

**DECLARATION OF RESTRICTIONS AND MAINTENANCE COVENANTS
FOR
STONEGATE**

THIS DECLARATION OF RESTRICTIONS AND MAINTENANCE COVENANTS for STONEGATE is made this 23rd day of November, 1996 by H & S Properties of Gainesville, Inc., hereinafter Developer.

WITNESSETH:

CIRCUIT COURT CLERK
J.K. "Buddy" Irby
ALACHUA COUNTY, FL
Date 12/02/1996 15:46
Document ID 1434365
Book/Page 2090/ 48

WHEREAS, Developer is the owner of the real property described in Exhibit "A" attached hereto and desires to create thereon a residential community with common facilities for the benefit of said community, and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of roadways and other common facilities as may be specifically designated on the plat of STONEGATE, a copy of which is attached hereto as "Exhibit "D"; and, to this end, desires to subject the real property described in Exhibit "A" to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each subsequent owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities of said community, to create an association to which will be delegated and assigned the powers of maintaining and administering the Common Area properties and facilities and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and,

WHEREAS, Developer has incorporated under the laws of the State of Florida, as a nonprofit corporation, STONEGATE OWNERS ASSOCIATION, INC., for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Exhibit "A" is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth, all of which shall be binding upon and enforceable by the Developer, the Association and subsequent owners of Lots, parcels, or units in the property, and which shall run with the land and be binding upon all parties having any right, title or interest in the property described in Exhibit "A" or any part thereof, their heirs, successors, tenants, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

The following words, when used in this Declaration, unless the context shall prohibit, shall have the following meanings:

(A) Association: Association shall mean and refer to STONEGATE OWNERS ASSOCIATION, INC., a Florida Corporation not for profit, the Articles of Incorporation and By-Laws of which are attached hereto as Exhibits "B" and "C". This is the Declaration of Restrictions and Maintenance Covenants for STONEGATE, to which the Articles of Incorporation and By-Laws of the Association make reference.

(B) Articles of Incorporation and By -Laws: The Articles of Incorporation and By- Laws shall mean those of STONEGATE OWNERS ASSOCIATION, INC., a Florida corporation not for profit.

Board: The Board shall mean the Board of Directors for the Association.

(D) Developer: The Developer shall mean and refer to H & S PROPERTIES OF GAINESVILLE, INC., its successors and assigns.

(E) STONEGATE: STONEGATE shall mean and refer to the real property described in Exhibit "A" and such additional real property as may be subjected to this Declaration.

(F) Lot: A lot shall mean an individual parcel as shown on the recorded plat for STONEGATE.

(G) Owner: Owner shall mean and refer to the record fee simple title holder, whether one or more persons or entities, of a Lot, including the Developer.

(H) Common Areas: Common Areas shall mean and refer to the road right of way easements depicted on the Plat of STONEGATE. The Association shall also have ownership rights to certain easements identified as recreational, drainage, and ingress, egress and public utilities easements as depicted in the Plat of STONEGATE, but the Association shall have no ownership rights to the real property encumbered by these easements. The Lots on which said easements are located shall be subject to the rights of all Members of the Association to make use of the easements for the benefit intended.

(I) Declaration: Declaration shall mean this Declaration of Restrictions and Maintenance Covenants, including such amendments as from time to time shall be made.

(J) Plat: Plat shall refer to the recorded plat of STONEGATE as set forth in the Official Records of Alachua County, Florida, a copy of which is attached hereto as Exhibit "D".

ARTICLE II COMMON AREAS

Section 1. Areas designated as Common Areas: The entrance way and road right-of-ways are hereby designated as the common areas of the Association. Although the Association shall have no ownership rights in any of the real property designated as Lots on the Plat of STONEGATE, said Association shall own easements intended to be for the benefit of all Lot owners as herein provided. The Association and the Owners shall own private ingress and egress easements which are forty (40) feet in width and sixty (60) feet in width and which are depicted as private roadways on the Plat of STONEGATE. In addition, the Association and Owners shall own the recreational and public utilities easements as depicted on the Plat of STONEGATE.

Section 2. Owner's Ownership Subject to Easements of Use and Enjoyment: Every Owner and member of the Association shall have a perpetual easement of ingress and egress over the Common Areas referred to above, and the recreational easements as set forth in the Plat of STONEGATE, These rights. These rights shall be appurtenant and shall pass with the title to every Lot, subject to the following:

(A) All provisions of this Declaration, the Plat of STONEGATE, and the Articles and By-Laws of the Association; and

(B) Rules and Regulations governing use and enjoyment of the Common Areas adopted by the Board from time to time.

Section 3. Liability for Damages: Each Owner shall be liable for any and all damage to the Common Areas, which shall be caused by the negligence of said Owner, his lessees, guests or invitees, and to the extent that such damage is not covered by insurance proceeds from any policy maintained by the Association or the Owner, such Owner shall be assessed for the cost of repairs, which shall be collectible and enforceable as in the case of other assessments levied by the Association. Each Owner shall promptly pay when due all repair bills and/or utility bills which may be a separate lien or charge against his Lot.

Section 4. Maintenance: The Developer and Owners agree that no agency of government will be requested to assume maintenance of the Common Areas; further, if for any reason it should become necessary that a public agency maintain such areas or otherwise expend public funds, such costs shall be due and payable by individual property Owners, and, if unpaid, shall become liens on the Lots. The

Association shall be responsible for maintenance and repair of all easements referred to above as well as all retention areas located within the Subdivision.

**ARTICLE III
EASEMENTS**

Section 1. Reservation for Future Development: Developer, for himself, his successors, grantees, and assigns, specifically reserves and retains an express easement over those portions of the Common Areas that are used for roads, horse and pedestrian trails. In the event the Developer, or his assigns, shall develop adjoining property, this reservation shall include the right to provide access to said roads, horse and pedestrian trails by the Owners of such adjoining land. In such event, Developer or his assigns shall cause to be placed of public record a Declaration of Restrictions and Maintenance Covenants for such newly developed lands which creates the prorata responsibility of the Owner of the Lots in such new development to use and maintain the roads, horse and pedestrian trails in a manner similar to that described herein.

Section 2. Management Easement: The Association shall have an easement for access to all Lots and the Common Areas in order to fulfill its obligations and duties as set forth in this Declaration.

Section 3. Utilities Easement: Easements are hereby reserved to the Developer and the Association to all Lots and the Common Areas as may be required in order to furnish utility service to STONEGATE and any adjoining property which is subsequently annexed to the subdivision for the reasons set forth in Article III, Section I above.

