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**AMENDED, CONSOLIDATED, AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
MILLHOPPER FOREST**

RECITALS

A. That certain Declaration of Covenants, Conditions, Restrictions, and Easements for Millhopper Forest, executed August 16, 1999, was recorded at Official Records Book 2249, Page 2, in the public records of Alachua County, Florida (as amended and supplemented from time to time, "Original Declaration") with reference to certain lands in Alachua County, Florida developed for residential purposes, said lands being described in Exhibit C, existing property, to this Declaration of Covenants, Conditions, Restrictions, and Easements for Millhopper Forest, ("Declaration"), for the purpose of the preservation, protection, and enhancement of the values and amenities in Millhopper Forest and to insure the residents' enjoyment of specific rights, privileges, and easements in the community properties and facilities described therein.

B. MILLHOPPER FOREST HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation having its principal place of business in Alachua County, Florida, the homeowners association designated by the developer HOWE DEVELOPMENT CORPORATION, to enforce the Original Declaration, and the lot owners of Millhopper Forest, hereby restate said Original Declaration and incorporate the amendments thereto, which are and shall be an encumbrance upon the land described in Exhibit C.

C. The purpose of this Declaration is to continue the preservation, protection, and enhancement of the values and amenities in Millhopper Forest and to insure the residents'

enjoyment of specific rights, privileges, and easements in the community properties and facilities described therein.

NOW, THEREFORE, this Declaration consolidates, amends and restates the Original Declaration, including the following supplements and amendments thereto, agreements associated therewith, easements appurtenant thereto and joinders thereto:

Declaration for Annexation, as recorded in Official Records Book 2345, Page 986 of the Public Records of Alachua County, Florida.

Supplemental Declaration, as recorded in Official Records Book 2880, Page 222 of the Public Records of Alachua County, Florida.

Amendment to Declaration, as recorded in Official Records Book 3738, Page 153 of the Public Records of Alachua County, Florida.

Amendment to Declaration, as recorded in Official Records Book 3738, Page 156 of the Public Records of Alachua County, Florida.

The land described in Exhibit C, existing property, hereto is and shall be expressly made subject to this Declaration and all covenants and provisions contained herein shall run with the land described in Exhibit C, existing property, and all improvements thereon and shall bind all present and future owners and the holders of any right, title, or interest therein, and of liens or encumbrances thereon, together with the heirs, devisees, personal representatives, successors, and assigns of such parties.

Copies of the Articles of Incorporation and By-Laws of Millhopper Forest Homeowners' Association, Inc. are attached hereto as Exhibit A and Exhibit B, respectively.

ARTICLE I DEFINITIONS

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

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

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

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

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

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

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

1.4 **Board:** The Board of Directors of the Association.

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

1.6 **Common Property:** Common Property shall include:

a) Those tracts of land deeded to the Association and/or designated on the Plat as Common Area Right-of-Way, Public Utility Easement, Drainage Easement, Easement and Common Area, Wall and Public Utility Easement and Common Area, and Drainage Easement and Common Area or similar designations.

b) The fences constructed by the Declarant or the Association that abut NW 57th Street or NW 50th Place or that follow the neighborhood's external boundaries, as shown on the plat.

c) The roadways within Millhopper Forest will not be dedicated to Alachua County but will be owned and maintained by the Association.

d) The term "Common Property" also includes any personal property appurtenant to any real property owned by the Association or acquired by the Association if the personal property is designated as such in the bill of sale or other instrument conveying such property.

1.7 **Declarant:** The Declarant, as defined in the original Declaration and as used here for consistency with that original Declaration, was Developer HOWE DEVELOPMENT CORPORATION, a Florida corporation, and its successors and assignees.

1.8 **Declaration:** This Declaration of Covenants, Conditions, Restrictions, and Easements for Millhopper Forest and all supplements and amendments to this Declaration.

1.9 **Drainage System:** All drainage rights-of-way, lakes, ponds, water management tracts, drainage facilities, conservation districts, conservation areas, and buffer zones as shown on the Plat, or as otherwise provided for in the development of Millhopper Forest. The Drainage System and all open spaces (as shown on the Plat) will be owned by the Association. "Drainage System" also means a system designed and constructed or implemented to control discharges which are

necessitated by rainfall events incorporating methods to (i) collect, convey, store, absorb, inhibit, treat, use, or reuse water; (ii) prevent or reduce flooding, overdrainage, environmental degradation, and water pollution, or (iii) otherwise affect the quantity and quality of discharges from the system as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42 of the Florida Administrative Code.

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

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

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

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

1.14 **Plat:** The plat of Millhopper Forest Development recorded at Plat Book U, pages 60 and 61 of the Public Records of Alachua County, Florida, together with the plats of any additional land from time to time annexed to and made part of Millhopper Forest.

1.15 **Public Records:** The official Public Records of Alachua County, Florida.

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

1.17 **Millhopper Forest:** Millhopper Forest development, recorded in the Plat and any land from time to time made subject to this Declaration.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

This Article describes the real property of which Millhopper Forest is comprised and provides the method by which additional property may be added.

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

2.2 **Annexation of Additional Property:**

(a) Additional property may be annexed to Millhopper Forest by the Association.

(b) Procedure: The party effecting the annexation shall record a Supplemental Declaration in the Public Records. The Supplemental Declaration shall be executed on behalf of the Association by an officer of the Association, following approval of the annexation by a majority of Association Members. The Supplemental Declaration shall contain the legal description of the property being annexed. The Supplemental Declaration may contain special provisions applicable to the property being annexed which limit the applicability of covenants, restrictions, and easements contained in this Declaration or which impose additional or different covenants, conditions, or restrictions to reflect the different character of the property being annexed. The party making the Supplemental Declaration will have sole discretion to determine the special provisions to be contained in the Supplemental Declaration; however, no special provisions may be included which exempt the owners of the property being annexed from equitably sharing in common expenses of Millhopper Forest. Upon recording, the annexed property will become part of Millhopper Forest.

2.3 **Further Subdivision or Re-plat of Lots:**

Owners may not subdivide or separate any Lot into smaller lots; however, this shall not prohibit corrective deeds or similar corrective instruments. An Owner may, by recording an instrument in the Public Records, combine two or more Lots for a single homesite, and thereafter the combined property will be deemed to be a single Lot for all purposes.

ARTICLE III
ARCHITECTURAL REVIEW AND
CONSTRUCTION REQUIREMENTS

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

3.1 **Architectural Review Committee**

(a) **Composition:** The Architectural Review Committee (the “Committee” or “ARC”) will consist of three or more Association Members appointed by the Board to serve one-year terms. If the Board does not appoint new Committee members, then the terms of the existing Committee members shall automatically renew. Members of the Board may serve on the Committee.

(b) **Professional Advisor:** The Committee may employ subject matter experts, such as architects or land planners, to advise it. At the discretion of the Committee, and with the concurrence of the Board, the advisor may be paid a reasonable fee.

3.2 Architectural Review Procedure:

(a) Construction Subject to Review:

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

(2) Exterior Color and Materials.

(a) The color and materials of all exterior surfaces must be approved by the ARC.

(b) Owners repainting home exteriors must use colors included in the approved color palette. The color palette may be obtained from the Management Company. If the color selected by the owner is among those preapproved by the Association and included in the color palette, no prior Board approval is needed. If the intended color(s) do not appear on the palette, approval must be obtained through the Architectural Review Committee (ARC).

(c) Following its review, the ARC’s recommendations will be submitted to the Board for a final determination.

(d) Repainting a home in the same colors as previously approved does not need ARC approval.

(e) The ARC will review and update/change as needed the approved house exterior color palette at least once a year.

(b) Application: The plans to be submitted to the ARC for approval shall include:

(i) Construction plans and specifications, including all proposed clearing and landscaping;

(ii) Elevations of all proposed improvements;

(iii) Lot survey showing current improvements;

(iv) Any applicable permits obtained from appropriate agencies; or,

(v) Such other items as the Committee requires.

No construction on any Lot shall be commenced, and no Lot shall be modified except in accordance with the submitted plans. Any modification to the approved plans must also be reviewed and approved in advance by the Committee, and ratified by the Board.

Basis for Decision: In making its decisions, the Committee may consider a range of matters relating to the desirability or suitability of the changes or improvements, from aesthetic and visual, to assessments regarding economic impact on the Association. The Committee will not be limited to the specific restrictions and requirements of this Article in making its decisions. Committee decisions are subject to ratification by the Board of Directors.

(d) **Fees:** If the Committee retains an expert, as authorized in Paragraph 3.1, then the Owner shall reimburse the Association for that expert's fees. The Committee may require an applicant to post a security deposit to assure that all work is effected in accordance with approved plans. The Committee may retain the security deposit until all work has been completed in accordance with the approved plans, and has been approved by appropriate agencies and authorities.

(e) **Notification of Approval:** The Board or its designee or agent must notify an applicant in writing of its decision within thirty (30) days of receiving a complete application. The determination of a "complete application" is made by the Board or its designee or agent following the guidelines of this Declaration. If approval or disapproval is not given within thirty (30) days after submission of a complete application, the application will be deemed approved unless the Board notifies the applicant of circumstances requiring an extension beyond thirty (30) days, which extension can be no more than thirty (30) days.

(f) **Enforcement:** If any construction or modification is undertaken which has not been approved or which deviates substantially from the approved plans, the Board or an Owner may bring an action for specific performance, declaratory decree or injunction, and the prevailing party will be entitled to recover all costs of such action including attorneys' fees before or at trial or on appeal. Failure to enforce strictly these provisions as to a particular violation or violations will not be deemed a waiver of the right to enforce these provisions as to future or continuing violations.

3.3 **Liability:** Neither the ARC nor Board will be liable to the Owner or to any other party for ensuring that: the proposed plans comply with applicable building codes; that the plans will not result in defects in the improvements; or, that construction is done in accordance with the plans.

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

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

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

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

Lots 1 through 5 - 2,100 square feet

Lots 6 through 100 - 2,400 square feet

“Floor area” means only enclosed livable floor area and does not include garage, porches (open or with screened enclosures), terraces or patios. Declarant reserves unto itself the right to determine at a later date the minimum square footage for Lot 1 which determination will be made by amendment to this Declaration and will be recorded in the Public Records.

(d) **Garages:** Each dwelling must have an enclosed garage to accommodate at least two (2) and not more than three (3) cars. No carports or single car garages will be permitted. Without prior approval of the ARC/Board, no garage may be permanently enclosed or permanently converted to another use without the substitution of another garage on the Lot meeting the requirements of this Declaration.

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

(f) **Exterior Color and Materials:** The color and materials of all exterior building surfaces must be approved by the Committee. The Committee may promulgate a list of approved colors and materials for this purpose.

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

(h) **Utility Connections:** Connections for all utilities, including, but not limited to, gas, water, sewage, electricity, telephone and television must be run underground from the connecting point to the dwelling in such a manner as is acceptable to the respective utility authority or company and the Committee.

(i) **Air Conditioning Units:** No window or wall air conditioning units will be permitted on any Lot.

(j) **Mailboxes:**

(1) **Responsibility** The Association shall purchase and replace all mailboxes, provided, however, that each Owner shall reimburse the Association for the cost of purchase or replacement and related labor and costs within thirty (30) days of the date that the Association provides the Owner with notice of the cost of purchase or replacement and related labor and costs. The maintenance, repair, and appearance of all mailboxes are responsibilities of the Association. Purchase, repair, and maintenance will be the responsibility of the management company, if any, under the direction and guidance of the Board.

(2) **Specifications.** Specifications for make, model, color, and appearance are established by the Board and administered through the ARC. These specifications are reviewed and changed as needed annually by the Board.

(3) **Mailbox decorations.** Owners may decorate or adorn their mailboxes with appropriate seasonal decorations. Such decorations must not alter the permanent appearance of the mailbox, and must be removed after 14 days.

(4) **Common area landscaping.** Landscaping of common areas between the sidewalks and streets adjoining private property shall be trimmed, edged grass.

(k) **House Numbers.** Owners shall place numbers identifying the property address on the building constructed on the Lot. Such numbers must be made of rustproof metal and not be plastic or stickers.

(l) **Antennae and Aerials.** Owner shall be allowed to place an antenna or satellite dish that is one meter or less in diameter on Owner's property in a location so that no part of the antenna or satellite dish is visible from outside the Owner's dwelling unit. In the event that the indoor installation impairs reception, Owner shall have the right to install the antenna or satellite dish in an area of Owner's Property so that no portion of the antenna or satellite dish is visible from any street or residential unit adjacent to Owner's Property. In the event placement of the antenna or satellite dish in the non-visible location impairs reception, the antenna or satellite dish shall be installed in the least obtrusive location which allows for reception. No antenna or satellite dish of any type may be installed on Common Property. No Owner may install two or more antennas of a single service provider in said Owner's residential unit.

