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J.K. JESS IRBY, ESQ, Clerk of Court
ALACHUA COUNTY, Florida

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PEYTON'S PRESERVE**

THIS DECLARATION, made on the date hereinafter set forth by **DURATION BUILDERS DEVELOPMENT, LLC**, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain property in the County of Alachua, State of Florida, which is more particularly described as:

Lots One (1) through Thirty-Four (34) of Peyton's Preserve, as per Plat thereof recorded in Plat Book 36, Page 7, of the Public Records of Alachua County, Florida, together with Recreation Area, if any, Drainage Easement and Common Area shown on said Plat.

NOW THEREFORE, Developer hereby declares that all of the properties 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 PEYTON'S PRESERVE HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, its successors and assigns. Copies of the Articles of Incorporation and By-Laws of the Association are attached hereto as Exhibits A and B.

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 as dedicated on the Plat for the common use and enjoyment of the owners, including without limitation "Roadways", "Common Open Space", "Common Area Easements", "Common Vegetative Buffer", and "Common Wooden Fence Buffers".

Section 5. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Properties.

Section 6. "Declarant" shall mean and refer to Duration Builders Development, LLC and its successors or assigns if they should acquire more than one undeveloped Lot from the original Declarant for the purposes of development.

Section 7. "Surface Water System" means a Surface Water or Storm Water Management System means a system which is designed and constructed or implemented to control discharges of stormwater runoff which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse the water runoff to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affecting the quantity and quality of discharge from the system.

ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easement 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 suspend the voting rights for any period during which an assessment against his Lot remains unpaid; and for any period not to exceed 60 days for any infraction of its published rules and regulations;

(b) 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 purposes and subject to such conditions as may be agreed to by a majority of the voting members.

(c) the right of the Association to collect money for the maintenance and repair of stormwater management and surface water facilities.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the by-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Easement for access and drainage. The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system, for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the Suwannee Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the Suwannee River Water Management District.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot, which is subject to assessment, 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.

Section 2. The Association shall have two classes of voting membership;

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned.

Members other than the developer are entitled to elect at least a majority of the members of the board of directors of the homeowners' association when the earlier of the following events occurs:

(a) Three months after 90 percent of the parcels in all phases of the community that will ultimately be operated by the homeowners' association have been conveyed to members;

(b) Such other percentage of the parcels has been conveyed to members, or such other date or event has occurred, as is set forth in the governing documents in order to comply with the requirements of any governmentally chartered entity with regard to the mortgage financing of parcels;

(c) Upon the developer abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the governing documents. There is a rebuttable presumption that the developer has abandoned and deserted the property if the developer has unpaid assessments or guaranteed amounts under s. 720.308 for a period of more than 2 years;

(d) Upon the developer filing a petition seeking protection under chapter 7 of the federal Bankruptcy Code;

(e) Upon the developer losing title to the property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of developer rights and responsibilities first arising after the date of such assignment; or

(f) Upon a receiver for the developer being appointed by a circuit court and not being discharged within 30 days after such appointment, unless the court determines within 30 days after such appointment that transfer of control would be detrimental to the association or its members. For purposes of this section, the term "members other than the developer" shall not include builders, contractors, or others who purchase a parcel for the purpose of constructing improvements thereon for resale.

Members other than the developer are entitled to elect at least one member of the board of directors of the homeowners' association if 50 percent of the parcels in all phases of the community which will ultimately be operated by the association have been conveyed to members.

The developer is entitled to elect at least one member of the board of directors of the homeowners' association as long as the developer holds for sale in the ordinary course of business at least 5 percent of the parcels in all phases of the community. After the developer relinquishes control of the homeowners' association, the developer may exercise the right to vote any developer-owned voting interests in the same manner as any other member, except for purposes of reacquiring control of the homeowners' association or selecting the majority of the members of the board of directors.

Section 3. In all elections involving general membership voting, the total vote will be the combined vote of all Class A and B shares voted. Each Class B vote shall be equivalent with and participate in all voting on a basis equivalent to, one Class A vote.

**ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Assessments. Each owner of a lot, by acceptance of a deed for such lot, whether or not it is expressed in the deed, agrees to pay assessments as provided in these Covenants and Restrictions.

Section 2. Creation of the Lien and Personal Obligation of Assessments. Each Owner, other than the Declarant, of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special 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 be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 3. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and roadways.

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

The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the Suwannee River Water Management District permit number ERP 233678-1 requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system.

The Association shall levy and collect adequate assessments, against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

The Association and ultimately the Owners of any real property located within the Association will be responsible for the maintenance, operation and repair of the Surface Water or Storm Water Management System as required by the permit issued by the District and other applicable District rules. Maintenance of the Surface Water or Storm Water Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other Surface Water or Storm Water Management capabilities as permitted and/or required by the District. Any repair or reconstruction of the Surface Water or Storm Water Management System shall be as permitted or, if modified, as approved by the District."

Section 4. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$600.00 per Lot, payable quarterly.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) The Board of Directors is required to establish annual assessments at a rate sufficient to cover annual maintenance. If annual assessments are insufficient, the Board of Directors shall have authority to require a special assessment sufficient to cover such shortfall.

(e) The Board of Directors shall establish the appropriate levels of maintenance.

(f) The Board of Directors may establish fees for the use of various facilities.

Section 5. Special Assessments for Capital Improvements and for Compliance with Suwannee River Water Management District Permit. In addition to the annual assessment authorized above, the Association shall levy a special assessment for the purpose of defraying, in whole or in part, the cost of the maintenance, operation and repair of the Surface Water of Storm Water Management System and any and all other costs incurred to comply with the terms and provisions of the permit issued by the District. Such special assessment shall be levied by the Board of Directors of the Association with or without approval of the membership of the Association. Special assessments shall be due and payable within 60 days of the assessment being levied.

Any assessment not paid within 30 days of its due date shall be delinquent, and shall bear interest from the due date at 18% until paid in full, and the Association shall have the right to file a lien in the public records of Alachua County, Florida, to secure payment of all amounts due. The total amount due shall be a continuing lien on the real property described in the lien until paid in full, and the Association may bring a civil action to foreclose the lien. The lien of any assessment is subordinate to the lien of any first mortgage. A sale or transfer of any lot or real property encumbered by such a lien shall not affect the validity or enforcement of the lien.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast majority of all the votes of each class 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 quarterly basis.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the lot to the Owner. The first annual assessments shall be adjusted according to the number of the months remaining in the calendar year. 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. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessment on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Non-payment of Assessments. Remedies of the Association. Any assessment not paid within 30 days after the due date shall be delinquent and shall bear interest from the due date at 18% until paid in full, and the Association shall have the right to file a lien in the Public Records of Alachua County, Florida to secure payment of all amounts due. The total amount due shall be a continuing lien on the real property described in the lien until paid in full, and the Association may bring a civil action to foreclose the lien. The lien of any assessment is subordinate to the lien of any first mortgage. A sale or transfer of any lot or real property encumbered by such a lien shall not affect the validity or enforcement of the lien.

Section 10. Enforcement. The Suwannee River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in these Covenants and Restrictions which relate to the maintenance, operation and repair of the Surface Water or Storm Water Management System as well as any and all other provisions contained in these Covenants and Restrictions that in any way relate to the permit issued by the District. The District's right to enforce these Covenants and Restrictions by proceeding at law or in equity shall survive any dissolution of the Association and may be enforced by the District against the Association and/or the Owner(s). Should the District bring an action at law or in equity to enforce any provision of these Covenants and Restrictions and should it be determined in any such proceedings that the Association or any owner(s) breached any of the provisions of these Covenants and Restrictions or failed to completely and timely comply with any of these Covenants and Restrictions, the District shall be entitled to an award of attorney's fees and costs incurred by the District in such proceedings which shall include attorney's fees and costs incurred in any administrative or appellate proceedings. The District shall have the right to file a lien in the public records of Alachua County, Florida for any such attorney's fees and costs awarded to the District by any court or administrative body.