**ARTICLE IV
OWNERS ASSOCIATION**

Section 1. Creation: Developer has caused to be incorporated, Pursuant to Florida Statutes, a corporation not for profit to be known as STONEGATE OWNERS ASSOCIATION, INC., in accordance with the Articles of Incorporation, a copy of which is annexed hereto as Exhibit "B", and made a part hereof by reference. The Articles of Incorporation of said Association, and its By-Laws, a copy of which is annexed hereto as Exhibit "C", are hereby made a part hereof by reference.

Section 2. Promulgation of Rules: The Board shall have the right from time to time to adopt and promulgate rules and regulations pertaining to the use of the property comprising STONEGATE. Such Rules and Regulations of the Association shall be binding on all Owners.

Section 3. Membership: Every Owner, including Developer, of any Lot shall automatically be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member. Such membership shall continue for so long as such ownership continues, and shall automatically terminate when such persons or entity no longer owns such interest.

Section 4. Voting Rights: Each member shall have voting rights as set forth in the Articles of Incorporation.

**ARTICLE V
COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligations of the Assessments: Developer hereby covenants, and each Owner of any Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance), including any purchaser at a judicial sale, shall hereafter be deemed and covenant and agree to pay to the Association:

- (A) Any annual assessment or charges,
- (B) Any special assessments for capital improvements or major repair; and
- (C) General maintenance assessments (as set forth hereafter).

Such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the date that is 30 days after any due date at the highest legal rate of interest thereon and cost of collection thereof, including attorneys' fees, shall be charge on the land and shall be continuing lien upon the Lot against which each such assessment is made. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of a Lot or Lots.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents of STONEGATE, and in particular, for the improvement and maintenance of the Common Areas, entrance way, roadways, recreational easements, drainage easements, retention areas and ingress, egress and public utilities easements. These costs shall include but not be limited to, the cost of taxes, insurance, labor, equipment and materials maintaining the entrance to construct, improve or maintain the entrance, platted roadway, roadways located on ingress, egress and public utilities easements, a security gate and related systems and any other activity undertaken by the Association from time to time.

Section 3. Annual Assessments: The annual assessments, including funds for special improvement projects and for capital improvements, shall be determined by the Board. Each Owner shall pay their prorata share of the annual assessments based on the number of votes assigned to each Lot, divided by the total number of votes in the Association. During the period of time that the Developer maintains control of the Association as provided for under the Articles, each Owner's prorata share shall be calculated by assigning one vote to each Lot owned by the Developer. The assessments shall be payable quarterly, biannually, or annually, in advance, in accordance with the projected financial needs of the Association. The initial annual assessment during the first fiscal year of existence of the Association shall be Five Hundred and 00/100 dollars (\$500.00) per Lot.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 4. The Developer , on the 19th day of November 1996 at Official Plat Book T , Page 9 of the Public Records of Alachua County, Florida did record the plat to service the Lot Owners of STONEGATE. As of the date of recordation, the Association has assumed the responsibility to maintain and repair the entranceway, roadway, ingress, egress and utilities easements, recreation easements, drainage easements and retention areas, utilizing its general and special assessment powers to defer the expenses thereof.

Section 5. Duties of the Board of Directors: The Board shall fix the amount of the assessment against each Lot at least thirty (30) days in advance of each fiscal year and shall, at that time, prepare a roster of the properties and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6. Effect of Non-Payment of Assessment-Lien: Remedies of the Association: If the assessment is not paid within thirty (30) days after the date due, the assessment shall bear interest from the date of delinquency at the highest legal rate of interest, and the Association may bring an action to foreclosure the lien against the property, in like manner as a foreclosure of a mortgage on real property, and there shall be added to the amount of such assessment the cost of preparing and filing any pleading in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, a reasonable attorney's fee to be fixed by the Court, together with costs of the action. Although no public authority is called upon to maintain the streets or roads lying within STONEGATE, such funds shall constitute a lien and shall be due and payable from the Association and the individual property Owners to the same extent as an assessment for such purposes made by the Association.

Section 7. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide mortgage or mortgages (except from buyer to seller of Lot) now or hereafter placed upon the Lot subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to a final judgment of foreclosure, or any other proceeding in lieu of foreclosure. No sale or transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

ARTICLE VI

MAINTENANCE

Section 1. Road Right of Way Easements, Recreation Areas, and Retention Areas: The Association shall be responsible for maintenance of the Common Areas, ingress, egress and utilities easements, recreational easements, drainage easements and for maintenance (including clearing, mowing, tree trimming, or removal) of the drainage areas that may be required by any local governmental authority having jurisdiction. It is also responsible for the maintenance of the entrance to STONEGATE including irrigation, lighting and security devices and for maintenance of the recreation easements. Fence maintenance shall be the responsibility of the Lot Owner.

Section 2. Landscaped Areas: All landscape and vegetation areas contained on Lots shall be maintained by the Lot Owner in a live, healthy and growing condition, properly watered and trimmed. Any planting of grass, shrubs or trees, which become dead or badly damaged shall be replaced with similar sound, healthy plant materials. All trees and shrubs shall be kept trimmed. The Association shall be responsible to maintain all landscape and vegetation areas located within the Common Areas, ingress, egress and utilities easements, recreational easements and drainage easements in a similar fashion.

Section 3. General Maintenance: The Association may provide general maintenance upon any Lot which is deemed by the Association to be in need of clearing, mowing, tree trimming or removal, or other general maintenance or landscaping. Prior to the Association taking such action as hereinabove set forth, the Association shall notify the Owner in writing at his last known address, stating what action needs to be taken by the Owner and, if after fifteen (15) days, such action is not taken by the Owner, the Association may, at its option, provide the necessary maintenance.

Section 4. Assessment of Costs: The costs of maintenance undertaken by the Association pursuant to Section 3 above shall be assessed against the Owner of the Lot deemed to be in need of such maintenance. In the event the assessment is not paid within sixty (60) days from the date payment is requested, the Board may proceed to lien the Lot pursuant to Article V, Section 6. In addition, the Board may treat such assessment, until paid, as a general expense of the Association, to be assessed against all Lots.