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

- Directional or traffic signs may be installed by the Board.
- Entrance or other identification signs may be installed by or with the consent of the Committee;
- One "For Sale" sign not more than four square feet (as measured on each side of the sign) may be displayed on a Lot by the Owner or the Owner's agent.

(n) **Fences:**

(1) No fences, except as may be required by law or government regulation, may be erected upon any Lot without the prior written approval of the Committee.

(2) Fences must be approved by the Committee and may be limited as to location, height, materials, and style, and must be in compliance with the fencing policy established by the Association from time to time.

(3) Fences shall be located only where indicated on plans approved by the Committee, but in general will only be permitted in the rear and side yards of a Lot. Accordingly, fences will not be permitted closer to the street than 10.0 feet behind the front face of a dwelling located on a Lot. If the front of a dwelling is irregular in design, the Committee will determine the setback requirement for the fences.

(4) These restrictions will not apply to fences constructed along the boundary lines between Millhopper Forest and other properties, along NW 50th Place or NW 57th Street or constructed by the Association to enclose any Common Property.

(o) **Sidewalks:**

(1) Owner shall be responsible for constructing a sidewalk within the right of way adjacent to Owner's Property which runs parallel to the street according to the construction guidelines provided by the Association.

(2) The Association shall maintain the sidewalk for safety following construction of the sidewalk by Owner. The Association's maintenance obligation specifically does not include aesthetics.

3.5 Temporary Structures: No structure of a temporary nature, whether a trailer, tent, shack, garage, barn or any other such building, is permitted on a Lot for longer than 48 hours within any 7-day period. Recreation or utility vehicles actively engaged in loading/unloading or supporting recreational or improvement activities are authorized to park, subject to vehicle parking guidelines, for no more than 48 hours within any 7-day period. This restriction excludes temporary buildings used in connection with and during the construction of a dwelling if approved by the Committee.

3.6 Completion of Construction and Repairs: The improvement of a Lot and the construction, repair or remodeling of any improvement must be diligently and continuously continued once begun and promptly completed. The Committee may impose a fine for each day of violation for work which is not diligently pursued and completed within twelve (12) months

from the date of the first delivery of any materials to the site of construction. This is in addition to all other remedies available to the Committee. The Committee may, as a condition of approval, impose a different deadline for completion of construction and impose a fine of an amount not to exceed \$100.00 per day for each day work is not completed within that deadline.

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

3.8 Trees:

(a) Beautiful trees and landscaping that complement the natural beauty of our neighborhood are important contributors to both aesthetics and economic value.

(b) Owners must use reasonable care to preserve, in good health, all trees on their property.

(c) Tree removal:

(i) Alachua County Unified Land Development Code (ULDC) regulations state which trees are regulated by the County and who requires a permit. Owners are responsible for their knowledge of and compliance with these regulations. No trees covered by these regulations may be removed, cut down or destroyed without the prior approval of the Committee except where such tree poses an immediate danger to life or property.

(ii) County permits are required prior to removing trees over 20" diameter (~63" circumference) measured at 4.5' above ground level, or Nonnative trees, laurel oaks and water oaks over 30" in diameter (~94.25" circumference) measured at 4.5' above ground level. Owners are required to show proper permitting prior to removing trees subject to county regulations.

(iii) The Committee may require an Owner to replace removed trees with a healthy tree(s) comparable in type to the tree(s) that was removed to help ensure and retain the "forest" character of the neighborhood.

(d) Tree pruning:

(i) Trees may be pruned without a permit, however, it is prohibited to excessively prune trees that results in an unnecessary reduction of shade [407.47(d)].

ARTICLE IV. USE OF PROPERTY; INDIVIDUAL LOTS

The provisions in this section regarding the use of Lots help maintain and enhance property values; sustain and improve the neighborhood's quality of life; help ensure the safety and security of its Members and their guests; and, to limit uses which may be a nuisance or have an adverse impact to other Owners.

4.1 **Residential Use:** No business or commercial building may be erected on any Lot, and no business or commercial activity that is detectable from the street may be conducted on any Lot.

4.2 Leasing:

(a) For the purpose of this paragraph, the term "lease" or "leases" shall mean a lease, sublease, or similar disposal of interest, even if only on a temporary basis.

(b) Leasing of Lots is permitted but only for terms and renewal of terms of not less than seven (7) months. All leases must be of the entire Lot and all improvements located thereon.

(c) Tenants must agree to be bound by the requirements of this Declaration, the rules and regulations, and other governing documents of the Association and Owners will be liable for any violation of the governing documents by their tenants. The Owner shall provide the tenant(s) and subtenant(s) with a copy of all governing documents, including the rules and regulations. All leases must include a clause or addendum that provides for the tenant(s) or subtenant(s) to receive copies of all association governing documents and amendments thereto and requires tenant(s) or subtenant(s) to comply with the Association's governing documents. The Association may adopt a form that may be used for this purpose.

(d) Owners must notify the Association or its agent or designee when the lease is signed, provide a copy of the lease, confirm that the lessee has been informed of the covenants and given a copy, and provide appropriate personal information regarding the lessees, e.g., names, address, email, telephone.

4.3 **Maintenance of Exteriors:** The exterior of all structures, including all fixtures attached thereto, and grounds, including hardscape and landscape, shall be maintained and kept neat and clean, in first class condition and state of repair, and otherwise in accordance with the guidelines established by the Board of Directors. More specifically, the Owner of each residence shall have his or her roof and gutters regularly and competently cleaned and maintained, so as to eliminate dirt, debris, and mildew. The owners of each residence shall also have the residence competently

repainted as frequently as necessary to maintain the exterior appearance of each such residence shall be maintained in a fresh and well maintained fashion.

4.4 Noxious Vegetation: No Owner may permit the growth of noxious weeds or vegetation upon the Owner's Lot or upon the land lying between the street pavement and the front lot line of the Owner's Lot. All unimproved areas of a Lot must be maintained in an attractively landscaped and sightly manner. The Association may impose a fine for each day of a violation of this Section 4.5.

4.5 Litter, Trash and Garbage: No garbage, trash, refuse or rubbish may be deposited, dumped or kept on any Lot except in closed sanitary containers. Household trash containers must be kept inside a garage or otherwise hidden from public view except on the day designated for pickup, and promptly returned to the proper storage area after pick-up. Commercial trash containers may only be kept on a Lot in conjunction with interior or exterior modifications and with the approval of the ARC.

4.6 Nuisances:

(a) Members have a right to the enjoyment and use of their property, including the right to the unimpaired condition of the property and to reasonable comfort and convenience in its occupation. Nuisance for the purpose of this section, includes any act that would constitute a statutory or common law nuisance and conduct or actions that constitute the unreasonable, unwarranted, or unlawful use of one's property in a manner that substantially interferes with the enjoyment or use of another Owner's property, without an actual trespass or physical invasion to the land.

(a) Nuisances may include, but are not limited to:

- Failing to clean up after dogs and/or allowing dogs to run around off leash.
- Leaving holiday decorations up for more than two months before or one month after a holiday or leaving mailbox decorations up for more than 14 days.
- Loud noises-radio, pets barking, screaming, etc.
- Odors.
- Parking-blocking in neighbors' cars, parking on others' property, etc.

(c) No Owner may cause or permit unreasonable sights, noises, or odors on the Owner's Lot.

(d) No Owner may commit or permit any nuisance, or illegal activity or anything which may be an annoyance or a noxious or offensive activity to the other Owners or their guests.

(e) Soliciting within Millhopper Forest is strictly prohibited without the approval of the Association.

4.7 Parking of Wheeled Vehicles and Boats:

(a) Boats and boat trailers must be kept completely inside a garage when not actually being prepared for use or immediately following recreational use during cleanup and stowage. Boats and boat trailers shall not be parked elsewhere on a Lot or on a street within the Plat.

(b) Private cars or private trucks owned by an Owner or an Owner's guest(s), invitee, tenant, or sub-tenant, or tenant's guest(s), may be parked in the Owner's driveway. These private cars and/or trucks shall not display commercial signs and shall not impede vehicular or pedestrian traffic on the street or sidewalk. Parking in the street should be for special circumstances, e.g., driveway repairs, or other maintenance work that requires more room. Repeated, habitual street parking does impair street access and constitutes a safety hazard. Private cars or trucks that display commercial signs shall be parked completely inside a garage.

(c) Commercial Vehicles may be parked in a street or driveway when necessary for providing services to an Owner, or for pickup and delivery service.

(d) Recreational vehicles, travel trailers, trailers and campers may be parked in the driveway of a Lot for up to a total of forty-eight (48) hours per week for loading and unloading only and never for dwelling purposes. At all other times, recreational vehicles, travel trailers, trailers and campers shall be parked completely inside a garage

(e) No Vehicles may be repaired or maintained on or adjacent to a Lot except within a garage.

(f) Vehicles engaged in construction of subdivision improvements or dwellings on behalf of an Owner or the Association will be permitted within Millhopper Forest.

4.8 Garage Doors: Garage doors shall be kept closed except when in use.

4.9 Pets:

(a) A "household pet" is a dog, cat or other common domestic animal approved by the Committee.

(b) Up to three "household pets" may be kept on a Lot. All other pets and animals are strictly forbidden.

(c) In no event may pets be kept, bred or maintained for any commercial purpose.

(d) Each Owner or tenant will be strictly responsible for the behavior of household pets. An Owner or tenant may not permit a household pet to become a nuisance or annoyance to other Owners.

(e) Each Owner or tenant will immediately collect and dispose of waste and litter from the Owner's or Tenant's pets. If an Owner or Tenant fails to comply with this provision, then the Association may impose fines and may suspend use of Lots (other than that Lot owned by the Owner) and Common Property for dog walking purposes. This provision shall not be construed to limit the Association's remedies regarding this or any other violation of the Association's governing documents.

(f) Each Owner or tenant shall comply with all applicable municipal codes or ordinances.

(g) The Association may adopt rules defining the term "other common domestic animal" and other rules regarding household pets, including rules regulating household pets on Common Property, on Lots, and within buildings and structures constructed on Lots.

4.10 Rights of Association to Effect Repair, Maintenance and Removal:

(a) If an Owner fails to undertake the necessary repair, maintenance or removal within five (5) days of notice of a violation of Section 4.4, 4.5, or 4.6 above, or fails to complete the work within fifteen (15) days of the notice, the Association may effect the repairs or maintenance to the Owner's Lot in order to preserve the beauty, quality and value of neighborhood, the costs of which plus a fifteen percent (15%) administrative fee shall be payable by the Owner to the Association.

(b) If the Owner fails to make this payment within five (5) days of demand, the costs and fee will constitute an Individual Lot Assessment against the Owner's Lot.

(c) Each Owner grants the Association and its respective contractors, employees and agents a perpetual easement to enter upon the Owner's Lot to carry out the work and releases said parties from all liability with respect to such work.

(d) In addition, the Association may impose a fine for each day of a violation of Section 4.4, 4.5, 4.6, 4.7, and 4.9.

ARTICLE V COMMON PROPERTY

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

5.1 Title to Common Property:

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

(b) **Conveyance:** The Association is authorized to buy or lease real or personal property to be added to the Common Property. The Association may sell or lease any part of the Common Property with the approval of fifty percent (50%) of the Members; however, membership approval is not needed for the Board to sell personal property or to grant easements on real property.

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

5.2 Maintenance: Management Contracts:

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

(b) **Management Agreements:** The Association may contract as appropriate and needed for the performance of all or any portion of the management of the Association and the Association's maintenance and repair obligations. Management costs will be included within the General Assessments.

The property manager for the Association, its employees, officers, contractors and assignees will have the right to use the Common Property without liability for Assessments or other charges as more particularly specified in the Management Agreement.

5.3 Capital Improvements: The Association may make capital improvements to the Common Property and may modify the uses of the Common Property, subject to approval of fifty percent (50%) of the Members.

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

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

5.6 Rules for Use of Common Property:

(a) Members will have the right to use the Common Property only in accordance with rules and guidelines established by the Association.

(b) The Rules may establish limitations on use of the Common Property by a Member's guests and lessees and provide for the imposition of a fee or charge for use of certain facilities, provided such fee or charge is uniformly assessed.

(c) No Member will be entitled to any rebate or reduction in the Member's Assessments as a result of any restrictions imposed on the Member's use of the Common Property.

(d) The Rules will be kept by the one designated by the Association to maintain the records of the Association, and copies will be made available to any Member requesting them. The Association may collect a reasonable charge for such copies.

5.7 Drainage System Located in Common Property: The Association will be responsible for maintenance of the Drainage System. Maintenance means the exercise of practices which allow the system to provide drainage, water storage, conveyance and other storm water management capabilities as permitted by the St. Johns River Water Management District and the local government jurisdiction. The Association will be responsible for such maintenance and operation but only as it may pertain to the Common Property. Any repair, modification or reconstruction of the Drainage System shall be only as permitted by the St. Johns River Water Management District and the local government jurisdiction.

