall be designated by a certificate signed by all of the record Owners of the Unit and filed with the secretary of the Master Association. If a Unit is owned by a general or limited partnership, the person entitled to cast the votes for the Unit shall be designated by a certificate of appointment signed by one of the general partners and filed with the secretary of the Master Association. If a Unit is owned by a corporation, the person entitled to cast the votes for the Unit 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 Master Association. If a Unit is owned in trust, the person entitled to vote for the Unit shall be designated by a certificate of appointment signed by the trustee of record for the trust and filed with the secretary of the Master Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the votes of a Unit may be revoked in writing by any Owner thereof, provided, however, that no Unit shall vote in excess of the voting rights allocated to that Unit pursuant to the Master Declaration.

3.4 Approval or Disapproval of Matters. Approval or disapproval of a member upon any matter, whether or not the subject of a Master Association meeting, shall be by the same person, corporation or other entity who would cast the vote of such member if in a Master Association meeting.

ARTICLE IV **MEMBERS' MEETINGS**

4.1 Annual Members' Meeting. The annual members' meeting shall be held within 30 days from the end of the fiscal year at such time, place and date as may be designated by the board of directors, for the purpose of electing directors and of transacting any other business authorized to be transacted by the members.

4.2 Special Members' Meetings. Special members' meetings shall be held whenever called by the president or vice-president or by majority of the board of directors and must be called by such officers upon receipt of a written request from twenty percent (20%) of the voting interests except as provided for in Article V below. Unless otherwise set forth in the notice of special meeting, as provided for above, all special meetings shall be held in Alachua County, Florida.

4.3 Notice of Members' Meetings. Notice of all members' meetings stating the time and place and the agenda for which the meeting is called shall be mailed, delivered or electronically transmitted by the president or secretary, unless waived in writing. Such notice shall be sent in writing to each member at his address as it appears on the books of the Master Association and shall be sent to each member not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. The post office certificate of mailing shall be retained in the records of the Master Association as proof of such mailing. In addition, a notice of the meeting shall be posted at a conspicuous place on the Master Association Property, which location shall be duly adopted by rule by the board, upon notice to the Unit Owners, at least for fourteen (14) continuous days prior to said meeting; however, if there is no Master Association Property upon which notices can be posted, this requirement does not apply. Members may waive notice of specific meetings and may take action by written agreement without meetings. As provided in the Declaration, Mortgagees, as that term is defined in the Declaration, shall, upon prior written request, be entitled to receive notice of all members' meetings. Failure to provide such notice

shall not invalidate any action taken at an otherwise properly noticed meeting. Where assessments against members are to be considered for any reason at a members' meeting, the notice shall contain a statement that assessments will be considered and shall specify the nature of any such assessment.

4.4 Quorum. The presence in person or by proxy of members representing a majority of the total voting interests eligible to vote shall constitute a quorum, and decisions shall be made by the vote of a majority of the members at a meeting at which a quorum is present.

If any meeting of members cannot be organized because a quorum has not been achieved, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

4.5 Number of Votes for Each Unit. The total number of votes attributable to the Units is as set forth in the Master Declaration.

4.6 Proxies. Votes may be cast in person or by proxy in accordance with and as permitted by applicable law. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof and must be filed with the secretary at or before the appointed time of the meeting. Each proxy shall specifically set forth the name of the person voting by proxy, the name of the person authorized to vote the proxy for him, and the date the proxy was given. Each proxy shall contain the date, time and place of the meeting for which the proxy is given, and if a limited proxy, set forth those items which the holder of the proxy may vote and the manner in which the vote is cast. In no event shall any proxy be valid for a period of longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the member executing it. If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in his place. If such provision is not made, substitution is not authorized.

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

- A. Ballots not yet cast shall be collected and validated.
- B. Call to order.
- C. Election of chairman of the meeting.
- D. Calling of the roll and certifying of proxies.
- E. Proof of notice of meeting or waiver of notice.
- F. Reading and disposal of any unapproved minutes.
- G. Report of officers.
- H. Report of committees.
- I. Election of directors.
- J. Unfinished business.

- K. New business.
- L. Adjournment.

4.8 Declarant's Rights. For so long as the Declarant holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Declarant:

- A. Assessment of the Declarant as the Owner of Units for capital improvements; and,
- B. Any action by the Master Association that would be detrimental to the sale of Units by the Declarant.