ARTICLE VII

ARCHITECTURAL COMMITTEE

For the purpose of insuring the development of STONEGATE as a residential area of high standards, no building improvement, entrance, driveway or other improvement shall be allowed to be erected, placed or altered until a construction plan and specifications have been approved in writing by an Architectural Committee, as to the quality of workmanship and materials to be used, harmony of the exterior design with existing structures and as to the location with respect to the other Lots. The Architectural Committee shall be a permanent committee of the Association and shall initially have two (2) members, who shall be HOWARD HODOR AND JIM SHAW, and whose replacements shall continue to be designated by Developer, until such time as the Developer retains title to no Lot, or voluntarily relinquishes control, whichever shall first occur. At such time as the Developer no longer appoints members of the Architectural Committee, such members shall be selected by the Board of Directors of the Association. At its discretion, Committee members may designate one of their Members to act as the chairperson for the Committee. The Architectural Committee shall have thirty (30) days after receiving appropriate plans and specifications to approve or disapprove same, and a

failure to render a finding or object to improper documentation within that time period shall be deemed an approval of the plans and specifications as submitted and this covenant shall be deemed to have been fully complied with. In the event a residence or other improvement has been erected or its construction substantially advanced in violation of the terms of this covenant, the Association shall have the right to redress in a Court of competent jurisdiction, including the right of injunction and/or damages incurred by the Association to correct the violation, and the Owner shall be responsible for all Court costs and attorney's fees incurred by the Association in such action. In the event a violation occurs which in the opinion of the Committee is of a minor or insubstantial nature, it may release the Lot or portions thereof from the application of the covenants and restrictions set forth herein, but such a finding must be agreed to unanimously by the members of the Architectural Committee.

ARTICLE VIII

GENERAL BUILDING RESTRICTIONS

Section 1. Single Family Structures Only: The Property shall be used for residential and agricultural purposes only. No building shall be erected, placed, or permitted to remain on any portion of the Property other than single family dwellings, not to exceed three stories in height, plus a private garage for not less than two vehicles. There may be incorporated in or attached to any such dwelling a garage and storage, laundry, or servants' rooms when such servants' rooms are only for use in connection with and to serve the single family unit. Servants' quarters must be attached to the main residence and may not be erected prior to the construction of the main residence. No detached buildings or other structures of any kind shall be erected, altered, placed or permitted to remain on any Lot other than a swimming pool, tennis court, cabana, or other structure used solely as an auxiliary appurtenance to a swimming pool or tennis court or as is otherwise herein provided. Appropriate stalls, barns, woodworking shops and hobby shops may be built as detached buildings if they are approved by the Architectural Committee as hereinafter defined, or its successors and meet all setback requirements. Barns may be constructed in such a manner as to house farm equipment and machinery and recreational vehicles, but shall contain no more than one (1) horse stall per every 1 3/4 acres contained within a Lot. A guest house may be constructed subject to Architectural Committee approval after the main residence is completed. The guest house shall only be used as temporary housing for guests. The same guests may not occupy the guest house for more than four (4) months during any seven (7) month period. The guest house may not be rented at any time.

Section 2. Garages, Accessory Buildings, and Driveways: No garage door may face a street, unless the Architectural Committee waives this restriction. Each home must contain a garage capable of storing at least two (2) cars. Two accessory buildings (pool house, workshop, etc.) will be allowed per Lot and said accessory buildings are subject to prior Architectural Committee approval. Horse stables are subject to Architectural Committee approval and may deviate in architectural style from the main residential home. Any gateway or entrance way erected at the intersection of a Common Area and a private drive shall be designed to match the architectural design of the main residential home, and the plans for such gateways or entrance ways shall be submitted to the Architectural Committee.

Section 3. Square Footage: No dwellings shall be constructed on any Lot in the subdivision which shall contain less than 2200 square feet of living area, excluding un-air conditioned porches and garages. In the case of a two story dwelling, the first floor shall be a minimum of 1500 square feet in area, excluding un-air conditioned porches and garages.

Section 4. Construction:

(A) Any Construction commenced on any Lot shall be completed within ten (10) months from the date of first delivery of any construction materials to the site.

(B) No building shall be located on any Lot in violation of the setback and easement lines indicated on the recorded plat of the subdivision.

(C) All residences shall be constructed of either wood, brick, or stucco finish or approved siding and shall not be comprised of exposed concrete block. The term "Wood" shall not include or refer to T-111 material.

(D) Fencing of the individual Lots must conform to the fencing standards developed by the Architectural Committee and set forth in the Rules and Regulations adopted and amended by Association from time to time. All road frontage shall be fenced with black, four-board horse fencing. Fencing on the side Lot lines and rear Lot line, as well as fencing which traverses a Lot in any area visible to the common roadways, shall be black, four-board horse fencing or field wire fence. The use of a black two inch by six inch along the top of the field wire is strongly encouraged. Chainlink fencing is strongly discouraged and will be considered only when it is to be located to the rear of a house and when it is screened from view by other Lot Owners and by the common roadways by the use of vegetation and/or landscaping. All fencing, including fences to enclose any pool or yard, as well as the road frontage, rear and side Lot fencing referred to above, shall be submitted to the Architectural Committee for approval prior to the commencement of installation.

(E) Easements are reserved for utility installation and maintenance or recreational purposes and no permanent or temporary structure of any kind shall be erected in the area of an easement.

(F) All construction of any permanent improvements must comply with federal, state or local government laws, regulations or requirements and to the requirements of the Suwannee Water Management District.

Section 5. Variances: Provided that a noncompliance shall not violate any setback lines or other requirements established by the Plat of STONEGATE, and further provided that such noncompliance shall not violate any county ordinances and building codes as amended from time to time, an Owner may obtain a variance from compliance with any of the architectural provisions set forth above by application and approval of a variance in the manner set forth herein. An application shall be submitted to the Architectural Committee together with appropriate plans, documents and other written explanation of the necessity for a variance, together with such application fee and other requirements as may be established by the Committee from time to time. Such variance shall require approval in writing by the Architectural Committee as well as approval by resolution of the Board of Directors of the Association. The granting of a variance shall not operate to waive any other terms and provisions of this Declaration nor be utilized for any purpose except as to the particular parcel and the particular provision covered by the variance request. A document illustrating variance approval shall be executed by the president of the Association as well as a representative of the Architectural Committee and shall be furnished to the Owner in recordable form.

ARTICLE IX

LAND USE AND RESTRICTIONS

Section 1. Exclusion for Business Purposes: No trade, business, service, or manufacture shall be conducted on any of the Lots in this subdivision or shall any building be erected thereon to be used in such purpose, provided, however, that a home office shall be allowed conditioned upon the requirement that it shall not generate more than six (6) visits per day by individuals who are not related to the Owner or members of the Owner's immediate family. In no event shall this provision be entitled to allow the maintenance of a home office if same is in violation of any ordinance of Alachua County.