ARTICLE VI: GRANT AND RESERVATION OF EASEMENTS

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

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

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

(a) **Utilities:** Easements for ingress, egress, installation, replacements, repair and maintenance of all public and private utilities and conveniences upon all property subject to Public Utility Easements as shown on the Plat; across, over, through and under the Common Property; and five feet (5') in width along the front, rear and side line of each Lot. This easement shall automatically be deemed abandoned as to the interior side Lot lines where two (2) or more Lots are combined into a single Lot.

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

(c) **Fences:** Easements for ingress, egress, installation, replacements, repair and maintenance of all Association installed fences and walls; across, over, through and under the Common Property; and ten feet (10') in width along the rear and side line of each Lot. Provided, however, that the Association is only responsible for maintaining the fences constructed by the Declarant or the Association that abut NW 57th Street or NW 50th Place follow the neighborhood's external boundaries, as shown on the plat.

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

ARTICLE VII: ASSOCIATION ORGANIZATION

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

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

7.3 Board of Directors:

(a) **Number:** The affairs of the Association shall be managed by a Board of five (5) directors. This increase shall be effective upon recording of the amendment increasing the number of Board members and the then-current Board may appoint to fill the two vacancies created by the amendment. Those two appointed directors shall serve until the next annual meeting, at which time the Members shall elect directors to fill those two positions for a term of two years each.

(b) **Term of Office:** The members shall elect the directors for a term of two (2) years each, as provided in the Articles of Incorporation. Each director shall hold office for the term for which said director is elected and until said director's successor shall have been elected and qualified or until the director's earlier resignation, removal from office or death.

(c) **Qualifications:** Each director must be a Member. If a director ceases to be a Member during his/her term of office, such person will automatically be removed from the Board effective upon such occurrence.

(d) **Voting Procedure:** At each annual meeting, the Members will elect the directors to replace the directors whose term of office is then expiring. No cumulative voting will be permitted. The candidate(s) receiving the highest number of votes will be declared elected.

(e) **Removal:** Any director may be removed from office, with or without cause, by at least a majority vote of the Members. In the event of the death, resignation or removal of a director, the director's successor shall be selected by the remaining directors and shall serve for the unexpired term of the director's predecessor.

(f) **Vacancies:** Replacement of Directors: Any vacancy occurring on the Board may be filled for the remainder of the term by a majority vote of the remaining Board members. If the

remaining Board members do not constitute a quorum, a special meeting of the Association to elect new members to the Board may be called by any officer or Member.

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

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

ARTICLE VIII OPERATION OF ASSOCIATION AND BOARD

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

8.1 Annual Meeting:

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

(b) **Quorum:** Voting at an annual meeting requires the presence of Members (in person or by proxy) representing thirty percent (30%) of the total votes.

(c) **Notice:** Notice of the annual meeting shall be given by (i) mailing a notice to each Member at the last address furnished to the Association; (ii) delivering a notice to the Member's dwelling or Lot; or (iii) posting conspicuous notices for the meeting at a place designated by the Association. Notice shall be given at least fourteen (14) days prior to the annual meeting.

8.2 Board Members:

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

(b) **Quorum:** Voting at a Board meeting requires the presence of at least one-half (1/2) of the directors (in person or by proxy). Except as prohibited by law, action required to be taken by vote of the Board may be taken in the absence of a meeting by obtaining the written approval of a majority of the Board.

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

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

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

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

ARTICLE IX: ASSOCIATION BUDGET

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

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

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

- (a) The cost of wages, materials, insurance premiums, services, supplies and other expenses for the rendering of all services required or permitted under this Declaration;
- (b) Reasonable amounts for working capital for the Association and for reserves;
- (c) Fees for professional management of the Association, legal counsel, and accounting;

- (d) Taxes, if the Common Property is taxed separately from the Lots; and,
- (e) An estimate of revenues from the General Assessment.

9.3 Reserves: The Association shall accumulate and maintain adequate reserves for working capital, contingencies and replacements to be included in the Budget and collected as part of the annual General Assessment. Extraordinary expenses not included in the Budget will be charged first against the reserves for repairs or replacement of particular items for which the reserves were established. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose.

If an excess of reserves exists at the end of a fiscal year, such excess may be used to reduce the following year's assessments.

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

9.4 Preparation and Approval of the Budget:

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

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

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

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

9.8 Amendment of Budget: The Board may amend the Budget during any fiscal year and increase the amount of the annual General Assessment for such year if it appears that income will be insufficient to meet the obligations of the Association. If such action is taken, then the Membership will be notified, in writing, within fifteen (15) days of the date such action is taken.

ARTICLE X: COVENANTS TO PAY ASSESSMENTS

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

10 .1 Obligation for Assessments: Each Owner, by acceptance of a conveyance of a Lot, is deemed to covenant to pay to the Association its share of the following assessments (collectively, "the Assessments"):

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

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

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

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

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

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

10.5 Individual Lot Assessments: The Association may at any time levy an Individual Lot Assessment against any Lot for the purpose of defraying, in whole or in part, the cost of any special services to that Lot or any other charge designated in this Declaration as an Individual Lot

Assessment. An Individual Lot Assessment may be levied on account of any legal expenses (including those incurred at trial or on appeal) and costs incurred by the Association in enforcing this Declaration or in enforcing any other declaration the Association is authorized to enforce.

10.6 Effect of Nonpayment of Assessment Remedies:

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

(b) **Creation of Lien:** The Assessment Charge shall also be a continuing lien in favor of the Association upon the Lot against which the Assessment Charge is made, which lien is effective upon recording of a claim of lien but relating back to and having a priority as of the date of this Declaration. The lien will secure the Assessment Charge which is then due and which may accrue subsequent to the recording of the claim of lien and prior to entry of final judgment of foreclosure. The lien is subject to the subordination provisions of Section 10 (d).

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

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

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

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

ARTICLE XI: INSURANCE AND INDEMNITY

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

11.1 Review of Coverage: At least annually, the Board shall assess and review the types and limits of coverage needed.

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

11.3 Public Liability: The Board shall obtain public liability insurance in such limits as the Board may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Property. Wherever practical, such insurance shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board or other Owners.

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

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

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

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

ARTICLE XII: AMENDMENT

12.1 **Amendment:** This Declaration may be amended by consent of Owners of fifty percent (50%) or more of the Lots as evidenced by recording in the Public Records an instrument effectuating such amendment.

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

ARTICLE XIII: ENFORCEMENT

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

13.1 **Remedies.** If any person or entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for any Owner or the Association to: (a) prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction, or (b) maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction, for the purpose of preventing, or enjoining all or any such violations or attempted violations.

(c) The remedies contained in these provisions shall be construed as cumulative of all other remedies now or hereafter provided by law or this Declaration. Such enforcement may also be by official act of the St. Johns River Water Management District, in accordance with the permit issued by said agency at the time of platting Millhopper Forest. The failure of the Association or an Owner, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

13.2 **Lessees to Comply with Declaration, Articles and Bylaws: Effect on Non-Compliance.** All tenants shall be subject to the terms and conditions of this Declaration, the Bylaws, the Articles of Incorporation, and the rules and regulations promulgated thereunder as though such tenant were an Owner. Each Owner agrees to cause said Owner's lessee, occupant, or persons living with such Owner or Owner's lessee to comply with the Declaration, Bylaws, Articles and the rules and regulations promulgated thereunder, and is responsible and liable for all violations and losses caused by such tenants or occupants notwithstanding the fact that such occupants of the Lot are also fully liable for any violation of the documents and regulations.

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

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

13.4 Additional Enforcement Provisions.

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

(b) **Procedure.**

(1) Any Owner who wishes to report a violation of these restrictions or of the rules and regulations shall do so in writing to the Board.

(2) The complaint should include as much of the following information as feasible to help facilitate the Board's review: date/time of alleged violation; violation situation/circumstances; data, nature and circumstances of the alleged violation; description of the facts to include who was involved in the violation; a description of the alleged violation; the location of the alleged violation; the time and date that the violation was discovered or occurred; the specific covenant, rule, or regulation being violated the name and address of alleged violator; and the name and address of complainant.

(3) The Board shall investigate the complaint and assess the circumstances of the allegations and the extent to which they constitute a violation of the Association's covenants, rules, and restrictions.

(4) If the complaint is determined to be well founded, the Board shall write a letter to the offending Owner, tenant, guest or invitee. Such letter shall set forth the infraction and a time period within which such Owner shall comply with these restrictions and/or rules and regulations.

(5) In the event the Owner does not comply by the date set forth in the Board's letter, the Board may take any of the enforcement actions set forth herein.

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

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

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

(3) **Fines.** The association may levy reasonable fines. A fine may not exceed \$100 per violation against any member or any member's tenant, guest, or invitee for the failure of the owner of the parcel or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association unless otherwise provided in the governing documents. A fine may be levied by the board for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$1,000 in the aggregate unless otherwise provided in the governing documents. A fine of less than \$1,000 may

not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from the non-prevailing party as determined by the court.

(4) **Payment of Fines.** Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of penalties.

(5) **Collection of Fines.** A fine of less than \$1,000.00 may not become a lien on a parcel. A fine is subject to the provisions for collection of assessments and enforcement of liens, if applicable, as set for in Article X herein.

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

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

ARTICLE XIV: GENERAL PROVISIONS

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

14.2 **Release from Minor Violations:** The Board shall have the right but not the obligation, by written instrument, to release a Lot from minor violation(s) of this Declaration or the Plat including, without limitation

(i) Encroachments into easements;

(ii) Encroachments over building restriction lines.

(iii) Construction of less than the required minimum square footage for the dwelling provided that the square footage is at least ninety-five percent (95%) of the required minimum.

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

14.4 **Notices:** Notices shall be deemed to have been given or made as to Owners when posted at the Owner's dwelling, or mailed first-class, postage prepaid to the Owner's address

maintained by the Association, or when posted at the Common Property if the notice is applicable to all Owners.

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

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

14.7 Severability: Governing Law: Amendment to Laws: In the event any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, such judicial determination shall not affect any of the other provisions of this Declaration, which shall remain in full force and effect. Without limiting the foregoing, the invalidation of any of the covenants, restrictions, terms or conditions of this Declaration or a reduction in their term by reason of the legal rule against perpetuities shall not affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law. This Declaration shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to choice of law rules.

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

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

ARTICLE XV: PROVISIONS OF SUPPLEMENTAL DECLARATIONS

15.1 2004 Supplemental Declaration: Pursuant to the terms of the Supplemental Declaration to the Declaration of Conditions, Restrictions and Easements for Millhopper Forest, recorded at Official Records Book 2880, Page 222, Public Records of Alachua County, Florida:

15.1.1. The Ingress Egress Easement shall be for the exclusive use of Lot 1 of Millhopper Cave and the maintenance of the retention area or basin. The owner of such lot shall be solely responsible for the landscaping and construction and maintenance of improvements within the Easement.

15.1.2. Architectural control of construction of a residence upon Lot 1 shall reside in the Architectural Control Committee as set forth in the Covenants and Restrictions of Millhopper Forest and such construction shall be restricted to only one single family residence and appurtenant buildings.

15.1.3. The Owner of Lot 1 shall be subject to all assessments as the other property the subject of the Declaration, provided however, that such assessments shall not begin until the first day of the first month following the issuance of a certificate of occupancy by appropriate governmental authority for a residence constructed upon said Lot 1 ..

15.1.4. Voting rights shall inure to the Owners of Lot 1 upon commencement of assessments.

15.2 2001 Supplemental Declaration: Pursuant to the terms of the Declaration for Annexation of Additional Property to Millhopper Forest Declaration of Conditions, Restrictions and Easements, recorded at Official Records Book 2345, Page 986, Public Records of Alachua County, Florida:

15.2.1. Common Property Those lands and improvements designated on the Plat as “Common Area, “ and “Drainage Easement” and “Public Utility Easement” and “Common Area and Wetland Buffer,” “Ponding Areas and Common Area” and Vegetated Natural Buffer” shall be Common Property as that term is defined in the Article I, Section 1.6 of the Declaration. The costs of operation, maintenance and improvements of said property shall be borne solely by the Association.

15.2.2. Minimum Floor Area The minimum floor area of any residential unit constructed on any Lot within the Property shall not be less than as provided below:

Phase 1 B, Lots 32-40 - 2,400 square feet

Phase 1 B, Lots 41-57 - 2,700 square feet

15.3.3. Flood Zone Designation for Phase 1A Lots Pursuant to the Federal Emergency Management Agency (FEMA) letter dated February 26, 2001, the flood zone determination for Lots 1-6, 14-16 and 19-29 of Millhopper Forest, Phase IA are now located in Zone “C” rather than Zone “A” The FEMA letter and all applicable documentation related to the Redesignation of Flood Zone are attached as Exhibit “A” to the Declaration for Annexation of Additional Property to Millhopper Forest Declaration of Conditions, Restrictions and Easements, recorded at Official Records Book 2345, Page 986, Public Records of Alachua County, Florida and incorporated herein by reference. Additionally, a revised site plan showing the revised flood plain elevations and enlarged copies of the respective basins located in Phase 1A and 1 Bare attached hereto to the Declaration for Annexation of Additional Property to Millhopper Forest Declaration of Conditions, Restrictions and Easements, recorded at Official Records Book 2345, Page 986, Public Records of Alachua County, Florida as Exhibit “B” and incorporated herein by reference.

Remainder of page intentionally blank. Signature pages follow.

IN WITNESS WHEREOF, the President of the Board of Directors has caused this Amended, Consolidated and Restated Declaration of Covenants, Conditions, Restrictions and Easements to be recorded the day and year first written above.

Signed, sealed, and delivered
in the presence of:

Millhopper Forest Homeowner’s Association,
Inc., a Florida not by profit corporation

Witness name:

By: _____
Gary Jones, President

Witness name:

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this _____ 2019, by Gary Jones, as President of Millhopper Forest Homeowner’s Association, Inc., a Florida not for profit corporation, who executed the same on behalf of said corporation, and who [] is personally known to me or who produced _____ as identification.

(seal)

Notary Public – State of Florida

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
99 FEB 17 PM 3:03

EXHIBIT "A"

ARTICLES OF INCORPORATION

OF

MILLHOPPER FOREST HOMEOWNER'S ASSOCIATION, INC.

By these Articles of Incorporation, the undersigned Subscriber forms 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 the corporation shall be **MILLHOPPER FOREST HOMEOWNER'S ASSOCIATION, INC.**

ARTICLE II

DURATION

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

ARTICLE III

DEFINITIONS

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

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

3.3 **"Association"** shall mean and refer to MILLHOPPER FOREST HOMEOWNER'S ASSOCIATION, INC., a Florida Not-for-Profit corporation, its successors or assigns.

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

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

3.6 "Common Property" shall mean and refer to those lands and any improvements thereon designated as "Common Open Space," "Common Area Right-of-Way and Public Utility Easement," "Common Open Space and Drainage Easement," "Common Open Space and Landscape Buffer," "Common Open Space and Protected Area" and "Undisturbed Common Open Space" on the Plat, which said lands or facilities are intended to be devoted exclusively to the use and employment of the Owners of the Lots located within San Felasco Estates. The costs of operation, maintenance and improvements of Common Property shall be borne solely by the Association as set forth in the Declaration.

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

3.8 The "Declaration" shall refer to the Declaration of Covenants, Conditions, Restrictions and Easements for Millhopper Forest, executed as of August 16, 1999, and recorded at Official Records Book 2249, page 2 of the Public Records of Alachua County, Florida, and as amended from time to time.

3.9 "Lot" shall mean a residential Lot in Millhopper Forest.

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

3.11 **"Plat"** shall mean the plat filed for record of Millhopper Forest, a Cluster Development recorded in the Public Records of Alachua County, Florida.

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

ARTICLE IV

PRINCIPAL OFFICE

The principal office of the Association is located at 901 NW 57th Street, Gainesville, FL 32605.

ARTICLE V

REGISTERED OFFICE AND AGENT

DENISE LOWRY HUTSON, whose address is 703 NE 1st Street, Gainesville, FL 32601 is hereby appointed the initial registered agent of the Association, and the registered office shall be at said address.

ARTICLE VI

PURPOSE AND POWERS OF THE ASSOCIATION

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

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

A. To fix and make assessments and collect the assessment by any lawful means;

B. To borrow money as authorized by the Board of Directors for the benefit of the Association;

C. To use and expend the proceeds of assessments and borrowings in a manner consistent with the purposes for which the Association is formed;

D. To review plans and specifications of proposed improvements to determine whether said improvements comply with the Declaration;

E. To maintain, repair, replace, operate and care for real and personal property, including without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surface management works and preservation or conservation areas, wetlands and wetland mitigation areas owned by the Association or the Owners in common in a manner consistent with the permit issued by the St. Johns River Water Management District and the local government jurisdiction and the operation and maintenance plan attached thereto;

F. To levy and collected adequate assessments against the owners of the Association for the costs of the Association for the costs of maintenance and operation of the surface water or stormwater management system/drainage system.

G. To purchase and maintain insurance;

H. To make, amend, impose and enforce by any lawful means reasonable rules and regulations for use of the Common Areas, Association property and Lots;

I. To contract with others for services;

J. To do and perform anything required by these Articles, the Bylaws or the Declaration to be done by an Owner, but if not done by an Owner in a timely manner, at the expense of Owner; and,

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

The foregoing specific duties and responsibilities are not to be construed in any way as limiting the powers of the Association. Rather, the Association will have and exercise all the powers conferred upon associations so formed.

ARTICLE VII

MEMBERSHIP

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

ARTICLE VIII

BOARD OF DIRECTORS

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

<u>Name</u>	<u>Address</u>
Richard R. Howe	901 NW 57 th Street, Gainesville, FL 32605
James D. Salter	703 NE 1 st Street, Gainesville, FL 32601
Denise Lowry Hutson	703 NE 1 st Street, Gainesville, FL 32601

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

Notwithstanding the other provisions contained in these Articles to the contrary, the Declarant, prior to relinquishing control of the Association or otherwise allowing control to transfer to the Directors of the Association, shall provide at least thirty (30) days' written notice to the St. Johns River Water Management District and the local government jurisdiction that all

terms and conditions placed upon the Declarant by permits or authorizations from the St. Johns River Water Management District and the local government jurisdiction have been satisfied in full, and that transfer is proposed to occur on a specific date.

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

ARTICLE IX

OFFICERS

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

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	Richard R. Howe	901 NW 57 th Street Gainesville, FL
Secretary/Treasurer	James D. Salter	703 NE 1 st Street Gainesville, FL 32607
Vice President	Denise Hutson	703 NE 1 st Street Gainesville, FL

ARTICLE X

INDEMNIFICATION

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

reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

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

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

ARTICLE XI

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

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

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

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

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

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

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

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

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

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

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

h. Alters or repeals any of the Declarant's rights or any provision applicable to the Declarant's right as provided for by any such provision of the Declaration.

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

11.3 Amendment Requiring District Approval Anything contained herein to the contrary notwithstanding, amendments to the Articles or Bylaws which directly or indirectly impact operation and maintenance of the surfacewater management system, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, preservation or conservation areas, or wetlands and wetland mitigation areas which are owned by the Association or the Owners in common may be made only after approval by the St. Johns River Water Management District and the local government jurisdiction. Such approval shall be in the form of a modification to any and all permits issued by the St. Johns River Water Management District and the local government jurisdiction under the lawfully adopted rules of the St. Johns River Water Management District and the local government jurisdiction in effect at the time of application for such modification. Amendments to the Articles or the Bylaws which do not impact operation or maintenance of the system may be made without authorization of the St. Johns River Water Management District and the local government jurisdiction; however, copies of any such amendments shall be forwarded to the District within thirty (30) days of approval.

ARTICLE XII

DISSOLUTION OF ASSOCIATION

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 St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE XIII

SUBSCRIBERS

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

<u>Name</u>	<u>Address</u>
Richard R. Howe	901 NW 57 th Street Gainesville, FL 32605

Denise Lowry Hutson

703 NE 1st Street
Gainesville, FL 32601

ARTICLE XIV

NON-STOCK CORPORATION

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

IN WITNESS WHEREOF, the undersigned Subscriber has caused these presents to be executed as of the 9th day of February, 1999.

Signed, sealed and delivered
in the presence of:

Patricia M. Youngblood
Print Name Patricia M. Youngblood

[Signature]
DENISE LOWRY HUTSON

Martha S. Kappel
Print Name Martha S. Kappel

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 9th day of February, 1999, by DENISE LOWRY HUTSON, Subscriber to the Articles of Incorporation. Such person(s):

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

Patricia M. Youngblood
Print Name: _____
Notary Public, State of Florida
My Commission Expires: _____

(SEAL)



Patricia M. Youngblood
MY COMMISSION # CC527724 EXPIRES
May 22, 2000
BONDED THRU TROY FAIR INSURANCE, INC.

Serial Number, if any: _____

The foregoing were adopted as the Bylaws of the Millhopper Forest Homeowner's Association, Inc., a non-profit corporation established under the laws of the State of Florida, at the first meeting of the Board of Directors on the 28th day of February, 1999.



RICHARD R. HOWE
Chairman and Director

F:\DENISE\MILL-FOREST\BYLAWS

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

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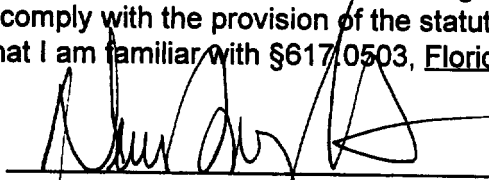
REGISTERED AGENT CERTIFICATE

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

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

ACKNOWLEDGMENT:

Having been named to accept service of process and serve as registered agent for the above-stated corporation at the place designated in this Certificate, the undersigned hereby agrees to act in this capacity and agrees to comply with the provision of the statute relative in keeping open the office and further states that I am familiar with §617.0503, Florida Statutes.



DENISE LOWRY HUTSON

DATED: February 9, 1999

EXHIBIT "B"

BYLAWS OF

MILLHOPPER FOREST HOMEOWNER'S ASSOCIATION, INC.

a Non-Profit Corporation

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

2. **Identity.** These are the Bylaws of Millhopper Forest Homeowner's Association, Inc., a Florida not-for-profit corporation organized pursuant to Chapter 617, Florida Statutes (the "Association").

2.1 **Office.** The office of the Association shall be located at 901 NW 57th Street, Gainesville, Florida 3205, or at such other place as may be designated from time to time by the Board of Directors.

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

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

3. **Members.**

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

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

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

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

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

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

4. Members' Meetings.

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

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

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

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

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

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

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

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

- a. Calling of the roll and certifying of proxies.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading and disposing of any unapproved minutes.

- d. Reports of officers.
- e. Reports of committees.
- f. Appointment of directors.
- g. Appointment of nominating committee.
- h. Unfinished business.
- i. New business.
- j. Adjournment.

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

5. Board of Directors.

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

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

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

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

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

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

5.7 Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a director, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting.

5.8 Duties of Nominating Committee. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine but not less than the number of vacancies that is to be filled. Such nominations may be made from among Members or officers, directors or agents of the Declarant, as the Committee in its discretion shall determine. Separate nominations shall be made for each vacancy to be filled. Nominations shall be placed on a written ballot as provided in Section 5.9 and shall be made in advance of the time fixed in Section 5.9 for the mailing of such ballots to Members.

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

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

6. Meetings of Directors.

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

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

6.3 Action Taken Without a Meeting. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holdings of such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the Association's records and made a part of the minutes of the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

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

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

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

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

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

6.9 Powers and Duties of Board of Directors. All of the powers and duties of the Association existing under Chapter 617, Florida Statutes, the Declaration, the Articles and these Bylaws shall be exercised by the Board of Directors, subject only to approval by Members when such is specifically required.

7. Officers.

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

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

7.3 Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

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

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

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

8. Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles and the Bylaws of the Association shall be available for inspection by any

member at the principal office of the Association, where copies may be purchased at a reasonable cost.

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

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

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

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

b. **Reserve for Deferred Maintenance.** If required by the Board of Directors, there shall be established a reserve account for deferred maintenance which shall include funds for major maintenance items which are the obligation of the Association and which occur less frequently than annually.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.7 Provisions. No amendment shall make any changes in the qualifications for membership nor the voting rights of Members without approval in writing by all Members. No amendment shall be made that is in conflict with Chapter 617, Florida Statutes, or with the Declaration or Articles of Incorporation.

11.8 Amendment Requiring District Approval. Anything contained herein to the contrary notwithstanding, amendments to the Articles or Bylaws which directly or indirectly impact operation and maintenance of the surfacewater management system, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, preservation or conservation areas, or wetlands and wetland mitigation areas which are owned by the Association or the owners in common may be made after approval by the St. Johns River Water Management District and the local government jurisdiction. Such approval shall be in the form of a modification to any and all permits issued by the St. Johns River Water Management District and the local government jurisdiction under the lawfully adopted rules of the St. Johns River Water Management District and the local government jurisdiction in effect at the time of application for modification. Amendments to the Articles or the Bylaws which do not impact operation or maintenance of the system may be made without authorization of the St. Johns River Water Management District and the local government jurisdiction; however, copies of any such amendments shall be forwarded to the District within (30) days of approval.

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

Exhibit C

Millhopper Forest Cluster Development, more particularly described in Plat Book U, Pages 60 and 61 of the Public Records of Alachua County, Florida; and

Millhopper Forest, Phase 1B more particularly described in Plat Book 22, Page 70 of the Public Records of Alachua County, Florida.