ARTICLE V BOARD OF DIRECTORS

5.1 Number. The affairs of the Master Association shall be managed by a board of directors who shall be members of the Master Association, except that the first board of directors and their successors appointed by the remaining directors (in the event of vacancies occurring before the first election of a majority of directors by members) need not be members. The initial board of directors shall consist of three (3) directors, and thereafter the membership of the board shall consist of not less than three (3) nor more than seven (7) directors. Within these limits, the board of directors may from time to time increase or decrease the number of persons to serve on the board, except that the board shall always contain an odd number of members. Where units are owned by corporations, the officers, directors, employees or other appointed representatives of said corporations shall be eligible to serve on the board of directors of the Master Association on behalf of the corporation.

5.2 Qualifications. All directors shall be members of the Master Association, provided, however, that all directors that the Declarant is entitled to appoint need not be members.

5.3 Directors' Fees. Directors' fees, if any, shall be determined by the members of the Master Association, and no director shall receive a fee prior to the election of the members of the board of directors by Owners other than the Declarant.

5.4 Nominations. Any Unit Owner or other eligible person may nominate himself or may nominate another unit owner or eligible person. Any Unit Owner or other eligible person desiring to be a candidate for the board of directors must give written notice to the Master Association not less than 40 days before a scheduled election.

5.5 Election of Directors. Subsequent to the transfer of Master Association control from the Declarant to the Members, members of the board of directors shall be elected by written ballot or voting machine on the date of the annual meeting. Proxies shall in no event be used in elections to fill vacancies caused by recall, resignation, or otherwise. Not less than 60 days before a scheduled election, the Master Association shall mail or deliver, whether by separate association mailing or included in another association mailing or delivery including regularly published newsletters, to each unit owner entitled to vote, a first notice of the date of the election. Prior to the election, the Master Association shall mail or deliver a second notice of the election to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Master Association shall include an

information sheet, pursuant to section 5.6 below, which must be furnished by the candidate not less than 35 days before the election, to be included with the mailing of the ballot. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least 20% of the eligible voters must cast a ballot in order to have a valid election of members of the board of directors.

5.6 Candidate Information Sheet. Each candidate may provide to the Master Association an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate not less than 35 days before the election, to be included with the mailing of the ballot, with costs of mailing and copying to be borne by the Master Association. The Master Association shall have no liability for the contents of the information sheets prepared by the candidates.

5.7 Organizational Meeting. The organizational meeting of a newly elected board of directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected or at a time and place so announced at said meeting. Notice of the organizational meeting shall be given in the same manner as set forth in Article VI, section 6.1 below.

5.8 Term of Office. Members of the board of directors who are elected by Owners other than the Declarant at the annual meeting of members shall serve for one (1) year until the next annual meeting of the Members and thereafter, unless and until his successor is duly elected or qualified or until he is removed in the manner elsewhere provided. The directors named in the Articles of Incorporation shall serve until the first election of directors.

5.9 Removal. Owner directors may be removed from the board of directors by vote of a majority of the voting interest at a Special Meeting under section 4.2 above. Anything to the contrary contained herein notwithstanding, any director who is appointed by the Declarant may be removed by the Declarant at any time. Upon such removal, the Declarant shall immediately appoint a replacement director and notify the remaining directors, if any, of such removal and appointment.

5.10 Vacancy. So long as Declarant retains control of the Master Association, vacancies on the board of directors may be filled by the Declarant. Subsequent to the transfer of Master Association control from the Declarant to the Members, vacancies on the board of directors may be filled by a majority of the remaining directors, even though a quorum may not exist. A director appointed to fill a vacancy in office shall serve the remainder of the term of the office to which he is appointed. Any vacancies in office occurring before the first election shall be filled by the remaining directors. In the event there are no remaining directors, then any such vacancies shall be filled by the Declarant.

5.11 Transfer of Master Association Control. Owners of Units other than the Declarant will be entitled to elect members of the board of directors as follows:

A. At such time as the Declarant no longer owns any property subject to the Master Declaration, Members shall be entitled to elect all members of the board of directors of the Master Association. Concurrent with such time, Declarant's veto power over all actions of the Master Association and the board of directors of the Master Association shall expire.

B. At such time as Declarant voluntarily relinquishes the right to appoint directors, Members shall be entitled to elect all members of the Board of Directors of the Master Association.

C. As to the election of directors pursuant to Subparagraphs A and B above, within seventy-five (75) days after Owners other than the Declarant are entitled to elect a member or members of

the board of directors of the Master Association, the Master Association shall call and give not less than sixty (60) days notice of an election for the members of the board. The election shall proceed pursuant to Article V, Section 5.5, above.

D. If the Declarant voluntarily relinquishes control of the Master Association, the Declarant may exercise the right to vote any Declarant-owned Units in the same manner as any other Owner.

E. Nothing in this subparagraph shall be construed so as to preclude the Declarant from relinquishing control of the board of directors at any time the Declarant may so elect.

ARTICLE VI **MEETINGS OF DIRECTORS**

6.1 Regular Meetings. Regular meetings of the board of directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or electronic transmission at least three (3) days prior to the date named for such meeting unless such notice is waived.

Notice of all meetings of the board, including adjourned meetings, shall specifically incorporate an identification of agenda items and be posted in a conspicuous place on the Master Association Property for the benefit of members at least forty-eight (48) continuous hours in advance of such meeting, except in an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the board. Such emergency action shall be noticed and ratified at the next regular meeting of the board. However, written notice of any meeting at which nonemergency special assessments, or at which amendment to rules regarding unit use, will be considered shall be mailed, delivered, or electronically transmitted to the unit owners and posted conspicuously on the condominium property not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Master Association.

Upon notice to the Unit Owners, the board shall duly adopt a rule designating a specific location on the Master Association Property upon which all notices of board meetings shall be posted. If there is no Master Association Property upon which notices can be posted, notices of board meetings shall be mailed, delivered or electronically transmitted at least 14 days before the meeting to the Owner of each Unit.

All meetings of the board of directors shall be open to all Unit Owners, who shall have the right to speak with reference to all designated agenda items subject to reasonable rules governing the frequency, duration, and manner of Unit Owner statements.

6.2 Special Meetings. Special meetings of the directors may be called by the president and must be called by the secretary at the written request of one-third (1/3) of the votes of the board. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or electronic transmission, which notice shall state the time, place and purpose of the meeting.

6.3 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Any director's attendance at a meeting shall constitute a waiver of the notice of that meeting.

6.4 Quorum. A quorum at directors' meetings shall consist of the directors entitled to cast a majority of the votes of the entire board. The acts of the board approved by a majority of votes present shall constitute the acts of the board of directors except as specifically otherwise provided in the Master Declaration. If at any meeting of the board of directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present.

6.5 Presiding Officer. The presiding officer at board of directors' meetings shall be the president of the Master Association. In the absence of the president the vice-president shall preside.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Master Association shall be exercised by the board of directors including those existing under the common law, statutes, the Articles and the Master Declaration Documents. Such powers and duties of the directors shall be exercised in accordance with the provisions of the Master Declaration which governs the use of the land, and shall include but not be limited to the following:

1. To adopt a budget and to make and collect assessments against Owners to defray the costs of operating the Master Association.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. To lease, maintain, manage, repair, replace and operate the Master Association Property, including but not limited to, obtaining and maintaining adequate insurance to protect the Master Association and the Master Association Property.
4. To reconstruct improvements after casualty and to construct further improvements to the Master Association Property.
5. To promulgate and amend the Rules and Regulations respecting the use of Master Association Property. Such rules and regulations may be promulgated by the board of directors at any duly noticed meeting of the board or of the members.
6. To enforce by legal means the provisions of the Master Declaration Documents, the Articles, these Bylaws, and the Rules and Regulations.
7. To contract for management of the Master Association and to delegate to such contractor all powers and duties of the Master Association except such as are specifically required by the Master Declaration Documents or applicable law to have approval of the board of directors or members of the Master Association.
8. To pay the cost of all power, water, sewer and other utility services rendered to the Master Association Property and not billed to Owners of individual Units.
9. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Master Association, including but not limited to accountants and attorneys.

10. To bond any or all employees, officers and directors of the Master Association, for which the Master Association shall bear the costs.

11. To maintain all books and records concerning the Master Association Property including, but not limited to, the maintenance of a complete list of the names and addresses of all Owners of Units.

ARTICLE VIII **OFFICERS**

8.1 Officers and Election. The executive officers of the corporation shall be a president, a vice-president, a secretary, and a treasurer, all of whom shall be directors who shall be elected annually by the board of directors at any meeting. Any person may hold two or more offices except that the president shall not also be the vice-president, secretary or treasurer, or assistant secretary or assistant treasurer. The board of directors shall from time to time elect such other officers and designate their powers and duties as the board determines necessary to manage the affairs of the Master Association.

8.2 President. The president shall be the chief executive of the Master Association. He shall have all of the powers and duties which are usually vested in the office of president including, but not limited to, the power of appointing committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Master Association.