ARTICLE V OWNERS ASSOCIATION MAINTENANCE

The Association shall be responsible for and shall perform the following services:

- (1) Maintain, repair and, when required, replace all sidewalks.
- (2) Maintain the landscaping on the entrance road.
- (3) Maintain subdivision entrance sign.
- (4) Maintain, repair and replace when needed the exterior fence.
- (5) Maintain the cluster open space and common areas by keeping the areas free of garbage, trash and debris to keep the areas in their natural condition.

ARTICLE VI SURFACE WATER OR STORMWATER MANAGEMENT

Section 1. Definition: "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to chapters 40c-4, 40C-40 or 40C-42, F.A.C.

Section 2. Duties of Association and Owners: The Association and ultimately the Owners of any real property located within the Association will be responsible for the maintenance, operation and repair

of the Surface Water or Storm Water Management System as required by the permit issued by the District and other applicable District rules. Maintenance of the Surface Water or Storm Water Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other Surface Water or Storm Water Management capabilities as permitted and/or required by the District. Any repair or reconstruction of the Surface Water or Storm Water Management System shall be as permitted or, if modified, as approved by the District.

Section 3. Amendment: Any amendment to the Declaration of Covenants and Restrictions which alters any provision relating to the Surface Water or Storm Water Management System, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior written approval of the District.

Section 4. Enforcement: The Suwannee River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in these Covenants and Restrictions which relate to the maintenance, operation and repair of the Surface Water or Storm Water Management System as well as any and all other provisions contained in these Covenants and Restrictions that in any way relate to the permit issued by the District. The District's right to enforce these Covenants and Restrictions by proceedings at law or in equity shall survive any dissolution of the Association and may be enforced by the District against the Association and/or the Owner(s). Should the District bring an action at law or in equity to enforce any provision of these Covenants and Restrictions and should it be determined in any such proceedings that the Association or any owner(s) breached any of these Covenants and Restriction, the District shall be entitle to an award of attorney's fees and costs incurred by the District in such proceedings which shall include attorney's fees and costs incurred in any administrative or appellate proceedings. The District shall have the right to file a lien in the Public Records of Alachua County, Florida or any such attorney's fees and costs awarded to the District by any court or administrative body.

Section 5. Surfacewater Management Facilities: The man-made surfacewater facilities shall be maintained free of sediments and debris. Areas shall be inspected on a routine basis and nuisance plants shall be removed a minimum of twice annually. Grassed areas shall be mowed a minimum of 5 times per year. The natural systems shall be disturbed as little as possible. Minimal maintenance is required for the natural and undisturbed areas. All basins shall be inspected bi-annually. Annual documentation shall be noted based upon the inspection findings.

Section 6. Erosion Control. All erosion damage at spillways, outfall structures and along basin side slopes shall be repaired (grading and grassing) as conditions occur. All side slopes and other areas disturbed by construction shall be stabilized by sodding, hydro-mulching or other appropriated vegetative or non-vegetative erosion control measures.

Section 7. Swales and Ditches. All swales, if any, shall be maintained free of debris and sediment. Sediments shall be removed when the depth has been reduced by 20 percent. Sediments removed from swales/ditches should be evenly spread over grassed areas away from the stormwater management facilities.

Section 8. Culverts, Pipes and Structures. All pipes, if any, shall be inspected bi-annually. Culverts and pipes shall be maintained free of debris and sediment. Sediments removed from the culverts and pipes should be evenly spread over grassed areas away from the stormwater management facilities.

The structures and paved flow lines, if any, shall be maintained clear of debris. Debris and silt collected in inlets and pipes shall be removed as routine inspections dictate.