Section 2. Nuisance: No activity shall be conducted on any Lots which may be or become an annoyance or nuisance to the remaining occupants of STONEGATE.

Section 3. Signs: No signs of any character shall be displayed or placed on any part of the property of any Lot except for "For Rent" or "For Sale" signs, referring only to the premises on which displayed and not to exceed six (6) square feet and one sign to a Lot.

Section 4. Noise: Residents shall exercise extreme care about making noise or using musical instruments, radios, televisions and amplifiers, and shall not make or permit any noises that will disturb or annoy the occupants of any dwelling or do or permit anything to be done which will infringe on the rights, comfort or convenience of other Owners.

Section 5. Maintenance: All Lots in the subdivision shall be kept in a good and reasonable state of repair and appearance, as comparable to similar subdivisions in the surrounding area and no waste or damage to the premises shall be allowed to continue unremoved or unrepaired. Any Lot Owner shall

have fifteen (15) days from the date of written notice from the Board of Directors or the Architectural Committee as to a lack of maintenance and if reasonable steps are not taken within that time period to correct the condition, the Association shall be entitled to undertake corrective measures with the reasonable cost thereof to be an obligation of the Lot Owner in accordance with the Assessment and Lien Procedure set forth elsewhere herein.

Section 6. Animals: The Owner(s) of any Lot may keep and maintain upon his property normal household pets with a maximum of three (3) dogs and three (3) cats as permanent pets. However, no livestock or poultry or other farm animals of any kind except horses and cows as hereinafter stated, may be placed on any Lot without prior approval of the Board. An Owner may keep any combination of horses and cows without prior approval of the Board which, in the aggregate, do not exceed one (1) such horse per each full acre of land located within such Lot and one (1) such cow per 1 3/4 acres of land.

Section 7. Vehicles: Only one (1) utility trailer, horse trailer, or travel trailer, or the like shall be parked or maintained on a Lot unless any of such vehicles in excess of one are enclosed within a garage. Any item so stored shall be maintained in an area so as to restrict visibility from any street or adjoining Lots. No repairs to vehicles may be performed except in an enclosed garage or workshop.

Section 8. Antenna/Small Satellite Dish: Each Lot shall be entitled to maintain one (1) exterior satellite dish with a radius not to exceed 18", provided that the location thereof shall be placed so as to provide minimum visibility and exposure to the street, vehicular traffic and neighbors. In addition, one radio and television antenna shall be permitted per Lot, with the condition that the placement thereof shall be in accordance with the specifications referred to above for satellite dishes.

Section 9. Further Subdivision: No Lot shall be divided so as to create additional Lots,

Section 10. Motor Vehicles: Motorized vehicles may be used only in a manner so as not to create a nuisance to other occupants of STONEGATE. Motorized vehicles are not permitted in the portion of the Common Areas to be used as horse and pedestrian trails.

Section 11. Trash and Garbage: No accumulation of trash shall be allowed. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. Garbage cans shall be screened by fencing or landscaping so that they are not visible from other homes or the street. Containers shall be moved to the street on the morning of trash collection and returned to the storage area that same evening.

Section 12. Mailboxes: Mailboxes and mailbox stands shall be standard as set forth in the rules and regulations established by the Architectural Committee, as amended from time to time.

Section 13. Tree Removal Restrictions: Each Owner acknowledges that it is the intent of this Declaration and the Developer that the natural rural and pastoral atmosphere of the subdivision with numerous trees shall be encouraged and maintained to the greatest degree possible. Therefore, trees having a diameter of ten (10) inches or more (measure four (4) feet from the ground level) may not be removed without the prior approval of the Architectural Committee.

Section 14. Clothes Drying Areas: No clothing, laundry or wash shall be aired or dried on any portion of a Lot exposed to view from any other Lot or from any portion of the street.

Section 15. Speed Limit: The speed limit on the streets in the subdivision is 25 miles per hour. The Association shall have the right to impose fines against Owners, their guests or members of their family for a violation of this restriction, provided that before imposition of any fine the Association adopt appropriate By-Laws setting forth amounts for any fines, notice requirements, the right to be heard, and such other due process requirements as may be adopted by the Association and authorized by the Statutes of the State of Florida.

Section 16. Security: The Board of Directors shall promulgate rules and regulations regarding operation of the security gate of STONEGATE which shall be binding on all Owners.

ARTICLE X
GENERAL PROVISIONS

Section 1. Durations:

(A) These covenants are to run with the land and shall be binding upon all persons claiming under the Owners and all persons owning or residing on any Lot and shall be binding for a period of thirty (30) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then Owners of the Lots it is agreed to change or revoke said covenants in whole or in part.

(B) Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 2. Notices: Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, prepaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement: In the event of violation or attempted violation of any one or more of these restrictions and maintenance covenants, the Association, acting through its Board of Directors, and the Owner or Owners of any Lot, acting either individually or collectively, shall have the right through action at law to enjoin such actual or threatened violation and to seek and recover damages therefor including reasonable attorney's fees and court costs.

Section 4. Severability: Failure to enforce any violation of these restrictions and maintenance covenants in one or more instances shall not in any manner be construed as a waiver of such provisions as to any other invalidation of such provision shall not constitute an invalidation of any other provision.

Section 5. Amendment: This Declaration may be amended by Developer as long as it owns any property subject to this Declaration. Thereafter, this Declaration may be amended by a 2/3 majority vote of the Association at any annual or special meeting thereof, provided that at least ten days' advance notice of such meeting be given to all Owners and that said notice specify the amendment intended to be voted upon.

Section 6. Effective Date: This Declaration shall become effective upon recordation of this Declaration in the Public Records of Alachua County, Florida.

Section 7. Notice of Non-Dedication: STONEGATE contains private streets or road rights of way which have not been dedicated to, nor accepted by, the City of Alachua and the maintenance of such private streets or road rights of way shall not be the responsibility of the City of Alachua.

Section 8. Insurance and Casualty Damage: All Owners shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance in an amount acceptable to the Association and with coverage adequate to cover the full replacement cost of any repair or reconstruction work on Owner's property. The Association shall have the right, from time to time, to demand proof of insurance coverage. In the event of damage or destruction by fire or other casualty to any real property of the Owner, the Owner shall, upon receipt of insurance proceeds, repair or rebuild such damage or destroyed portions of the exterior of the property in a good workmanlike manner substantially the same as the original plans and specifications of said property. If the Owner refuses or fails to institute repair or replacement within ninety (90) days from the date on which insurance proceeds are received, after fifteen (15) days advance written notice given to the Owner at the last known address, the Association may institute such repair or rebuilding and the Owner shall be obligated to reimburse the Association for the amount actually expended for such repairs or reconstruction, and the Association shall have a lien securing payment in the manner provided for herein for assessments.