8.3 Vice President. The vice-president shall in the absence of or disability of the president exercise the powers and duties of the president. He shall also generally assist the president and exercise such other powers and perform such other duties as shall be prescribed by the directors.

8.4 Secretary. The secretary shall keep the minutes of the proceedings of the directors and the members in a book available for inspection by the directors or members, or their authorized representatives, at any reasonable time. The Master Association shall retain these minutes for a period of not less than seven (7) years. He shall attend to the giving and serving of all notices required by law. He shall have custody of the seal of the Master Association and affix the same to instruments requiring a seal when duly signed. He shall perform all other duties incident to the office of secretary of a Master Association and as may be required by the directors or the president.

8.5 Treasurer. The treasurer shall have custody of all property of the Master Association, including financial records, funds, securities and evidences of the indebtedness. He shall keep the financial records of the Master Association and shall keep the assessment rolls, the accounts of the members, and the books of the Master Association in accordance with generally accepted accounting practices. He shall perform all other duties incident to the office of treasurer.

8.6 Compensation. The compensation of all employees of the Master Association shall be fixed by the directors. This provision shall not preclude the board of directors from employing a director or officer as an employee of the Master Association nor preclude the contracting with a director for the management of the Master Association.

ARTICLE IX **FISCAL MANAGEMENT**

The provisions for fiscal management of the Master Association set forth in the Master

Declaration and the Articles shall be supplemented by the following provisions:

9.1 Assessments.

A. Regular Assessments. The board of directors of the Master Association shall fix and determine from time to time the sum or sums necessary and adequate for the Common Expenses of the Master Association Property. In the absence of a determination by the directors as to the frequency of assessments, assessments shall be due and payable monthly. Common Expenses shall include the expenses for the operation, maintenance, repair or replacement of the Common Property, costs of carrying out the powers and duties of the Master Association, all insurance premiums and expenses relating thereto, including liability insurance, fire insurance and extended coverage, and any other expenses designated as Common Expenses from time to time by the board of directors of the Master Association, or under the provisions of the Master Declaration. Funds for the payment of Common Expenses shall be assessed against the members in the proportions of percentages of sharing Common Expenses, as provided in the Master Declaration. Assessments shall be made against members in an amount not less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The personal liability of a member for assessments shall survive the termination of such member's membership in the Master Association.

B. Special Assessments. Special assessments, should such be required by the board of directors, shall be levied in the same manner as provided for regular assessments, and shall be payable in the manner determined by the board of directors.

C. Delinquency and Default. Assessments for Units shall become due as determined by the board of directors from time to time, and shall be considered delinquent if payment has not been received on or before the fifteenth day after the due date, unless otherwise ordered by the board of directors.

If a Member shall be in default in the payment of any assessment due on his Unit, the Master Association shall have all collection rights under the Master Declaration. If any unpaid share of Common Expenses or assessments is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, the unpaid share of Common Expenses or assessments shall be Common Expenses collectible from all the Owners.

D. Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such an account shall designate the name and address of the members or member, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments.

E. Certificate. Any member shall have the right to require from the Master Association a certificate showing the amount of unpaid assessments against him with respect to his Unit. The holder of a mortgage or other lien shall have the same right as to any Unit upon which he has a lien. Any person other than the Owner who relies upon such certificate shall be protected thereby.

F. Notice for Considering Assessments. Notice of any meeting, whether a meeting of the board of directors or of the members of the Master Association, at which assessments against members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of such assessments.

9.2 Budget.

A. Annual Budget. The board of directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Master Association and estimates of the income of the Master Association. The proposed annual budget of Common Expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. These reserve accounts may be waived annually, or less adequate reserves established by a majority of the total voting interests voting in person or by limited proxy at a duly called meeting of the Master Association. The budget shall include but not be limited to the following items:

1. Common Expense Budget
 - a. Administration of the Master Association.
 - b. Management fees.
 - c. Maintenance.
 - d. Rent for recreational and other commonly used facilities (if applicable).
 - e. Taxes upon Master Association property.
 - f. Taxes upon leased areas (if applicable).
 - g. Insurance.
 - h. Security provisions.
 - i. Operating capital.
 - j. Reserves.
 - k. Fees payable to the Division of Florida Land Sales, Condominiums and Mobile Homes.
 - l. Other expenses.
2. Proposed assessments against each member, together with annual total assessments.

B. Notice of Proposed Budget. Copies of the proposed budget and proposed assessments shall be hand delivered, mailed or electronically transmitted to each member at least fourteen (14) days prior to the board meeting at which the budget is to be considered, together with a notice of the meeting which shall state the time and place of the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by an officer or manager of the Master Association, or other person providing the notice of such meeting, and such affidavit shall be filed among the official records of

the association. The board meeting at which the budget is to be considered shall be held at least thirty (30), but not more than ninety (90) days prior to the fiscal year in which the budget is to take effect. The meeting shall be open to all members. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member.

9.3 Depository. The depository of the Master Association shall be such bank or other institution permitted by applicable law, as shall be designated from time to time by the board of directors and from which the monies in such accounts shall be withdrawn only by checks signed by such persons as are authorized by the board of directors.

9.4 Fidelity Bonds. The board of directors shall obtain fidelity bonding of all officers and directors who control or disburse funds of the Master Association. The amount of such bonds shall be determined in accordance with the Master Declaration. The premiums on such bonds shall be paid by the Master Association as a common expense.

ARTICLE X **PARLIAMENTARY RULES**

Robert's Rules of Order (latest edition) shall govern the conduct of the Master Association proceedings when not in conflict with the Articles and Bylaws or with the statutes of the state of Florida.

ARTICLE XI **AMENDMENTS**

Amendments to the Bylaws shall be proposed and adopted in the following manner:

11.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

11.2 Resolution Approval. An amendment may be proposed by either the board of directors or by the membership of the Master Association. Except as otherwise provided herein, a resolution adopting a proposed amendment must receive approval of not less than two-thirds (2/3rds) of all the directors until the first election of a majority of directors by Owners other than the Declarant. Thereafter, the Bylaws may be amended by not less than two-thirds (2/3rds) of all the directors and by not less than a majority vote of the members of the Master Association at a duly called meeting of the Master Association. Notwithstanding any provision herein to the contrary, should Florida Statutes require Owner approval of an amendment, said statute will prevail.

11.3 Recording. An amendment when adopted shall become effective only after being recorded in the Public Records of Alachua County, Florida.

11.4 Declarant Rights. The Declarant, as long as Declarant owns land within The Properties, reserves and shall have the sole right to amend these Bylaws, if necessary, to make the same consistent with the provisions of the Master Declaration, to meet the requirements of any governmental entity or statute, and as may be in the best interests of the Master Association.

11.5 Drafting Requirements. No bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing bylaws shall contain the full text of the bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through the hyphens. However, if the proposed change is so extensive that this procedure would hinder

rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language "Substantial rewording of Bylaw. See Bylaw.... for present text." Nonmaterial errors or omissions in the bylaw amendment process shall not invalidate an otherwise properly promulgated amendment.

11.5 Conformance with Master Declaration. Any amendments to these Bylaws shall be in accord with the terms and provisions of the Master Declaration which sets forth certain additional voting and approval requirements with respect to certain types of amendments.

ARTICLE XII
SEVERABILITY AND CONFORMITY TO STATE LAW

These Bylaws are to be governed by and construed according to the laws of the State of Florida. If it should appear that any of the provisions hereof are in conflict with the Master Declaration or any rule of law or statutory provision of the state of Florida, then such provisions of these Bylaws shall be deemed inoperative and null and void insofar as they may be in conflict therewith, and shall be deemed modified to conform to the Master Declaration or such rule of law.

ARTICLE XIII
MISCELLANEOUS

13.1 Document Availability. The Master Association shall make available to Members for inspection during normal business hours current copies of the Master Declaration, these Bylaws, the Master Association Articles of Incorporation and other books, records and financial statements of the Master Association. The Master Association shall also make available to prospective purchasers of Units current copies of the above-listed documents as well as the most recent annual financial statement, if such is prepared.

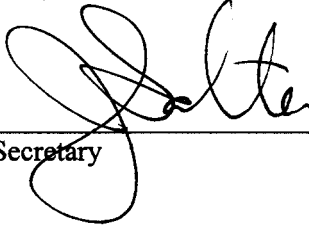
13.2 Mortgagee Notice. Mortgagees shall be afforded all those notice rights more fully set forth in the Declaration. Such notices shall be provided at Master Association cost.

INSTRUMENT # 2327020
47 PGS

CERTIFICATE

The undersigned hereby certifies that he is the duly elected and acting secretary of the Master Association named herein and that the foregoing is a true copy of the Bylaws of said Master Association duly adopted by action of the sole Directors dated February 23, 2007, and hereby further certifies that such Bylaws have not been amended or rescinded and remain in full force and effect at the date hereof.

DATED this 30th day of March, 2007.



Secretary