Section 9. Outfall Structure in Stormwater Basin & Underdrain Systems: The control orifice and underdrain shall be inspected on a monthly basis. The orifice shall be cleaned as inspection dictates to remove any and all debris/sediment that may be clogging the orifice. The underdrain function shall be verified and cleaned as necessary to maintain proper flows.

Section 10. Inspection Reporting: Annual inspection reports, prepared by a properly licensed professional engineer, should be submitted to the water management district. The engineer shall inspect the site and report on the status and function of the system. Noted deficiencies and/or maintenance requirements shall be reported to the owner with recommendations for repairs. Repairs shall be executed.

Section 11. Limerock/Sinkhole: If limerock is encountered during excavation of the swales/basin or if a sinkhole forms in the area of a drainage swale/basin, the engineer of record shall be notified by either the contractor or the established operation and maintenance entity. The engineer of record shall inspect the repaired area upon completion of the repair.

Where limerock is encountered during excavation of the swales/basins, the limerock shall be over excavated by 2 feet and replaced with clayey soils that extend 2 feet beyond the perimeter of the limerock outcropping. The clayey soil shall have at least 20% passing the no. 220 sieve, compacted to 95% of standard proctor, and compacted in a wet condition with moisture 2%-4% above optimum.

All swales/basins shall be inspected monthly for sinkhole occurrence. Should a sinkhole occur, the area shall be repaired as soon as possible. Repair shall include filling (limerock such as road base material, clay/sand mixture, or concrete if necessary). A 2-foot deep cap that extends 2 feet beyond the perimeter of the sinkhole shall be constructed with clayey soils. The clayey soil shall have at least 20% passing the no. 200 sieve, compacted to 95% of standard proctor, and compacted in a wet condition with moisture 2%-4% above optimum. The clayey soil cap shall be re-graded to prevent concentration of waters (ponding) and re-vegetated.

Section 12. Vegetated Natural Buffer: There shall be set aside a permanent vegetated natural buffer ("Buffer") of varying width as shown on the plat. This Buffer extends across lots 1 through 3. The Buffer is part of the surface water management system permitted by the Suwannee River Water Management District. The purpose of this Buffer is to detain and treat stormwater prior to drainage offsite; therefore, the area must be maintained with a dense vegetative cover. Filling and replacement of impervious surface (other than fence posts) are prohibited within the Buffer.

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

Vegetated Natural Buffers should be inspected periodically. Buffers should be examined for damage caused by foot or vehicular traffic, encroachment, gully erosion, density of vegetation and evidence of concentrated flow (e.g. channelization) through or around the buffer. Repairs to the buffer should be made immediately. Required areas must be re-established with native vegetation. Undesirable plant species, such as cattail and exotic plants, should be controlled if they become a nuisance.

Section 13. Operation & Maintenance Entity: The existing homeowners' association will operate and maintain the stormwater system as illustrated in the construction documents. The Association is: Peyton's Preserve Homeowners Association.

**ARTICLE VII
ARCHITECTURAL CONTROL**

No building, fence, 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, colors 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. No dwelling of one-story structure shall be permitted on any of the lots, which contain less than 1250 square feet of ground floor area, exclusive of porches and garages, except as shown on the Plat. All lots shall have setbacks as shown on the Plat.

**ARTICLE VIII
RESTRICTIONS ON USE OF PREMISES**

In addition to the rules and regulations, which may be established by the Association, the following restrictions are placed upon the Property:

(1) Each lot shall be used for residential purposes only. Each residential unit must be built with a two-car garage. Carports are not acceptable.

(2) Owners who decide later to convert garage area to living area may do so but must leave the garage door in place and make no structural changes to the outside front so it will continue to appear as an actual garage.