IN WITNESS WHEREOF, H & S PROPERTIES OF GAINESVILLE, INC., has hereunto set forth their hand and seal on the day and year first above written.

Signed, sealed and delivered
in our presence as witnesses:

Rosemarie E. Quintero
Witness ROSEMARIE E. QUINTERO

Deborah S. Dukes
Witness DEBORA S. DUKES

J. W. Shaw
H & S PROPERTIES OF GAINESVILLE, INC.
By: JAMES W. SHAW
Title: President

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 25 day of November, 1996, by James W. Shaw, Manager/President, X who is personally known to me or _____ who provided _____ as personal identification.

Deborah S. Dukes
Notary Public
Commission Number:



Deborah S. Dukes
MY COMMISSION # CC575592 EXPIRES
August 11, 2000
BONDED THRU TROY FAIN INSURANCE, INC.

PARCEL I:

A parcel of land in Fractional Section 35, Township 8 South, Range 18 East, Alachua County, Florida described as follows: Commence at the southwest corner of the Northwest 1/4 of Fractional Section 35, Township 8 South, Range 18 East, and run thence North 01 degrees, 42 minutes, 04 seconds West, along the West boundary of said Section a distance of 247.15 feet; thence South 89 degrees, 43 minutes, 54 seconds East, a distance of 40.02 feet to the Easterly right of way of County Road 241 and the Point of Beginning; thence continue South 89 degrees, 43 minutes, 54 seconds East, a distance of 356.97 feet; thence South 00 degrees, 16 minutes, 06 seconds West, a distance of 247.00 feet to the South line of said Northwest 1/4; thence South 89 degrees, 43 minutes, 54 seconds East, along said South line a distance of 927.36 feet to the Southeast corner of the Southwest 1/4 of Northwest 1/4 of said Section 35; thence North 01 degrees, 34 minutes, 27 seconds West, along the East boundary of said Southwest 1/4 of Northwest 1/4, 43.45 feet to the Southwesterly right of way line of State Road No. 93 (Interstate No. 75); thence North 44 degrees, 48 minutes, 07 seconds West, along said Southwesterly right of way line 575.96 feet to a rebar found at the Southeasterly corner of a parcel acquired by the Florida Department of Transportation according to a Deed recorded in Official Records Book 1568, page 968 of the Public Records of Alachua County, Florida; thence North 89 degrees, 44 minutes, 49 seconds West, along the South boundary of said parcel 882.15 feet to said East right of way line of County Road No. 241; thence South 01 degrees, 42 minutes, 04 seconds East, along said East right of way line 203.07 feet to the Point of Beginning.

PARCEL II:

Lot Ten (10), lying West of the right of way for State Road 93, and the West 1/2 of Lot Thirteen (13), and that part of Lot Eleven (11), lying East of the public road leading from Alachua to the Newberry Gainesville road; all of said lands lying and being in Section 35, Township 8 South, Range 18 East; being part of the John Haile Estate, as per plat recorded in Plat Book "A", page 56 of the Public Records of Alachua County, Florida.

PARCEL III:

The East 1/2 of Lot Thirteen (13) and that portion of lot Fourteen (14), lying South and West of I-75 as contained in Section 35, Township 8 South, Range 18 East, of Alachua County, Florida; a portion of SAN FELASCO PLANTATION, as per plat thereof recorded in Plat Book "A", page 56 of the Public Records of Alachua County, Florida.

PARCEL IV:

That part of Lot Nine (9), of John Haile Estate as per plat thereof recorded in Plat Book "A", page 56 of the Public Records of Alachua County, Florida, lying in Fractional Section 35, Township 8 South, Range 18 East, lying South of State Road No. 93 (Interstate No. 75), as shown by Chance, Eng. & Denman, Inc., Survey Proj. No. 87-113 dated September 1, 1987.

PARCEL V:

Commence at the Northwest corner of Fractional Section 2, Township 9 South, Range 18 East outside the Arredondo Grant and run South 89 degrees, 16 minutes, 03 seconds East along the North line of said Fractional Section 2, a distance of 30.91 feet to a P.R.M. cap, said P.R.M. cap lying on the Easterly right of way line of State Road #241 (80 foot right of way); thence continue South 89 degrees, 16 minutes, 03 seconds East along said North line a distance of 834.58 feet to the Point of Beginning; run thence South 89 degrees, 16 minutes, 03 seconds East along said North line a distance of 2950.18 feet to a concrete monument, said concrete monument lying on the Westerly

right of way line of State Road #93 (also known as Interstate #75), said Westerly right of way line being a curve concave Westerly, said curve having a radius of 14,217.94 feet, a central angle of 05 degrees, 04 minutes, 56 seconds and a chord bearing and distance of South 34 degrees, 56 minutes, 07 seconds East, 1260.75 feet, respectively, thence run Southeasterly along said right of way line and with said curve an arc distance of 1261.15 feet to a concrete monument; thence run North 89 degrees, 16 minutes, 03 seconds West parallel with the aforementioned North line of Fractional Section 2 a distance of 4766.77 feet to a concrete monument, said concrete monument lying on the aforementioned Easterly right of way line of State Road #241; thence run North 24 degrees, 59 minutes, 59 seconds East along said Easterly right of way line a distance of 6.16 feet to a concrete monument and a curve concave Westerly, said curve having a radius of 2800.87 feet, a central angle of 21 degrees, 33 minutes, 20 seconds, and a chord bearing and distance of North 14 degrees, 13 minutes, 19 seconds East, 1047.53 feet, respectively; thence run Northeasterly along said Easterly right of way line and with said curve an arc distance of 293.54 feet to a concrete monument on the aforementioned Easterly right of way line of State Road #241; run thence South 89 degrees, 16 minutes, 03 seconds East a distance of 972.52 feet; run thence North 00 degrees, 43 minutes, 57 seconds East, 745.20 feet to the Point of Beginning.

EXHIBIT "B"

FILED
96 NOV 26 PM 3: 36
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF

STONEGATE OWNERS ASSOCIATION, INC.

(A Corporation Not for Profit)

By these Articles of Incorporation, the undersigned Subscribers form a corporation not for profit in accordance with Chapter 617, Florida Statutes, and pursuant to the following provisions ("These Articles");

ARTICLE I

NAME

The name of this Corporation shall be STONEGATE OWNERS ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as the "Association."

ARTICLE II

DURATION

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

ARTICLE III

DEFINITIONS

The following words shall have the definitions set forth below for the purposes of these Articles:

3.1 "Association" shall mean and refer to STONEGATE OWNERS ASSOCIATION, INC., a Florida corporation not for profit, or its successors or assigns.

3.2 "By-Laws" shall mean the By-Laws adopted by the Board of Directors and as amended from time to time.

3.3 "Common Areas" shall mean and refer to the platted road rights-of-way and entrance way, title or control to which shall be vested in the Association and shall include all real property and any improvements located thereon and all personal property, from time to time, owned by, controlled by or intended to be devoted to the use and enjoyment of all Members of the Association and maintained by the Association as common expense. The

Association shall also have ownership rights to the recreational easements, drainage easements, and ingress, egress and public utilities easements, if any, as depicted on the Plat of STONEGATE. The lots on which said easements are located shall be subject to the rights of all Members of the Association to make use of those easements for the benefit intended.

3.4 "The Declarant" shall mean and refer to **H & S Properties of Gainesville, Inc.**, and its successors and assigns, except that such successors and assigns shall not have any rights or obligations of the Declarant under the Declaration 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.

3.5 "Declaration" shall mean the Declaration of Restrictions and Maintenance Covenants as recorded in the Public Records of Alachua County, Florida, for STONEGATE.

3.6 "Lot" shall mean and refer to an individual parcel of property as shown on the site plan for STONEGATE.

3.7 "The Property" shall mean and refer to the real property described in Exhibit "A" of the Declaration.

3.8 "Owner" shall mean and include the Owner of any Lot.

3.9 "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article VII of these Articles of Incorporation.

ARTICLE IV

PRINCIPAL OFFICE

The principal office of the Association in the State of Florida is located at 2700-D N.W. 43rd Street, Gainesville, FL 32606. The Board of Directors may from time to time move the principal office to any other address in the State of Florida.

ARTICLE V

REGISTERED OFFICE AND AGENT

James W. Shaw, whose address is 2700-D N.W. 43rd Street, Gainesville, Florida 32606, is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

ARTICLE VI

PURPOSE AND POWERS OF THE ASSOCIATION

The Association is formed to provide for, among other things, the improvement, maintenance, operation, care, preservation, and architectural control of The Property and Common Area, ingress, egress and public utilities easements, recreational easements, drainage easements, including but without limitation, lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetlands and wetland mitigation areas which are owned or controlled by the Association or the Owners in common and to promote the recreation, health, safety and welfare of the Owners. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the By-Laws, or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, these Articles and the By-Laws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of the Property and Common Area within its jurisdiction. These powers shall include but not be limited to the following:

- (a) To fix, make, and collect assessments against Owners as set forth in the Declaration;
- (b) To borrow money for the benefit of the Association;
- (c) To use and expand the proceeds of assessments and borrowings in a manner consistent with the purpose for which this Association is formed to pay debts and obligations of the Association;
- (d) Review plans and specifications for proposed improvements as set forth in Article VII of the Declaration;
- (e) To maintain, repair, replace, operate and care for real and personal property, including but without limitation, the entrance to The Property, the security gate and related systems, all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetlands and wetland mitigation

areas which are owned by or controlled by the Association or the Owners in common in a manner consistent with the permit issued by the Suwannee River Water Management District and the operation and maintenance plan attached thereto;

(f) To purchase and maintain insurance in amounts determined by the Board of Directors of the Association;

(g) To make, amend, impose and enforce by any lawful means, reasonable rules and regulations of the use of the common areas and association property;

(h) To contract for services with others;

(i) To do and perform anything required by these Articles, the By-Laws or the Declaration to be done by the Owner, but if not done by the Owner in a timely manner, at the expense of the Owner, as provided for in Article VI of the Declaration;

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

The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, Directors or Officers.

ARTICLE VII

MEMBERSHIP

Each Owner, including the Declarant, shall be a member of the Association as provided in the Declaration. The Association membership of each Owner shall be appurtenant to the Lot giving rise to such membership, and shall not be transferred except upon the transfer of title to said Lot, and then only to the transferee of said title thereto. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

ARTICLE VIII

VOTING RIGHTS

8.1 Voting Rights. The Association shall have two (2) classes of voting membership:

a. Class "A". Class "A" Members shall be all Owners of Lots with the exception of the Declarant. Each Class "A" Member shall be entitled on all issues to one (1) vote for each

Lot it owns on which no residence is built and two (2) votes for each Lot it owns on which a completed residence has been built.

b. Class "B". The Class "B" Members shall be the Declarant and any successor of the Declarant who takes title to and to whom Declarant assigns in writing one or more of the Class "B" votes. Upon the execution of this Declaration, the Class "B" Members shall be entitled to forty-six (46) votes. Thereafter, the number of Class "B" votes shall be reduced by two (2) votes each time a Lot is conveyed from Declarant to an Owner. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

- (1) When the total outstanding Class "A" votes in the association equal the total outstanding Class "B" votes; or
- (2) Eight (8) years from the date of recording of the Declaration; or
- (3) When, in its discretion, the Declarant so determines; or
- (4) When Declarant no longer owns any portion of the Property.

From and after the happening of any one of these events, the Declarant shall call a meeting as provided in the By-Laws for special meetings to advise the Association membership of the termination of the Class "B" status. In addition, the Declarant, prior to relinquishing control of the Association or otherwise allowing control to transfer to the Directors of the Association through the termination of Class "B" membership, shall provide at least 30 days written notice to the Suwannee River Water Management District that all terms and conditions placed upon the Declarant by permits or authorizations from the Suwannee River Water Management District have been satisfied in full and that transfer is proposed to occur on a specific date.

The Class "B" Members shall cast on all issues their votes as they among themselves determine. It shall be permitted for the Declarant to retain and cast all Class "B" votes.

8.2 Multiple Owners. Each vote in the Association must be cast by a single vote, and fractional votes shall not be allowed unless in a Class "B" vote. In the event that joint or multiple 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 Lot, it shall thereafter be conclusively

presumed by the Association for all purposes that he/she was, or they were, acting with the authority and consent of all the Owners thereof.

ARTICLE IX

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of not less than three (3), nor more than five (5), Directors who need not be Members. The initial board shall be comprised of three (3) persons. Anything in these Articles to the contrary notwithstanding, until such time as the Declarant has conveyed to purchasers not affiliated with the Declarant all Lots, or at such earlier date as may be selected by the Declarant, the Declarant shall be entitled to designate the Board of Directors of the Association. The names and addresses of persons who are to act in the capacity of Director until appointment or election of their successors pursuant to these Articles are:

<u>Name</u>	<u>Address</u>
Howard Hodor	2700-D N.W. 43rd St. Gainesville, FL 32606
James W. Shaw	2700-D N.W. 43rd St. Gainesville, FL 32606
Charles I. Holden, Jr.	2700-C N.W. 43rd St. Gainesville, FL 32606

Once the Declarant relinquishes its right to appoint the Board of Directors, the Members shall elect the Directors for staggered terms of two (2) years each. The initial elected Directors shall randomly be divided into two (2) categories, one category comprising one (1) newly elected Director who shall serve for an initial term of one (1) year, and the secondary category comprising the remaining newly elected Directors who shall serve for an initial term of two (2) years. All Directors elected after the initial Directors shall serve for terms of two years each. In the event that the number of Directors comprising the Board of Directors shall exceed three (3), such change in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of Directors whose terms expire in any given year. The Directors shall be required to be either (1) members of the Association, or (2) Officers, Directors, representatives or employees of the Declarant or a corporate member of the Association.

ARTICLE X

MANAGEMENT OF CORPORATE AFFAIRS

(A) The affairs of the Association shall be administered by the Officers designated in the By-Laws. The Officers shall be elected by the Board of Directors at the first meeting, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors as follows:

Office	Name	Address
President	Howard Hodor	2700-D N.W. 43rd St. Gainesville, FL 32606
Vice-President	James W. Shaw	2700-D N.W. 43rd St. Gainesville, FL 32606
Secretary/Treasurer	James W. Shaw	2700-D N.W. 43rd St. Gainesville, FL 32606

(B) "Control by Developer": Notwithstanding the other provisions contained in these Articles to the contrary, **H & S Properties of Gainesville, Inc.** shall control the affairs and operations of the Association as they relate to STONEGATE until such time as the Developer no longer retains title to any lots in the subdivision. Prior to relinquishing control of STONEGATE, the Developer shall provide at least 30 days written notice to the Suwannee River Water Management District that all terms and conditions placed upon the developer by permits or authorizations from the Suwannee River Water Management District have been satisfied in full and that transfer is proposed to occur on a specific date.

ARTICLE XI

INDEMNIFICATION

11.1 Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or Officer of the Association, or having served at the Association's request as a Director or Officer of any other corporation, whether or not he is a Director or Officer at

the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such Director or Officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and exclusive of all other rights to which such Director or Officer may be entitled.

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

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

ARTICLE XII

By-Laws

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE XIII

AMENDMENTS

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

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

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

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

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

13.5 Agreement: If all of the Directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though subsections 13.1 through 13.3 had been satisfied.

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

13.7 Limitations: No amendment shall make any changes in the qualifications for Members nor the voting rights of Members without approval in writing of all members. No amendment shall be made that is in conflict with the Declaration. So long as the Declarant shall own any of the Property, no Declarant related amendment shall be made to the Declaration, or to the Articles or the By-Laws of the Association unless such amendment is first approved in writing by the Declarant. Without limitation, an 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 relate to the Declarant in a manner different from the manner in which it relates to other Owners;
- b. Modifies the definitions provided for by Article I of the Declaration in a manner which alters the Declarant's rights or status;
- c. Modifies or repeals any provision of Article II or the Declaration;

d. Alters the character and rights of membership as provided for by Article IV of the Declaration or affects or modifies in any manner whatsoever the rights of the Declarant as a Member of the Association;

e. Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivision, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements or facilities;

f. Denies the right of the Declarant to convey Common Area to the Association;

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 such provision of the Declaration.

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

13.9 Water Management District Requirements: Amendments to these Articles or By-Laws which directly or indirectly impact operation and maintenance of the surfacewater management system, including but without limitation, all lakes, ditches, canal, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetlands and wetland mitigation areas which are owned or controlled by the Association or the Owners in common, may be made after approval by the Suwannee River Water Management District. Such approval shall be in the form of a modification to any and all permits issued by the Suwannee River Water Management District under the lawfully adopted rules of the Suwannee River Water Management District in effect at the time of application for such modification. Amendments to the Articles or By-Laws which do not impact operation or maintenance of the system may be made without authorization of the Suwannee River Water Management District; however, copies of any such amendments shall be forwarded to the District within 30 days of approval.

ARTICLE XIV

SUBSCRIBERS

The names and addresses of the Subscribers to these Articles of Incorporation are as follows:

<u>Name</u>	<u>Address</u>
Howard Hodor	2700-D N.W. 43rd Street Gainesville, FL 32606
James W. Shaw	2700-D N.W. 43rd Street Gainesville, FL 32606

ARTICLE XV

NON-STOCK CORPORATION

The Association is organized on a non-stock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

ARTICLE XVI

DISSOLUTION OF ASSOCIATION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of member. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

Prior to dissolution of the Association, all property, interest in property, whether real, personal, or mixed, which is directly or indirectly related to the surfacewater management system, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetland, and wetland mitigation areas which are owned by the association or the Owners in common, will be dedicated to and accepted for maintenance by the appropriate unit of government or otherwise transferred to and accepted for maintenance by an approved entity.

Dedication or approval must be authorized by the Suwannee River Water Management District through modification of any and all permits or authorizations issued by the Suwannee River Water Management District. Such modification shall be made under the lawfully adopted rules of the Suwannee River Water Management District in effect at the time of application for such modification.

IN WITNESS WHEREOF, the undersigned Subscribers have caused these presents to be executed as of the 25 day of November, 1996.

Rosemarie E. Quintero
Printed Name: Rosemarie E. Quintero

[Signature]
HOWARD HODOR, Subscriber

Deborah S. Duker
Printed Name: Deborah S. Duker

[Signature]
JAMES W. SHAW, Subscriber

Rosemarie E. Quintero
Printed Name: Rosemarie E. Quintero
Deborah S. Duker
Printed Name: Deborah S. Duker

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing Articles of Incorporation were acknowledged before me this 25 day of October, 1996, by HOWARD HODOR, who is personally known to me.
November

[Signature]
Notary Public
Typed Name, Commission Number,
and Expiration Date together
with Seal below:



Deborah S. Duker
MY COMMISSION # CC575592 EXPIRES
August 11, 2000
BONDED THRU TROY FAIN INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing Articles of Incorporation were acknowledged before me this 25 day of October, 1996, by JAMES W. SHAW, who is personally known to me.
November

[Signature]
Notary Public
Typed Name, Commission Number,
and Expiration Date together
with Seal below:



Deborah S. Duker
MY COMMISSION # CC575592 EXPIRES
August 11, 2000
BONDED THRU TROY FAIN INSURANCE, INC.

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THE STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED AND NAMES AND ADDRESSES OF THE OFFICERS AND DIRECTORS.

The following is submitted in compliance with Chapter 617.023, F.S.:

STONEGATE OWNERS ASSOCIATION, INC. a Corporation Not for Profit, organized under the laws of the State of Florida with its principal office at: 2700-D N.W. 43rd Street, Gainesville, FL 32606, has named JAMES W. SHAW, located at 2700-D N.W. 43rd Street, Gainesville, FL 32606, as its agent to accept service of process within the State.

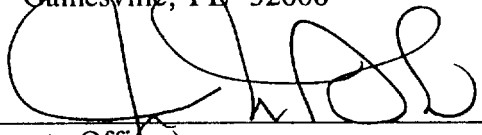
NEWLY ELECTED OFFICERS:

<u>NAME AND TITLE</u>	<u>ADDRESS</u>
Howard Hodor, President	2700-D N.W. 43rd Street Gainesville, FL 32606
James W. Shaw, Vice-President	2700-D N.W. 43rd Street Gainesville, FL 32606
James W. Shaw, Secretary/Treasurer	2700-D N.W. 43rd Street Gainesville, FL 32606

FILED
96 NOV 26 PM 3:36
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

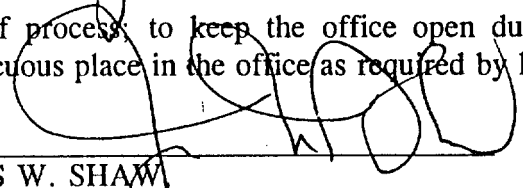
NEWLY APPOINTED DIRECTORS:

<u>NAME</u>	<u>ADDRESS</u>
Howard Hodor	2700-D N.W. 43rd Street Gainesville, FL 32606
James W. Shaw	2700-D N.W. 43rd Street Gainesville, FL 32606
Charles I. Holden, Jr.	2700-C N.W. 43rd Street Gainesville, FL 32606



(Corporate Officer)

I agree as Registered Agent to accept service of process; to keep the office open during prescribed hours; to post my name in some conspicuous place in the office as required by law.



JAMES W. SHAW
Registered Agent

EXHIBIT "C"
BY-LAWS OF
STONEGATE OWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is Stonegate Owners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 2700-D N.W. 43rd Street, Gainesville, Florida, but meetings of Members and Directors may be held at such places within the State of Florida, County of Alachua, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to Stonegate Owners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in Exhibit "A" of the Declaration of Restrictions and Maintenance Covenants attached hereto.

Section 3. "Common Areas" shall mean and refer to the platted road right of way and entrance way, title or control to which shall be vested in the Association and shall include all real property and any improvements located thereon and all personal property, from time to time, owned by and/or intended to be devoted to the use and enjoyment of all Members of the Association and maintained by the Association as common expense. The Association shall also have ownership rights to the ingress, egress and public utilities easements, drainage easements, and recreational easements as depicted on said plat. The lots on which said easements are located shall be subject to the rights of all Members of the Association to make use of the easements for the benefit intended.

Section 4. "Lot" shall mean an individual parcel as shown on the site plan of Stonegate.

Section 5. "Owner" shall mean and refer to the Owner of any Lot.

Section 6. "Declarant" shall mean and refer to H & S
PROPERTIES OF GAINESVILLE, INC., its successors and assigns.

Section 7. "Declaration" shall mean and refer to the Declaration of Restrictions and Maintenance Covenants applicable to the Properties recorded in the Office of the Clerk of the Circuit Court, Alachua County, Florida.

Section 8. "Member" shall mean and refer to those Owners who are Members of the Association as provided in the Articles of Incorporation for the Association.

ARTICLE III MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the 3rd Tuesday of January each year thereafter. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

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

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, a majority of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by the Members of his Lot.

**ARTICLE IV
BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE**

Section 1. Number. The affairs of this Association shall be managed by a Board of not less than three (3) nor more than five (5) Directors.

Section 2. Term of Office. The Terms of Office shall be as set forth in the Articles of Incorporation.

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

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

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

**ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS**

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

Section 2. Election. Election to the Board of Directors shall be by secret written ballot, or, if unanimously agreed upon by the Members, by acclamation. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**ARTICLE VI
MEETING OF DIRECTORS**

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held periodically, as necessary, without notice, at such place and hour as maybe fixed from time to time by resolution of the Board.

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

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

**ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1. Powers. The Board of Directors shall have all powers and authority as permitted under the laws of the State of Florida, which shall include but not be limited to the following:

(a) Adopt and publish Rules and Regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 50 days for infraction of published Rules and Regulations;

(c) Exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) Declare the position of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors without just cause; and

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

Section 2. Duties. Although not intended to be complete, the duties of the Board of Directors shall include:

(a) Cause to be kept a complete record of all its acts and corporate affairs;

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

(c) As more fully provided in the Declaration, to set the annual budget and assessments, collect assessments and enforce any Claim of Lien filed;

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

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

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate or affordable;

(g) Cause the Common Area to be maintained.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be Members of the Board of Directors, a secretary, and/or

treasurer, and such other officers as the Board may from time to time by resolution create. The secretary and treasurer need not be members of the Board of Directors.

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

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

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

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

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

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers include but are not limited to the following:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign leases, mortgages, all deeds and other written instruments for the Association and shall sign all checks and promissory notes payable by the Association.

Vice-President

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

Secretary

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

Treasurer

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

**ARTICLE IX
COMMITTEES**

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and, if deemed necessary by the Board, select a Nominating Committee for the purposes set forth in Article V herein. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

**ARTICLE X
BOOKS AND RECORDS**

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

**ARTICLE XI
ASSESSMENTS**

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

ARTICLE XII
CORPORATE SEAL

The Association shall maintain a seal in circular form having within its circumference the words: **Stonegate Owners Association, Inc.**

ARTICLE XIII
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

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

ARTICLE XIV
MISCELLANEOUS

The fiscal year of the Association shall begin on the 1st day of January, and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, We, being all of the Directors of **Stonegate Owners Association, Inc.**, have hereunto set our hands this 2nd day of December, 1996.

s/HOWARD HODOR _____
HOWARD HODOR

s/JAMES W. SHAW _____
JAMES W. SHAW

s/CHARLES I. HOLDEN, JR. _____
CHARLES I. HOLDEN, JR.

