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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, made on the date hereinafter set forth by CEDAR CREEK HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, CEDAR RIDGE, INC., did on June 17, 1983, execute the Declaration of Covenants, Conditions, and Restrictions, and recorded the same on June 22, 1983, in O.R. Book 1494, page 795 et. seq., of the Public Records of Alachua County, Florida; said Declaration being amended at O.R. Book 1513, page 275 et. seq. and O.R. 1519, page 710 et. seq., of the public records of Alachua County, Florida (collectively, the Declaration), and

WHEREAS, the real property subject to the Declaration and to this Amended and Restated Declaration of Covenants, Conditions, and Restrictions is located in Alachua County, Florida, and is more particularly described as follows:

Lot 51 and 52 of Paradise Subdivision as recorded in Plat Book "A," page 4, of the Public Records of Alachua County, Florida; less and except the following described Parcels A and B:

Parcel A: Commence at the S.E. corner of Lot 51, Paradise Subdivision, a subdivision as per plat thereof recorded in Plat Book "A," page 4, of the Public Records of Alachua County, Florida; thence run N. along the E. line of said lot a distance of 316.89 ft.; thence run S. 88 degrees 52'15" W. 128 ft.; thence run in a S.W. direction to a point on the S. line of Lot 51, 135 ft. W. of the S.E. corner of Lot 51; thence run E. 135 ft. along the S. line of Lot 51, 135 ft. to the point of beginning.

Parcel B: Lots 2 through 19 lying and being in Quail Creek Unit No. 1, a Subdivision as per Plat thereof recorded in Plat Book "J," page 10, of the Public Records of Alachua County, Florida.

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

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to CEDAR CREEK HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area. Upon the recordation of any survey plat or plot plan for a Lot designating the actual location of the units constructed thereon, the remainder of said Lot shall thereafter be deemed common properties.

Section 6. "Declarant" shall mean and refer to Cedar Creek Homeowner's Association, Inc., its successors, and assigns.

Section 7. "Board of Directors" shall mean and refer to the Board of Directors of the Cedar Creek Homeowners Association, Inc.

Section 8. "Unit" shall mean and refer to any and all improvements located on the Lot.

Article II

Property Rights

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner for any period during which any assessment against said Owner's Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such proposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of members.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, said Owner's right of enjoyment to the Common Area and facilities to the members of said Owner's family, said Owner's tenants, or contract purchasers who reside on the property.

ARTICLE III

Membership and Voting Rights

Every Owner of a Lot that is subject to assessment by the Association shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Each Lot shall have one (1) vote in the Association. Provided, however, any person or entity who holds a fee simple ownership of a Lot merely as a security for the performance of any obligations shall not be a member of the Association. Where a Lot is owned by more than one owner, the cotenants of the Lot shall file a voting certificate with the Association in accordance with the Articles and By-Laws of the Association, setting forth which cotenant is designated to cast the vote for that Lot.

ARTICLE IV

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges and (b) special assessments for capital improvements, such assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to said Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for payment of operating expenses of the Association, including but not limited to management fees, legal and accounting fees; maintenance and improvement of access ways, streets and easement areas; performance of duties of the Association as set forth in this Declaration; to promote the recreation, health, safety, and welfare of the residents and Owners of Units subject to this Declaration.

Section 3. Amount of Assessments. The Board of Directors shall determine the amount and manner of regular assessments by majority vote as defined in the By-laws of the Association in advance for each fiscal year, and the budgets shall project anticipated income and estimated expenses in sufficient detail to show estimates for insurance to include fire and extended coverage, vandalism and malicious mischief insurance for the Units and the Common Area, public liability insurance for the Common Area, operating expenses, maintenance expenses, repairs, utilities, replacement reserve, and reasonable operating reserve, and any other items which the Board deems proper.

Section 4. Maximum Annual Assessment. The maximum annual assessment shall not increase more than 5% above the maximum assessment for the previous year without a vote of not less than two-thirds (2/3) of the membership. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 5. Special Assessment for Capital Improvements. In addition to the regular assessments, the Board may levy in any assessment year a special assessment, applicable to that year, only, for defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a described capital improvement, and other related fees and costs. No such special assessment shall be levied when the amount thereof shall exceed one-half (1/2) of the current annual assessment except upon a majority vote of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for Any Action Authorized Under Sections Four (4) and Five (5). Written notice of any meeting called for the purpose of taking any action authorized under Sections 4 and 5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast the majority of all the votes of membership shall constitute a quorum.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 8. Date of Commencement of Annual Assessments; Due Date. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

Section 9. Effect of Nonpayment of Assessments. Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the

due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property and interest, costs and reasonable attorney's fees of such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of said Owner's Lot. The Board of Directors shall have the authority to take such action as it deems necessary in order to collect the assessments, and it may settle and compromise the same if in the best interest of the Association.

Section 10. Subordination of the Lien of Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment line. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

Architectural Control

Section 1. No fences will be permitted in the subdivision. No building, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location, within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Rules and Regulations. The Board of Directors may from time to time adopt and promulgate rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines, and/or establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary or appropriate.

Section 3. Enforcement; Right to Remove or Correct Violations. In the event any building, fence, wall, mailbox, or other improvement or structure shall be commenced, erected, moved, or maintained upon the Properties, otherwise than in accordance with the provisions and requirements of this Declaration, then the same shall be considered to have been undertaken in violation of this Declaration, and, upon written notice from the Board of Directors, said building, fence, wall, or other structure or improvement shall be removed and the costs shall be assessed against said Lot and shall become a lien. In the event the same is not removed or the violation is not otherwise terminated within fifteen (15) days, notice of

such violation shall be delivered to the Owner of the Unit where such violation exists, then the Association shall have the right, through its agents and employees, to secure enforcement as provided in Article VI hereof. The Association shall have the further right, through its agents, employees, or committees, to enter upon and inspect any Unit at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article, or any of the other provisions or requirements of this Declaration, exist on such Unit; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE VI

General Provisions

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The Owners of at least two-thirds (2/3) of the units in the Properties may change or amend any provision hereof, in whole or in part, by executing a written instrument in recordable form setting forth such amendment and having the same duly recorded in the public records of Alachua County, Florida, or owners may propose amendments in whole or in part as set forth in the following paragraph.

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NOTES

A proposed amendment may be instituted by the Association or by petition signed by the Owners of twenty-five (25) of the Lots. A written copy of a proposed amendment shall be furnished to each Owner at least thirty (30) days, but not more than sixty (60) days, prior to a designated meeting to discuss and vote upon such particular amendment. Such notification shall contain the time and place of said meeting. The amendment, if passed by a two-third (2/3) vote of quorum in attendance, shall contain a recitation that sufficient notice was given, and all parties of any nature whatsoever shall have full right to rely upon said recitation and such amendment when an executed copy thereof is recorded in the public records of Alachua County, Florida.

Section 4. Annexation. Additional residential property and Common Area, may be annexed to the Properties with the consent of two-thirds (2/3) of the members.

ARTICLE VII

Obligations of Association and Owners; Restrictions on Rentals and Restrictive Covenants

Section 1. Obligations of Association: The Association shall have the power and authority to and shall promptly perform all duties and obligations imposed upon the Association by the terms of this Declaration.

Section 2. Obligations of Owners: Every Owner of an interest in a Lot shall (in addition to other obligations and duties set out herein):

1. promptly pay all assessments levied by the Association.
2. maintain in good condition and repair the Unit exterior and all interior surfaces within or surrounding the Unit (such as the surfaces of the walls, ceilings, and floors) and maintain and repair the fixtures therein and pay for any utilities which are separately metered to the Unit. Said Unit shall be maintained in accordance with this Declaration, except for changes or alteration approved in writing by the Association.
3. not use or permit the use of Owner's Unit for any purpose other than as a single family residence and maintain Unit in a clean and sanitary manner.
4. pay for all plumbing and electrical repairs within a Unit and for the maintenance, repair, and replacement of any air conditioning and heating compressor facility, and any other facility for the furnishing of the utility services, which is intended only for the purpose of furnishing such utility service to an individual Unit.
5. not permit or suffer anything to be done or kept in Unit which will cause structural stress or damage to Owner's Unit or any other Unit, including party walls.
6. whenever it is necessary to enter any Unit for the purpose of performing any maintenance, alteration, or repair to any portion of another Unit, (i.e., to repair or replace electrical wiring, plumbing, or air conditioning refrigeration lines running beneath the floor), the Owner of each Unit shall permit other Owners or their representatives, or the duly constituted authorized agents of the Association, to enter such Unit for such purposes, provided that such entry shall be made only at reasonable times and with reasonable advance notice, except in case of emergency. The Owner of any Unit for whose benefit such other Unit is entered shall be responsible and liable to the Owner of such entered Unit to leave the Unit in the condition that it was prior to such entry.

Section 3. Restriction on Leases or Rentals: Except upon prior written approval of the Board of Directors, no Owner shall rent or lease a Unit unless such lease or rental agreement be in writing and be for a term of not less than six (6) months. It shall be the responsibility of any Owner renting or leasing a Unit to provide the Association with an executed copy of said agreement prior to the delivery of possession of the Unit to insure the Association of the identity of all tenants and that the requirements of this section are met.

Such rental or lease agreement shall require the lessee or tenant to comply with all rules and regulations of the Association and an acknowledgment by the lessee or tenant of the receipt of a copy of this Declaration and all rules and regulations published by the Association at the time of said rental or lease and an agreement to be bound thereby. As between the Association and any Owner renting a unit, no such agreement shall relieve the Owner of the Unit from the obligations of an Owner as set forth in this Declaration and other applicable documents, including the payment of assessments, nor relieve the Owner from an Owner's duty or responsibility to the Association for violations by the tenant or lessee of all obligations set forth for any Owner.

Section 4. Restrictive Covenants: The use of the Properties shall at all times conform to the following restrictive covenants:

1. Residential Use: All Units shall be used for private residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a Unit shall not be a violation of this covenant. Upon Board approval, this provision may be waived.

2. Indemnity for Damage: Nothing shall be done on or kept in any Unit or on the Common Area, or any part thereof, which would be in violation of any statute, rule ordinance, regulation, permit, or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area or any part thereof, or of any part of any Unit which the Association is required to maintain, shall be committed by any Owner or any invitee of any Owner and each such Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by Owner or Owner's invitees to the Association or other Owners.

3. Alterations/Additions: No alteration or addition shall be made to the exterior of any Unit or to the Common Area or landscape areas without the written approval of the Board or Directors.

4. Miscellaneous: No garments, rugs, laundry, etc., shall be placed on any portable dryer or hung from the windows, decks, or from any other exterior surface of a Unit. No noxious or offensive trade or activity shall be permitted on the properties.

5. Window Coverings: Within 30 days after taking possession of any Unit, the owner/occupant shall furnish draperies/blinds of a white backing/lining for any windows facing a street for the purpose of providing a uniform appearance. No reflective or additionally tinted window coverings visible from the exterior of any Unit shall be permitted.

6. Signs: No signs of any kind shall be displayed to the public view on the Properties without the prior written consent of the Board of Directors, except that an Owner shall be permitted to place a "For Sale" or "For Rent" sign no more than two (2) square feet adjacent to said Unit.

7. Personal Property/Storage: Articles of personal property belonging to a Unit owner/occupant shall not be placed in any portion of the Common Property. Tools and equipment shall be kept out of sight and garage doors shall be closed when not in use.

8. Noise: Residents shall be considerate of their neighbors when entertaining or when using musical instruments, radios, stereos, and television and shall not permit noises that will interfere with the rights, comfort, or convenience of other homeowners.

9. Parking: All Units have two (2) parking spaces. No parking is allowed on the Common Area grass. No driveway shall be obstructed in any manner. No commercial truck, trailer, or boat shall be parked or stored on the properties.

10. Repairs/Restoration: No disabled or inoperable vehicle of any kind shall be parked or stored on the Properties for more than seven (7) days. Except for emergencies and only to the extent of enabling movement to a proper repair facility, repairs or restoration of automobiles, motor vehicles, boats, campers, trailers or any other vehicle shall not be conducted on the Property.

11. Antennas: No masts, towers, poles, or outside radio or television antennae of any sort shall be erected, constructed or maintained on or in any Unit in such a manner as to be visible from the exterior of any Unit. Satellite dishes no larger than 18" are permitted with the location being approved by the Board of Directors.

12. Trash/Garbage: Except on days of trash collection, for a period not to exceed twenty-four (24) hours, no trash, recycling, or garbage containers shall be permitted to remain in public view. No burning of any trash and no accumulation or storage of litter, lumber, scrap materials, refuse, bulk materials, waste, new or used building materials, or trash of any kind shall be permitted on the Property.

13. Animals: No animal of any kind shall be bred or raised on the Properties. Only domestic household pets of no more than thirty (30) pounds, adult weight, shall be allowed on the Properties and all pets shall be licensed and inoculated as required by law. No pet shall be caged, tied, or otherwise kept on any common area or otherwise outside of any Unit. The Owner of any pet shall hold the Association harmless against any loss or liability of any kind arising from having any animal in the development. If it is determined by the Board of Directors that a pet is causing property damage or excessive disturbance to the Owners, the Owner will be required to remove said animal from the development. All pets shall be walked on a leash. Owners shall promptly dispose of pet excrement in a sanitary manner which shall not include burying or concealment on the Properties.

14. Rental: Owners shall lease their Unit for a term of not less than six (6) months. Owners must furnish the Association with a copy of the rental agreement. Rental agreements must adhere to all rules and regulations assigned to the Owners.

15. Planting in Common Area: No trees, shrubs, or plants shall be removed or added without the permission of the Board of Directors.

16. Pool: All residents shall adhere to the pool rules that are posted on the community bulletin board. Guests are to be accompanied by the resident.

Section 5. Rules and Regulations. Reasonable rules and regulations concerning the use of the Properties may be promulgated and amended from time to time by the Board of Directors.

ARTICLE VIII

Exterior Maintenance

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Area, upon notice to Owner, the Association may provide exterior maintenance upon any structure on any Lot or parcel if the Owner has failed to keep said Unit or Lot in good condition, including paint, repairs, replacement, and maintenance of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Said action may be taken upon majority vote of the Board of Directors at a duly called and noticed meeting.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is performed but shall not be considered part of the annual maintenance assessment or charge. Any such special assessment or charge shall be a lien and obligation of the Owner and shall become due and payable in all respects, together with interest and fees for costs of collection as provided for the other assessments of the Association.

Section 3. Access at Reasonable Hours. For the purposes of performing the exterior maintenance authorized by this article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or parcel or exterior of any living unit or other structures or improvements at reasonable hours.

ARTICLE IX

Sewer Line Easements and Maintenance

Section 1. Easements. Declarant hereby grants and imposes an easement on, over, or below each Lot for the benefit of all Lot Owners for the purpose of running, maintaining, and repairing the jointly used sewer collector line. This easement is limited to five (5) feet on either side of the present sewer collector line, which is located within the front ten (10) feet of the Lots. These easements are granted and imposed with the understanding that any operations commenced for the maintenance or repair of the joint sewer collector lines shall be carried out in a reasonable and timely manner in such a way as to limit the inconvenience to the affected Lot Owners.

Section 2. Maintenance. Each Owner of a Lot by acceptance of the Deed therefor, whether or not it shall be so expressed by such Deed, is deemed to covenant and agree to pay for the maintenance or repair of the sewer line running from the structure built upon any Lot to the point where the individual sewer line joins with the jointly used sewer collector line.

Section 3. Joint Maintenance of Sewer Line. Each Owner of a Lot by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay on an equal basis with all other Owners who are connected to the jointly used sewer collector line any costs of maintenance and repair to said jointly used sewer collector line.

Section 4. Liability of the City of Gainesville. It is hereby declared that the City of Gainesville, Florida, shall have no liability to any Owner for the maintenance or repair of any sewer located upon the above-described Property.

Section 5. Enforcement of Payment. The Declarant, or any Owner, shall have the right to enforce equal contribution from any other Owner or Owners by a proceeding at law to force said other Owner or Owners to pay their share of the costs of repair or maintenance of the jointly used sewer collector line. The action for enforcement shall be in the form of an action by the particular Owner or Owners against the nonpaying Owner or Owners for damages equal to the nonpaying Owner's share of the costs of the repair and maintenance, including a reasonable attorney's fee, and any judgment rendered on behalf of the paying Owner or Owners shall be and become a lien upon the nonpaying Owner or Owner's Lot or Lots upon the recording of a certified copy of the judgment, and said lien shall be prior in effect to all other liens or rights of homestead except the lien of any first mortgage. Sale or transfer of any Lot shall not affect the lien of the judgment; however, the sale or transfer of any Lot pursuant to the foreclosure of a first mortgage or any proceeding in lieu thereof shall extinguish the lien of such judgment as to payments which become due prior to such sale or transfer. Any amount determined to be due from the nonpaying Owner or Owners shall also be the personal obligation of such Owner or Owners. The personal obligation for the sums due shall not pass the subsequent Owners unless expressly assumed by them.

Section 6. Liability of Lot Owners for Negligence. It is hereby declared that should Owner or Owners or any agents or tenants thereof by negligence or intentional act cause a problem requiring maintenance or repairs to the jointly used sewer collector line, then said Owner will pay any costs of the maintenance or repair.

ARTICLE X

Party Walls

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Units upon the Property and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law in the State of Florida regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by the Owner's negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribute Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 7. Conflict. Provided, however, and notwithstanding anything in this Article otherwise contained, the provisions of this Article shall apply only to the extent that they are not inconsistent with the provisions of this Declaration.

ARTICLE XI

Fines

In addition to the means for enforcement provided in the Declaration, Bylaws, or rules of the Association, or by the laws of the State of Florida, the Association shall have the right to assess fines against a Lot, its Owner, occupant, licensee, or invitee, in the manner provided herein.

Section 1. The Board of Directors shall be charged with determining whether there is probable cause that any of the provisions of the Declaration, the By-laws, or the rules of the Association regarding the use of the lot, common Area, or Association property are being or have been violated.

Section 2. The Board of Directors shall also appoint a Covenants Review Committee (the "CRC"), which shall consist entirely of Lot Owners other than members of the Board of Directors, officers, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee, and which shall be charged with conducting the hearing and rendering the final decision with regard to the levy of fines as herein provided.

Section 3. In the event that the Board of Directors determines an instance of such probable cause, it shall thereupon provide written notice to the person alleged to be in

violation, and the Owner of the Lot which that person occupies if that person is not the Owner, of the specific nature of the alleged violation to include a statement of the provision of the Declaration, By-law, or rule that has been violated, a statement of the Association's position, and notice of the opportunity for a hearing upon request made within fourteen (14) days of the date of sending the notice. The notice also will specify that each recurrence of the alleged violation on each day during which it continues shall be deemed to be a separate offense, subject to a separate fine, all fines not to exceed fifty dollars (\$50.00) each and one thousand dollars (\$1,000.00) in the aggregate. The notice shall further specify that in lieu of requesting a hearing, the alleged violator or Lot Owner may respond to the notice, within fourteen (14) days of its sending, acknowledging in writing that the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgement and promise, and performance in accordance therewith, shall terminate further enforcement activity of the Association with regard to the violation to include the levying of any fine.

Section 4. If a hearing is timely requested, the CRC shall hold same, after giving the alleged violator at least fourteen (14) days' written notice of the date, time, and place of hearing. The CRC shall hear any defense to the charges of the Board of Directors, including any witnesses for the alleged violator, the Lot Owner, or the Board of Directors, and shall receive evidence and written or oral argument from the alleged violator on all issues involved or on any material considered by the CRC. Any party at the hearing may be represented by counsel, and the hearing may be audio- or video-recorded in the same manner and under the same rules that members are permitted to audio- or video-record meetings of the Board of Directors.

Section 5. Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgement and promise is timely made, the CRC shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the CRC determines that there is sufficient evidence, it may notify the Board of Directors to levy a fine for each violation in the amount provided herein. If the CRC determines that there is insufficient evidence, it shall terminate the proceedings. Any decision of the CRC shall be made a part of the minutes of that meeting.

Section 6. If the CRC has notified the Board to levy a fine, the Board shall then, at a duly called meeting, and by vote of a majority, either approve the levy, reduce the levy, or waive the fine, but may not increase the fine or receive additional statements or arguments with regard to whether the fine should be levied.

Section 7. Any fine pursuant to this section shall be assessed against the Lot which the violator occupied at the time of the violation, whether or not the violator is an Owner of that Lot, and shall be due and payable within thirty (30) days from notice of the levy. Nothing herein shall be construed to interfere with any right that a Lot Owner may have to obtain from a violator occupying his Lot payment in the amount of any fine of fines assessed against the Lot.

Section 8. Further, nothing herein shall be construed as a prohibition of, or limitation on, the right of the Board of Directors to pursue other means to enforce the provisions of the

various Association documents, including but not limited to, mediation, arbitration, or legal action for damages and/or injunctive relief.

IN WITNESS WHEREOF, the Association has executed this instrument this 16 day of DECEMBER 1997.

Signed, sealed, and delivered in the presence of:

[Signature]
Witness sign name above

LINDA R BALDWIN
Witness print name above

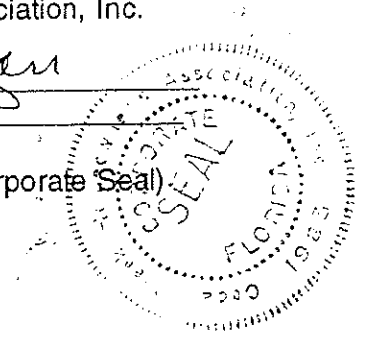
[Signature]
Witness sign name above

GARRY H. GRIFFIN
Witness print name above

Cedar Creek Homeowners' Association, Inc.

By: [Signature]
As its PRESIDENT

(Corporate Seal)



STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 16th day of December 1997, by Shirley Bryan as President of Cedar Creek Homeowners' Association, Inc. Such person(s):

- () did take an oath
- () did not take an oath
- () is/are personally known to me
- () produced a current Florida driver's license as identification
- () produced _____ as identification

[Signature]
Print Name: Beverly K. Smith
Notary Public, State of Florida at Large
My Commission Expires: _____
Serial Number, if any: _____

(Notary Seal)



BEVERLY K. SMITH
MY COMMISSION # CC345546 EXPIRES
February 24, 1998
BONDED THRU TROY FAIN INSURANCE, INC.

December 1997