(3) No vehicle may be parked on the Property except on paved streets and paved driveways. No inoperative vehicles shall be allowed to remain on the property in excess of forty-eight (48) hours unless kept in a garage and not visible from the street or any other Lot. No commercial vehicles of any kind shall be parked on the property unless kept in a garage and not visible from the street or any other lot. Notwithstanding the foregoing, construction or service vehicles temporarily present on business may be parked on the paved streets or paved driveway but may not remain on the property overnight. A commercial vehicle for the purposes of this section shall mean any vehicle operated for the transportation of persons or property in the furtherance of any commercial or industrial enterprise, For-hire or Not-for-Hire. Utility and tractor trailers and motor homes are prohibited on the property. No trailers, boats, campers, motorized or non-motorized recreational vehicles may be parked on the property unless parked inside a garage and not visible from the street or any other lot.

(4) Mechanical work on any type of vehicle must be done in the garage only. No disabled or unlicensed vehicles may be kept parked in front of any house.

(5) No motor vehicles shall be parked in the front or side yards except on an improved parking space or driveway.

(6) All houses shall have one (1) carriage light in the front yard, which shall be illuminated every night by automatic timer. The builder shall install the original light and fixture, Owner shall maintain the light fixture. All replacement light fixtures must be approved by the architectural control committee.

ARTICLE IX GENERAL PROVISIONS

Section 1. Enforcement. Fines. 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. The Association or any Owner incurring legal expenses or litigation costs related to successful enforcement of any covenant, restriction, or above items shall be reimbursed whether decided in court or settled out of court. The Suwannee River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants, Conditions and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.

The Association may levy reasonable fines against any member for actions or conduct of such member or such member's tenant, guest or invitee for the failure to comply with any provision of this Declaration, the By-Laws or rules and regulations. The Association shall give written notice to such member detailing the violations and the member shall have 14 days within which to cure the violation. Fines may only be imposed upon such member's failure to remedy the specified violation within the 14 days.

Section 2. Severability. Invalidation of anyone 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 covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time the shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty-seven percent (67%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment to the Covenants, Conditions and Restrictions which alter any provision relating to the surface water or storm water management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the Suwannee River Water Management District.

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 combined vote of both Class A and B members who are voting in person or by proxy. Additional land may be annexed by the Declarant without the consent of members within ten (10) years of the date of this agreement.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Authority or the Veterans Administration; annexation of additional properties and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Declarant shall have the right to erect and maintain signs and a model or models for sales purposes anywhere on the property.

Section 7. Dissolution. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the Suwannee River Water Management District prior to such termination, dissolution or liquidation.

Section 8. Existence and Duration. Existence of the Association shall commence with the filing of the Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

ARTICLE X RESTRICTIONS

1. Access to common and conservation areas is limited to members of the Association and immediate members or their family and to those persons maintaining any drainage or public utility easements or structures within such areas.

2. Members of the Association may bring guests into the common area provided such guests are accompanied by a member.

3. Members who bring non-members onto the common/conservation areas are required to assume full responsibility and liability for their acts, safety, and well-being.

4. Members who bring non-members into the common/conservation areas agree to hold the Association harmless for any injuries a non-member guest receives.

5. Persons not permitted access under 1 or 2 above are not allowed in the common/conservation areas and are to be considered trespassers on the property.

6. The Association Board of Directors shall establish restrictions on hours of use of various parts of the common/conservation and recreation facilities.

7. Minor age children whose parents are not members of the Association may not occupy the common areas at anytime except in the company of a member of the Association who assumes guardian responsibility for all acts or injuries that might result from use of these areas.

8. Each member of the Association and all members of their family with legal authority to use common/conservation areas must do so at their own risk. The Association cannot assume responsibility for safety and security of members' usage. A member of the Association does hereby waive all claim of liability against the Association and holds the Association harmless for all usages members make of the common/conservation area.

9. Members may reserve portions of the common/conservation areas for various group meetings within guidelines provided by the Association Board of Directors.

10. No swings, ropes, ladders, treehouses, or structures may be erected or attached to any trees in the common/conservation area.

11. No one may climb trees or inflict damage to trees in the common/conservation area.

12. No weapons may be brought onto common/conservation areas by members or non-members. This shall include, but is not limited to, all air guns, BB guns, knives, clubs, sling shots, bow & arrows, darts, or any device that is primarily a weapon or tool for hunting.

13. No hunting, trapping or fishing is allowed in the common/conservation areas.

14. No unauthorized removal or cutting of any plants or trees in the common/conservation area is permitted.

15. All garbage and refuse shall be placed at the curb for pickup not earlier than the evening preceding pickup, and all containers for garbage and refuse shall be returned to the residence no later than the evening of pickup. When not at the curb for pickup, garbage and refuse containers shall be kept in the garage or in a location on the property which is not viewable from the streets or other lots within the property. Except for normal construction debris on any lot during the course of construction of the dwelling, no weeds, garbage, refuse or debris of any kind shall be placed or permitted to accumulate upon any portion of the property.

16. Fences may not be constructed in the front yard of a residence.

17. All fencing location, size and materials shall be allowed only with the approval of the Association, which may prohibit the use of certain fencing.

18. Except to the extent required to be permitted under applicable law, no satellite dishes, antennas, or such other electronic transmitting or receiving devices may be installed anywhere outside a house on a lot unless approved by the Association.

19. Outside storage buildings can only be in the back yard and subject to the architectural review of the Association.

20. If grass is left uncut, or other yard maintenance effecting appearance of the neighborhood is left undone by any member on a private residence, or if such residence is unoccupied or in foreclosure, the Association may arrange for cutting whenever the grass is in excess of 8 inches tall or have needed maintenance done and may bill the property owner. Such bill shall become a lien against the property if left unpaid for thirty days.

21. No signs are permitted on the private property or common areas of the property other than For Sale, Garage Sale and political candidate signs; messages are limited to necessary information only. This restriction does not supersede Article IX, section 6.

22. The exterior improvements on each lot must be kept in good repair at all times. If damaged by accident or the elements, repairs must be commenced within ninety (90) days and completed in a timely manner.

23. No business that requires on-site employees, visits by clients and/or related business traffic may be operated out of any house/garage unless approved by the Architectural Control Committee.

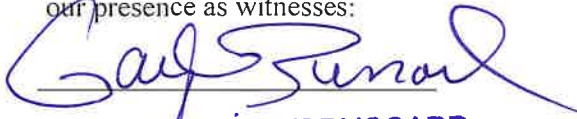
24. Birds, fish, dogs, cats, reptiles, insects and all other non-human, non-plant living organisms (collectively, 'Animals') may be kept as pets only, and shall not be held or offered for sale or maintained or bred for any commercial use or purpose. Animals shall be sheltered inside residences. No separate or exterior shelter for animals shall be permitted without the prior written approval of the Association. All animals must be kept in a fully fenced area or leashed when outside and shall not be permitted to run loose. No animals shall be permitted to remain on the property if it or they disturb the tranquility of the property or the owners or tenants thereof, if it or they are unlawful, dangerous, annoying or a nuisance to or destructive of wildlife or if it or they are specifically excluded from the property by the Board after notice and hearing.

25. Basketball goals may not be erected on houses or in public rights-of-way of cul-de-sacs or any other street.

Rest of page left blank intentionally. Signatures on next page.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto signed this Declaration this 20th day of December 2019.

Signed, sealed and delivered in our presence as witnesses:



Printed name GAYLE BUSSARD



Printed name CHASITY THOMAS

Duration Builders Development, LLC

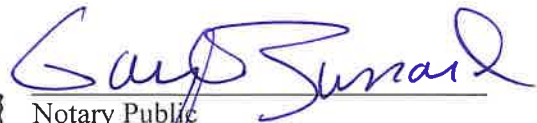
by: 
Britton A. Jones, Managing Member

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this 20 day of December 2019, before me, personally appeared **Britton A. Jones, as Managing Member and on behalf of DURATION BUILDERS DEVELOPMENT, LLC**, who executed the foregoing instrument, who acknowledged before me that he executed the same, and who () are personally known to me or who () presented _____ as identification.





Notary Public
(NOTARY SEAL)
My Commission Expires: