

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2124153 37 PGS  
2005 APR 11 04:23 PM BK 3103 PG 392  
J. K. "BUDDY" IRBY  
CLERK OF CIRCUIT COURT  
ALACHUA COUNTY, FLORIDA  
CLERK13 Receipt#231170

AMENDED AND RESTATED

TOWNSEND TRADITIONAL NEIGHBORHOOD

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDED AND RESTATED DECLARATION, made this 8<sup>th</sup> day of April, 2005, by TOWNSEND TND, LLC, a Florida limited liability company, whose post office address is 5201 S.W. 91st Drive, Gainesville, Florida 32608, hereinafter referred to as "the DECLARANT",

WITNESSETH

WHEREAS, the Declarant did on December 26, 2002, execute the Declaration of Covenants, Conditions and Restrictions for Townsend TND and recorded the same in Official Records Book 2588 Page 637, of the Public Records of Alachua County, Florida.

WHEREAS, the Declarant in the Declaration, reserved the right to amend the same from time and now desires to amend and restate the same in its entirety.

Now therefore, Declarant pursuant to the right reserved by Declarant to amend the Declaration, hereby amends and restates the Declaration in its entirety as follows:

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

WHEREAS, it is contemplated that the Property, will be developed as a mixed use and residential and commercial area comprised of various office, retail, institutional, service and other permitted uses ("Permitted Uses") with public and/or private streets, sidewalks, street lights, open spaces, stormwater drainage and retention areas, and other common areas and improvements for the benefit of the owners of lands made subject to the terms of this Declaration;

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the Property values and quality of environment in the Property, the personal and general health, safety and welfare of the owners of the affected lands, and for the maintenance of sidewalks, streets, street lights, wetlands, stormwater drainage and retention areas and improvements, open spaces, landscaping and other common areas and improvements located on the Property, and, to this end, desires to subject the Property, to the covenants, conditions, restrictions, easements, and liens hereinafter set forth, each of which shall be binding upon and run with the title to the Property; and

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

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



**ARTICLE I****DEFINITIONS**

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

a. **"Association"** shall mean and refer to Townsend TND Owners Association, Inc., a Florida not for profit corporation, or its successors and assigns.

b. **"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 this Declaration, the By-Laws, and the Articles of Incorporation of the Association.

c. **"Common Property"** shall mean and refer to all real property and any improvements located thereon, and all personal property, from time to time intended to be devoted to the use and enjoyment of all Members of the Association and maintained by the Association at Common Expense. "Common Property" includes, without limitation, the property described in Exhibit "A" LESS AND EXCEPT those portions thereof conveyed or to be conveyed to the various owners of such portions.

d. **"The Declarant"** shall mean and refer to TOWNSEND TND, LLC, a Florida limited liability company, and its successors and assigns. No successor or assignee of the Declarant shall have any rights or obligations of the Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law.

e. **"Development Plan"** shall mean and refer to the **NON-BINDING, GENERAL SCHEME OF INTENDED USES OF THE PROPERTY** included in Townsend TND Development Plan, as approved by the Planning Department of City of Gainesville, Florida, as amended from time to time and such future property and phases as may be added from time to time.

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

g. **"Unit"** shall mean and refer to each separately described portion of the Property on which improvements are intended to be constructed and which is intended to be occupied whether said site has constructed on it a building or not. Whenever, on one or more Units, there is constructed improvements that are attached and in effect create a common roof for the entire structure on the Units so affected, but which entire structure consists of separate residential units on a single Unit, the boundary of each Unit shall run to the middle of the common or party wall which separates one Unit from the other. Any such attached structures are sometimes hereinafter referred to as "Attached Structures".

h. **"Restricted Common Areas"** shall mean and refer to those areas to be designated by Declarant at such time or times as improvements are placed on any portions of the Property. Declarant reserves the right to make such designations. Said Restricted common Areas shall be primarily for the benefit of the Unit to which Restricted Common Areas have been designated. Nothing contained herein shall prohibit the Association or Declarant, their successors or assigns from exercising any rights as owners of the Restricted Common Areas in the fulfillment of any duties or obligations contained in the Declaration, Supplemental Declaration, the Articles of Incorporation or the Association By-laws. There may be additional or specified assessments associated with the use of Restricted Common Areas charged to the Unit using a Restricted Common Area.

- i. **"Owner"** shall mean and refer to the fee simple title holder of a Unit.
- j. **"The Property"** shall mean and refer to the Property, together with such additional properties as may be annexed thereto, and submitted hereunder from time to time under the provisions of Article II hereof, if and when annexed.
- k. **"Surface Water or Stormwater Management System"** means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to chapters 40c-4, 40C-40, or 40C-42, F.A.C.

## ARTICLE II

### PROPERTY SUBJECT TO THIS

#### DECLARATION AND ADDITIONAL PROPERTY

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

**Section 2. Additional Property.** The Declarant (joined by the owner of the lands if other than the Declarant) shall have the sole right but not the obligation to bring within the scheme of this Declaration, as Additional Property, additional properties within the Development Plan at any time within twenty (20) years from the date this Declaration has been recorded, which annexation may be accomplished without the consent of the Association, its Members, the Owners or occupants of the Property, any mortgage or lienholder, or anyone else.

**Section 3. Method of Annexation.** The additions authorized under this Article shall be made by filing of record a Supplemental Declaration with respect to the Additional Property which shall extend the scheme of the covenants and restrictions of this Declaration to such Additional Property. The Supplemental Declaration shall describe the real property to be annexed and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing property to the scheme of this Declaration and extending the jurisdiction of the Association to the Additional Property. The Supplemental Declaration may contain such terms and provisions not inconsistent with this Declaration as may be desirable to reflect the different character, if any, of the real property being annexed, all of which may be significantly at variance with that of the Property.

Owners, upon recordation of any Supplemental Declaration, shall also have a right and non-exclusive easement of use and enjoyment in and to the Common Property within the real property so annexed and an obligation to contribute to the operation and maintenance of such Common Property within the annexed lands.

Any Supplemental Declaration recorded in accordance with the terms hereof shall be conclusive in favor of all persons who rely thereon in good faith. From and after recordation of any Supplemental Declaration, the Additional Property described therein shall be subject to the provisions of this Declaration and to the jurisdiction of the Association.

As to any Additional Property brought within the scheme of this Declaration, the Owner or the Declarant may also subject such property to a declaration of condominium or other covenants and restrictions not inconsistent with this Declaration, and may create a separate association for the purpose of owning, operating, governing, maintaining or improving Common Property within the Additional Property and performing the functions and fulfilling the obligations of an association. In the event an association is created

with respect to any Additional Property, the Owners in the Additional Property affected by the Supplemental Declaration shall be Members of both the Association and the new association formed.

**Section 4. Adjustment for Additional Property.** If additional property is added, the voting rights, assessment obligations and the like shall be adjusted accordingly.

### ARTICLE III

#### STRUCTURE, POWERS AND DUTIES OF, AND MEMBERSHIP AND VOTING RIGHTS

#### IN THE ASSOCIATION

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

**Section 2. Membership.** The Declarant and each Owner shall be Members of the Association.

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

**Section 3. Voting Rights.** Declarant intends to provide for a total of 99 single family lots in a Phase I to be occupied for the Permitted Uses. The Association shall have two (2) classes of voting membership:

a. **Class "A".** Class "A" Members shall be all Owners of Units, with the exception of the Declarant. The Vote allocated to the Class "A" members shall be the percentage of the square footage of a Unit to the total square footage of 36,000 or such actual square footage as is constructed.

b. **Class "B".** The Class "B" Members shall be the Declarant and any successor of the Declarant who takes title to and to whom Declarant assigns in writing one or more of the Class "B" votes. Upon the execution of this Declaration, the Class "B" Members shall be entitled to three (3) times the percentage of the square footage of the Unit owned by Declarant bears to the total square footage of 36,000 or the actual square footage constructed. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the later of the following:

(i) When the total outstanding Class "A" votes in the Association equal the total outstanding Class "B" votes; or

(ii) Twenty (20) years from the date of recording this Declaration.

(iii) When, in its discretion, the Declarant so determines.

From and after the happening of any one of these events, the Declarant shall call a meeting of the Association as provided in the By-laws for special meetings to advise the Association membership of the termination of Class "B" status.

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

**Section 4. Multiple Owners.** Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed, unless a Class "B" vote. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. Upon the purchase of a Unit where there are multiple Owners or there is a non-individual Owner the same shall at the time of purchase deliver to the Secretary of the Association a written statement designating who will act for the Owner. This will prevail until a change in writing has been delivered to the Secretary signed by all owners. If a Unit is owned by more than one person or entity, the person entitled to cast the votes for the Unit shall be designated by a certificate signed by all of the record Owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a general or limited partnership, the person entitled to cast the votes for the Unit shall be designated by a certificate of appointment signed by one of the general partners and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the votes for the Unit shall be designated by a certificate of appointment signed by the President or Vice President of the corporation and filed with the Secretary of the Association. If a Unit is owned in trust, the person entitled to vote for the Unit shall be designated by a certificate of appointment signed by the trustee of record for the trust and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the votes of a Unit may be revoked in writing by an Owner thereof. Provided, however, that no Unit shall vote in excess of the voting rights allocated to that Unit pursuant to the Declaration.

**Section 5. Duties, Powers and Authority of the Association.** 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 the Articles of Incorporation, the By-laws, or this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, assigned, required or permitted to be done by this Declaration, any Supplemental Declaration, the Articles of Incorporation and the By-laws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration, and improvement of the Common Property.

**Section 6. Surface Water of Stormwater Management System.** The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system and the wetlands as designated by the St. Johns River Water Management District. Maintenance of the surface water or stormwater management system(s) and the wetlands shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system and the wetlands, shall be permitted, or if modified as approved by the St. Johns River Water Management District.

#### **ARTICLE IV**

#### **PROPERTY RIGHTS IN THE COMMON PROPERTY**

**Section 1. Member's Easements of Enjoyment.** Subject to the provisions of this Declaration, the Association, the Declarant (until the Declarant transfers ownership of the last Unit owned by Declarant) and every Member of the Association shall have a non-exclusive right, license, privilege and easement for use and

enjoyment in and to the Common Property and such rights shall be appurtenant to and shall pass with the title to every Unit in the Property. Said rights shall include, but not be limited to, the following:

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

**Section 2. Title to Common Property.** The Declarant may retain the legal title to all or any portion or portions of the Common Property until such time as it has completed improvements within the Property and until such time as, in the opinion of the Declarant, the Association is able to maintain the same. The Declarant may convey or turn over certain portions of the Common Property and retain others. The Declarant hereby covenants for itself, its successors and assigns, that it shall convey to the Association all then-existing and completed Common Property located within the Property no later than at such time as Declarant has conveyed to Owners fee simple title to ninety percent (90%) of the individual Units. Said conveyances shall be free and clear of any mortgage lien. The conveyance of the Common Property to the Association shall be deemed to contain the following covenant which shall run with the land, whether or not specifically set forth in said conveyance, and shall be binding upon the Association, its successors and assigns, for so long as such property shall remain subject to this Declaration:

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

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

- a. The Association, subject to the rights of the Declarant and the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Property and all improvements thereon.
- b. The right of the Declarant without Owner or Association approval to grant or dedicate to any Owner, to any governmental agencies and/or to any utility companies, and to reserve, easements and rights-of-way, in, through, under, over and across the Common Property for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, telephone, electricity, and other utilities, and for the completion of the development and for such other purposes as the Declarant shall determine. No improvement or material may be placed upon any such an easement as may damage or interfere with the installation, maintenance and operation of utilities or that may change the direction, or affect the flow of drainage.
- c. The easements and rights of the Declarant reserved by this Declaration.
- d. The right of a Unit Owner to the Restricted Common Area which encompasses use and enjoyment of that Owner's Unit.

**Section 4. Easement Reserved to the Declarant Over Common Property.** The Declarant hereby reserves to itself and its successors and assigns, such licenses, rights, privileges and easements in, through, over, upon and under all Common Property, including, but not limited to:

(1) the right to use the said properties for rights-of-way and easements to erect, install, maintain, inspect and use electric and telephone poles, wires, cables, conduits, sewers, water mains, pipes, telephone, and electrical equipment, gas, cable television, drainage facilities, ditches or lines, or other utilities or services and for any other materials or services necessary or convenient for the completion, marketing, and use and enjoyment of the Property;

(2) the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, convenience, safety and appearance;

(3) the right to locate thereon wells, pumping stations and irrigation systems and lines;

(4) the right and easement of ingress and egress for purposes of development, construction and marketing; and

(5) such other rights as may be reasonably necessary to complete in an orderly and economic manner the development of the Property; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility, development, or service. The Declarant also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage and other utility lines which may from time to time be in or along the streets and roads, or within the Common Property, easements or green belts, or to grant such rights to others. Finally, the Declarant reserves the right to use the Common Property in its efforts to market the Property. The easements and rights-of-way herein reserved shall continue in existence in favor of the Declarant after conveyance of Common Property to the Association until such time as the Declarant has sold all Units or twenty (20) years whichever last occurs. This Section may not be amended without the written consent of the Declarant.

**Section 5. Beneficiaries of Easements, Rights and Privileges.** The easements, licenses, rights and privileges established, created and granted by this Declaration shall be for the benefit of the Association, the Declarant, and the Owners, all as more specifically set forth elsewhere in this Declaration, and any Owner or the Declarant may also grant the benefit of such easement, license, right or privilege to tenants and guests for the duration of their tenancies or visits, but the same are not intended nor shall they be construed as creating any rights in or for the benefit of the general public.

**Section 6. Easement for Encroachments.** In the event that any portion of any roadway, walkway, parking area, driveway, water lines, sewer lines, utility lines, sprinkler system, building or any other structure or improvement as originally constructed encroaches on any Common Property, the Owner of such Unit or the Association, as the case may be, may grant a perpetual easement to the Owner of the adjoining Unit, or the Association, as the case may be, for the continuing maintenance and use of such encroaching improvement or structure. As to Attached Structures, to the extent any portion of the improvements on a Unit encroach onto an adjacent Unit or onto Common Property, the owner of the Unit that in fact encroaches, is likewise granted a perpetual easement by the owner of the Unit or the Association as the case may be, on which the Unit encroaches. The foregoing shall also apply to any replacements of any such improvements or structures if same are constructed in substantial conformity with the original structure or improvement. It is the intent and purpose of this provision that if such encroachment is minor in nature, non intentional and does not materially and adversely affect the party to be charged with the easement in the full use of that party's property that such an easement be granted.

**Section 7. Right of Declarant or Association to Alter Common Property.** The Development Plan may be amended by the appropriate governmental authority from time to time to reflect actual buildings to be

constructed. The Declarant may and is hereby authorized to amend the legal description of a Unit and/or the Common Property to reflect the actual construction of an improvement on a Unit.

#### ARTICLE V

#### INSURANCE AND CASUALTY LOSSES

The Association's Board of Directors shall have the obligation to obtain insurance for insurable improvements on the Common Property owned by it, against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, and to obtain public liability policies covering the Association, Declarant and/or its designee, and its Members for damage or injury caused by the negligence of the Association, Declarant and/or its designee, or any of its Members or agents, and, if reasonably obtainable, directors' and officers' liability insurance, and to obtain any and all other types of insurance coverage with respect to such risks or persons as shall be deemed necessary or appropriate by the Board of Directors. Any insurance obtained shall include such coverage, contain such deductible provisions and be in such limits as shall be determined by the Board of Directors. Premiums for insurance shall be a Common Expense if for the benefit of the Association, its officers or directors, the entire membership as a group, or relate to the Common Property. In that the Association will be required to maintain certain aspects of Attached Structures as will be provided for herein, the Association will obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring the Attached Structures, the cost of which shall be charged pro-rata to the owners of a Unit in an Attached Structure as part of the budget of the Association.

#### ARTICLE VI

#### COVENANT FOR MAINTENANCE ASSESSMENTS

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

a. Each Owner by acceptance of a deed to any Unit included in the Property, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to and hereby does covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments, and (3) individual assessments. Said assessments shall be fixed, established and assessed to the Owners as hereinafter provided. The assessments together with interest thereon, late charges, lien charges and costs of collection thereof, including court costs and reasonable attorneys' fees (including fees and costs upon appeal), shall be a charge and a continuing lien upon the Unit against which each such assessment is made from the date on which each such assessment is due. Each such assessment, together with interest, late charges, lien charges, costs and attorneys' fees, as herein provided, shall also be the personal obligation of the person who was the Owner of such Unit at the time when the assessment fell due and (4) assessments that will be charges to owners of Units in Attached Structures for the special needs of these Unit owners as is provided for herein.

b. **Exempt Property.** The Common Property subject to this Declaration shall be exempt from the assessments, charges and lien created herein.

Except as set forth in this subsection, no land or improvements in the Property shall be exempt from assessments, charges or liens. No Owner may avoid the obligation for the payment of assessments by virtue of non-use or abandonment of the Common Property. All Units shall be subject to the assessments, except a Unit upon which a building has not been constructed shall not be subject to that portion of the assessment attributable to Restricted Common Area maintenance of the improved Units. Provided however a Unit on which no improvements have been constructed may be assessed a charge for the maintenance of the Unit while vacant.



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

- a. Payment of operating expenses of the Association, and;
- b. Lighting, improvement and beautification of access ways and easement areas (whether dedicated to the public or private), and the acquisition, maintenance, repair and replacement of project identification signs, directional markers and traffic control devices, parking, entry features, and the costs of controlling and regulating traffic on the access ways if not maintained by a public body; and
- c. To pay all real and personal property taxes and assessments (if any) separately levied upon or assessed against the Association or the Common Property or federal income taxes assessed against the Association. Such taxes and assessments may be contested or compromised by the Association; and
- d. Management, maintenance, improvement and beautification of landscaping and stormwater drainage and retention features on Common Property; and
- e. Repayment of deficits previously incurred by the Association, if any, in making capital improvements to or upon the Common Property, and in furnishing services to or for the Members of the Association; and
- f. Repair and maintenance of all streets, parking and roadways situated upon the Common Property, which have not been dedicated to any governmental unit; and
- g. Funding of appropriate reserves for future repair and replacement; and
- h. Doing any other thing necessary or desirable in the judgment of said Association to keep the Common Property neat and attractive or to preserve or enhance the value thereof, or to eliminate fire, health or safety hazards, or which, in the judgment of the Association, may be of benefit to the Owners or occupants of the Property.
- (i) Maintenance, repair and replacement (including reserves for the same) of the roof and exterior of Units in an Attached Structure, including but not limited to load bearing walls and outside walls (but not including any interior portions of a Unit) and for the painting and maintenance of the exterior walls. As to party walls, which are built as a part of the original construction of the Units in the Attached Structure and placed on the dividing lines between the Units, and to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for property damage due to the negligence or willful acts or omissions of a Unit owner in the Attached Structure, shall apply thereto. Since maintenance of a party wall is the responsibility of the Association in accordance with this Declaration, the Association shall have all of the rights of an Owner affected by use of a party wall.

**Section 3. Determination of Assessments.**

a. **Operating Budget.** It shall be the duty of the Board, by majority vote, at least sixty (60) days prior to the end of the Association's fiscal year, to prepare and approve a budget covering the estimated costs of operating the Association during the coming year, including but not limited to operational items such as overhead and indirect costs, insurance, utilities, taxes, repairs, reserves, maintenance and

other operating expenses, as well as charges to cover any deficits from prior years, and such capital improvements budget items as approved by the Board pursuant to Subsection (b) below.

b. **Capital Budget.** The Board shall at the same time it prepares its Operating Budget prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required annual capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing. The annual capital contribution required shall be fixed by the Board and included within the annual operating budget and assessments. A copy of the capital budget shall be distributed to each Member as an Appendix to the Operating Budget. Additionally, new capital improvements in the budget shall be approved not by the Board of Directors, but by a majority of the Owners or Members by separate written ballot.

c. **Adoption of Budget.** The Board shall cause a copy of the budget and the projected assessments to be levied for the following year, to be delivered to each Member at least forty-five (45) days prior to the end of the Association's fiscal year. The budget and the assessments shall become effective unless and until disapproved at a special meeting of the Members held on or before thirty (30) days after the proposed budget and assessments are mailed to the Members, by a vote of two-thirds (2/3) of the membership of the Association. In the event that the membership so disapproves the proposed budget for the succeeding year, or in the event the Board shall fail to propose a budget, then and until such time as a new, acceptable budget shall have been determined, the budget in effect for the preceding year shall continue for the succeeding year.

d. **Allocation of Assessments Among Units.** The Operating Budget of the Association shall be assessed against all Owners in the development in proportions based upon the square footage of each Unit to the square footage shown on the Townsend TND Development Plan.

e. **Budget for Attached Structures and Allocation.** As to Attached Structures, the Board shall adopt as part of its budget for cost associated with the responsibility of the Association as to Attached Structures and shall allocate those cost among the Units in a particular Attached Structure. The Board shall likewise have the power and authority to specially assess the owners of Units in an Attached Structure should that become necessary, in the opinion of the Board, in order to carry out its responsibilities hereunder.

#### **Section 4. Special Assessments.**

a. **Special Assessments.** In addition to the annual assessments established pursuant to Section 3 hereof, the Board may levy at any time a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Property, including the necessary fixtures and personal property related thereto, for the purpose of covering any insufficiency of assessments to fund the actual monetary needs of the Association over and above the budgeted annual assessments, or for any other use or purpose deemed desirable or appropriate by the Board; provided, however, that any such special assessment shall have the approval of a majority of the votes of the Members who are in attendance and voting in person or by proxy at a meeting duly called for said purpose. The Board shall determine the date when such special assessment is to be paid.

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

**Section 5. Date of Commencement of Assessments; Initial Annual Assessment; Due Dates.**

The annual assessments provided for herein as to the Property shall commence on the first day of the first full calendar month following the recordation of this Declaration or such later date as determined by the Declarant.

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

**Section 6. Certificate of Payment.** Upon request, the Association shall furnish to any Owner liable for assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence in favor of third parties of payment of any assessment therein stated to have been paid.

**Section 7. Effect of Non-Payment of Assessment.** If any assessment is not paid on the date when due, then such assessment shall become delinquent and the delinquent assessment, together with interest thereon and/or late charges as shall be imposed by the Board at its discretion, and the cost of collection thereof, as herein provided, shall be secured by a continuing lien on the Unit and improvements located thereon with respect to the ownership of which the assessment accrued which shall bind such lands and improvements in the hands of the then Owner, its heirs, successors, personal representatives and assigns. Such lien shall be prior to all other liens hereinafter created except taxes or assessments levied by governmental authority, and except as to the lien of any mortgage as hereinafter provided in Section 8. The personal obligation of the then Owner to pay such assessment, however, shall remain that Owner's personal obligation for the statutory period and shall not pass to that Owner's successors in title unless expressly assumed by them, but no such assumption shall relieve any Owner personally obligated hereby for delinquent assessments from such Owner's personal liability therefor.

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

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

The Board may establish a late fee for any assessment not paid within 15 days of its due date.

**Section 8. Subordination of the Lien to Certain Mortgages.** The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any Unit in the development and held by a commercial or savings bank, savings and loan association, trust company, credit union, industrial loan association, insurance company, pension fund, or business trust, including but not limited to a real estate investment trust, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such lender, or any private or governmental institution or agency which has insured the loan of any such lender, or any

combination of any of the foregoing entities, or any of same constituting an institutional mortgage; provided, however, that a sale or transfer of any Unit pursuant to a decree of foreclosure, or pursuant to any proceeding in lieu of foreclosure, shall not relieve such Unit from liability for any assessments which thereafter become due, nor from the lien of any subsequent assessment. Said assessment liens, however, shall be subordinate to the lien of any such mortgage or mortgages hereafter placed upon the properties subject to assessment, and no mortgagee shall be responsible for the collection of assessments from an Owner.

**Section 9. Adjustment of Assessments to Reflect Varying Levels of Services.** In determining assessments payable by the Owners, the Board of Directors may in its discretion allocate among the Owners affected or benefitted the varying cost components of the budget to reflect varying levels of services to difference Owners; for example but not by way of limitation, the Board may elect to allocate an additional amount of assessment for the landscape maintenance of certain Restricted Common Property.

**Section 10. Assessments.** The assessments shall be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

## ARTICLE VII

### ARCHITECTURAL CONTROL

**Section 1. Architectural Control.** All lands and improvements in Townsend Traditional Neighborhood are subject to City of Gainesville Ordinance 980726 regarding the Planned Development design requirements and to architectural and environmental review by the Architectural Review Board ("ARB"). This review shall be in accordance with this Article and The Townsend Traditional Neighborhood Planning, Construction and Development Criteria described below (the "Planning Criteria"). No sitework, landscaping, utilities extensions, drainage improvements, paving, building, fence, wall or any other physical or structural improvement, or change or alteration to the exterior of any existing structures or improvements, or to any existing landscaping, shall be commenced, erected or maintained until the plans and specifications showing the nature, size, workmanship, design, signs, shape, finished grade elevation, height, materials and color of the same, together with a detailed landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, shall have been submitted to and approved in writing by the "ARB" as to consistency with the Planning Criteria, harmony of exterior design and materials, location in relation to surrounding structures, and drainage features and topography. The above approvals also shall apply to remodeling, re-painting, re-roofing and re-landscaping.

The ARB shall promulgate and revise from time to time the Planning Criteria for the Property. The Planning Criteria shall be set forth in writing and made available to all builders doing business in the Property, and to all Members and prospective Members of the Association. Each applicant for approval shall have the burden to know and comply with the Planning Criteria. The Planning Criteria may include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration, including without limitation, landscaping, fence design and recreational improvements.

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

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

**Section 2. Approval or Disapproval.** Approval of the plans and specifications may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by virtue of the reasonable dissatisfaction of the ARB with the location of the structure on the lot, the elevation, the color scheme, the finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the planting, landscaping, size, height or location of vegetation on the property, fences, enclosures, mail boxes, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the ARB, will render the proposed item of improvement inharmonious or out of keeping with the general Development Plan or the Planning Criteria. Two (2) sets of plans, specifications and plot plans (collectively the "plans") shall be submitted to the ARB by the Owner prior to applying for a building permit. The Owner shall obtain a written receipt for the plans from an authorized agent of the ARB. Plans and re-submittals thereof shall be approved or disapproved within thirty (30) days after receipt by the ARB. Failure of the ARB to respond in writing to a submittal or re-submittal of plans within such period shall be deemed to be an approval of the plans as submitted or resubmitted. The ARB approval or disapproval, as required by this Declaration, shall be in writing and shall accompany one (1) copy of the plans to be returned to the Owner. Whenever the ARB disapproves plans and specifications, the disapproval shall be accompanied by a written outline of the reason or reasons for such disapproval. The remaining copy shall become the property of the ARB.

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

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

**Section 5. Waiver of Liability.** Neither the Declarant, the ARB, any member of the ARB, or the Association, or any of their representatives shall be liable in damages to anyone submitting plans for approval or to any Owner or occupant of the Property by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of any plans, or the failure to approve any plans. Every person who submits plans for approval agrees, by submission of such plan, and every Owner or occupant of any Unit agrees, by acquiring title thereto or an interest therein, that it will not bring any action, proceeding or suit to recover any such damage. Approval of any building plans, specifications, site or landscape plans or elevations, or any other approvals or consents pursuant hereto or otherwise, is given solely to protect the aesthetics of the Property; and shall not be deemed a warranty, representation or covenant that such buildings, improvements, landscaping or other action taken pursuant thereto or in reliance thereof comply with, or are not in violation of any applicable laws, codes, rules or regulations.

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

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

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

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

## **ARTICLE VIII**

### **EXTERIOR MAINTENANCE**

**Section 1. Owner's Responsibility; Default.** It shall be the affirmative duty of each Owner at all times to keep and maintain the improvements, landscaping and stormwater drainage and retention improvements located on and serving to drain only its Unit in good and presentable condition and repair consistent with the approved plans and specifications therefor. The Association shall have the right to provide exterior maintenance upon any Unit and improvements thereon in TOWNSEND TRADITIONAL NEIGHBORHOOD in the event of default by any Owner in that Owner's duties hereby imposed; subject, however, to the following provisions: prior to performing any maintenance on an Owner's Unit, the Board, or a committee appointed by the Board, shall determine that same is in need of repair or maintenance and is detracting from the overall appearance of TOWNSEND TRADITIONAL NEIGHBORHOOD. Except in the event of an emergency, prior to commencement of any maintenance work, the Board must furnish fifteen (15) days prior written notice to the Owner at the last address listed in the Association's records for said Owner

notifying the Owner that unless certain specified repairs or maintenance are commenced within said fifteen (15) day period and thereafter diligently pursued to completion, the Association may procure said repairs and charge same to the Owner. Upon the failure of the Owner to act within said period of time and to thereafter diligently pursue repairs or maintenance, the Association shall have the right to make such necessary repairs, or maintenance as is specified in the written notice. In this connection, the Association shall have the right to do such things as, but not limited to, paint, repair, replace and care for roofs, gutters, downspouts and exterior building surfaces, clean or resurface paved access ways and parking areas, trim and care for trees, shrubs, grass, walks, swales, berms and other landscaping and drainage improvements, as well as to provide general cleanup, and removal of debris which in the opinion of the Association detracts from the overall beauty and setting of TOWNSEND TRADITIONAL NEIGHBORHOOD. The Declarant and the Association, or their agents or employees, shall not be liable to the Owner for any trespass or damages or injury to the property or person of the Owner or the occupant or invitees of the affected parcel or improvements thereon unless caused by gross negligence or intentional wrongdoing.

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

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

**Section 4. Association Maintenance Responsibility.** The Association shall maintain and keep in good repair the Common Property, and all improvements thereon. Said maintenance obligation shall be deemed to include but not be limited to maintenance, repair and replacement, subject to the insurance and casualty loss provisions contained herein, of all utility lines, pipes, wires, glass, conduits, structures, systems, trees, fences, shrubs, grass, streets, parking spaces, walks, and other improvements situated upon the said Common Property.

## **ARTICLE IX**

### **RESTRICTIVE COVENANTS**

Townsend Traditional Neighborhood shall be subject to the following restrictions, reservations and conditions which shall be binding upon each and every Owner and the Owner's heirs, personal representatives, tenants, invitees, successors, and assigns, as follows:

**Section 1. Water and Sewage Facilities.** No individual water supply system or individual sewage disposal system shall be permitted on any Unit. This section does not restrict the right of any Owner to install, operate and maintain a water well for use only for air conditioning/heating, and irrigation purposes.

**Section 2. Landscaping.** Landscaping shall initially be provided by Declarant and thereafter maintained by the Association.

**Section 3. Obnoxious or Offensive Activity.** No obnoxious or offensive activity shall be allowed in Townsend Traditional Neighborhood, nor shall any use or practice be allowed which is a source of annoyance, embarrassment or discomfort to Owners or their tenants or invitees, or which interferes with the peaceful possession and proper use and enjoyment of Townsend Traditional Neighborhood, nor shall any

improper, unsightly, offensive or unlawful use be made of any Unit or of the Common Property, and all laws, zoning ordinances, and regulation of all governmental bodies having jurisdiction shall be observed.

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

**Section 4. Garbage and Trash.** No trash, garbage or other waste material or refuse shall be placed or stored on any part of Townsend Traditional Neighborhood except in designated areas by the Board in accordance with specifications so established. All such sanitary containers must be stored within an enclosure or concealed by means of a screening wall of material approved by the ARB.

**Section 5. Storage Receptacles.** No fuel tanks or similar storage receptacles may be exposed to view, and same may be installed only within an approved accessory building, within a screened area, or buried underground, and shall otherwise comply with standards established from time to time by the Board, the ARB and governmental regulations.

**Section 6. Vehicles and Repair.** No inoperative cars, motorcycles, trucks or other types of vehicles shall be allowed to remain either on or adjacent to any Unit for a continuous period in excess of forty-eight (48) hours. All trucks in excess of 3/4 ton, campers, mobile homes, motorhomes, boats, house trailers, boat trailers, or trailers of every other description may not be parked or stored in Townsend Traditional Neighborhood unless they are used in the business being operated on the Unit. The only exception is during the periods of approved construction on Townsend Traditional Neighborhood. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as pickup, delivery, and other commercial services. Additional rules and regulations regarding use, repair and storage of vehicles in Townsend Traditional Neighborhood may be promulgated from time to time by the Board of Directors.

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

**Section 8. Signs.** No signs, advertisements, billboards, solicitation or advertising structures of any kind shall be erected, modified or maintained on a Unit or within Townsend Traditional Neighborhood, unless prior written approval of the ARB is obtained. The restrictions of this section shall not apply to the Declarant.

**Section 9. Air-Conditioning Equipment.** No air conditioning equipment which is visible on the exterior of any improvement shall be permitted in Townsend Traditional Neighborhood unless approved by the ARB. Approval shall be based upon adequacy of screening and/or landscaping of such equipment. The ARB may prohibit window air conditioning units altogether or impose stricter standards.

**Section 10. Antennae.** No outside antenna, including without limitation any television, radio, microwave or dish antenna, shall be erected, used or maintained in Townsend Traditional Neighborhood without the prior written approval of the ARB. Said approval shall not be granted until ARB adopts an Antennae Policy; which adoption shall not occur before such time as, solely in the opinion of ARB, technology and manufacturing advance to provide for the availability of an aesthetically acceptable antennae.

**Section 11. Subdivision.** No part of Townsend Traditional Neighborhood shall be further subdivided without the prior written consent of the Declarant for so long as the Declarant owns any lands in Townsend Traditional Neighborhood, and thereafter by the Board.



**Section 12. Completion of Construction.** After commencement of construction of any improvements in Townsend Traditional Neighborhood, the Owner shall diligently prosecute the work thereon, to the end that the improvements shall not remain in a partly finished condition any longer than reasonably and normally necessary for completion thereof. The Owner of the Unit on which improvements are being constructed shall at all times keep streets and parking contiguous to the Unit free from any dirt, mud, garbage, trash or other debris which might be occasioned by construction of the improvements.

**Section 13. Utility Service.** No "service lines" shall be constructed, placed or maintained anywhere in or upon Townsend Traditional Neighborhood unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings or other approved improvements; provided electrical transformers may be permitted if properly screened and approved by the ARB. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone service poles incident to the construction of approved improvements. The foregoing shall not apply to "transmission lines" now or hereafter existing in Townsend Traditional Neighborhood. As used herein, the term "service line" shall include lines, wires, or other devices for the communication or transmission of electric current or power on any site or part thereof, including without limitation telephone and television signals. As used herein, the term "transmission line" shall include such master lines, wires, etc. as transmit the current or power to the Office Units or parts thereof, and from which the "service lines" run.

**Section 15. Mailboxes.** No mailboxes or newspaper boxes shall be permitted in Townsend Traditional Neighborhood unless and until approved by the ARB, and subject to such requirements as may be imposed by the ARB.

**Section 16. Changes to Development Plan or Development Order.** No Owner shall seek directly or indirectly to change or amend any aspect of the Development Plan or Development Order, which such change or amendment would in any manner affect any part of the lands included in the Development Plan and lying outside of that Owner's Unit, including but not limited to any change in permitted density of development, permitted land use, stormwater drainage requirements or otherwise, without the prior written consent of the Declarant, which consent may be granted or denied by the Declarant at its sole discretion, so long as Declarant owns lands within the Development Plan.

**Section 17. Trees.** Living trees shall not be cut down or removed from Townsend Traditional Neighborhood without the prior written consent of the ARB.

**Section 18. Garages.** The ARB shall establish criteria for garages based upon the Planning Criteria.

**Section 19. Fences.** No fences shall be erected without prior ARB approval. No chain link fences shall be permitted. The ARB shall prepare fence guidelines to be included within the Construction and Development Criteria.

**Section 20. Rights of the Declarant.** The Declarant and/or its designee has the right to maintain upon a portion of Townsend Traditional Neighborhood sales, administrative, construction or other offices, signs and other promotional equipment and apparatus which shall not be subject to assessment.

## ARTICLE X

### AMENDMENT BY DECLARANT

The Declarant, as long as Declarant owns lands within Townsend Traditional Neighborhood (both as to the Phase I Property or any other property later added) and for a period of twenty (20) years thereafter, reserves and shall have the sole right to:

(a) amend this Declaration for the purpose of curing any ambiguity or any inconsistency among the provisions contained herein;

(b) amend this Declaration for the purpose of adding additional real property as part of the Property.

(c) include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to any Unit which do not lower the standards of the covenants and restrictions herein contained;

(d) release any Unit from any part of the covenants and restrictions contained herein which have been violated if the Declarant, in its sole judgment, determines such violation to be a minor or insubstantial violation; and

(e) amend this Declaration without vote or consent of the Owners in any manner which does not adversely affect the substantive rights of an existing Owner or mortgagee. The foregoing amendments may be made without the joinder or approval of any Owner, mortgagee, or the Association.

(f) any amendment to the Covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have prior approval of the St. Johns River Management District.

(g) amend this Declaration for the specific purpose of providing for changes that are required or deemed appropriate by the Declarant as they relate to Units in Attached Structures.

#### ARTICLE XI

#### ADDITIONAL COVENANTS AND RESTRICTIONS

No Owner, without the prior written approval of the Declarant for so long as the Declarant owns any lands in the Development Plan and for a period of twenty (20) years thereafter, and thereafter without the prior written approval of the Board may impose any additional covenants or restrictions on any part of Townsend Traditional Neighborhood.

#### ARTICLE XII

#### AMENDMENT

Declarant for so long as it owns any portion of the Property or any property annexed hereto and for a period of twenty (20) years there after may unilaterally amend this Declaration.

Except as to provisions relating to amendments set forth herein regarding certain specific items and the method of amending or altering same, any other provisions, covenants, or restrictions set forth herein may be amended in accordance with this provision. The holders of at least two-thirds (2/3) of the votes in the Association, without regard to class, may change or amend any provision hereof (1) by executing a written instrument in recordable form setting forth such amendment, or (2) by causing a certified copy of a duly adopted resolution of the Owners to be prepared, and having the same duly recorded in the Public Records of Alachua County, Florida. A proposed amendment may be initiated by the Association, or by petition signed by fifteen percent (15%) of the Owners. If a proposed amendment is to be adopted by vote, a written copy of the proposed amendment shall be furnished to each Owner at least thirty (30) days but not more than ninety (90) days prior to the meeting to discuss the proposed amendment. If adopted by vote, the affirmative vote required for adoption shall be two thirds (2/3) of the votes of the Owners, without regard to class. Owners not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, providing such approval or disapproval is delivered to a member of the Board at or prior to the meeting. The recorded certificate shall contain a recitation that notice was given as above set forth and

said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded certificate. The amendment shall be effective upon recordation of the executed amendment or the certified copy of the duly adopted resolution among the Public Records of Alachua County.

So long as the Declarant shall own any lands which are subject to potential annexation, no Declarant related amendment shall be made to this Declaration, or the Articles or By-laws 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 this Declaration in a manner which alters the Declarant's rights or status.
- c. Alters the character and rights of membership as provided for by Article II of this Declaration or affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Association.
- d. Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivisions, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements or facilities.
- e. Denies the right of the Declarant to convey to the Association Common Property.
- f. Modifies the basis or manner of assessment as applicable to the Declarant or any lands owned by the Declarant.
- g. Alters or repeals any of the Declarant's rights or any provision applicable to the Declarant's rights as provided for by any provision of this Declaration or any Supplemental Declaration.
- h. any amendment to the Covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have prior approval of the St. Johns River Management District.

### ARTICLE XIII

#### DURATION AND TERMINATION

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

### ARTICLE XIV

#### ENFORCEMENT

**Section 1. Remedies.** If any person or entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Declarant, any Owner or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction, for the purpose of preventing, or enjoining all or any such violations or attempted violations. The remedies contained in this provisions shall be construed as cumulative of all other remedies now or hereafter provided by law or this Declaration. The failure of the Declarant, its successors or assigns, or 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.

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

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

**Section 4. Lessees to Comply with Declaration, Articles and By-laws - Effect on Non-Compliance.** All tenants shall be subject to the terms and conditions of this Declaration, the By-laws, the Articles of Incorporation, and the rules and regulations promulgated thereunder as though such tenant were an Owner.

Each Owner agrees to cause his lessee, occupant, or persons living with such Owner or with his lessee to comply with the Declaration, By-laws, 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 Unit are also fully liable for any violation of the documents and regulations. Each Owner is required to obtain from its tenant written acknowledgment of this Section and shall provide a copy of the same to the Association.

In the event that a lessee, occupant, or person living with the lessee violates a provision of the Declaration, By-laws, 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.

**Section 5. Enforcement by the St. Johns River Water Management District.** The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

## ARTICLE XV

### MISCELLANEOUS

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

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

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

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

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

Signed, sealed and delivered  
in the presence of:

**Declarant:**

**TOWNSEND TND, LLC,  
a Florida limited liability company**

HAILE PLANTATION CORPORATION,  
a Florida corporation, Its Managing Member

BY: J. Cleveland Cooper, III (SEAL)  
J. CLEVELAND COOPER, III  
As Its Vice President

(CORPORATE SEAL)

James D. Salter  
Print Name: JAMES D. SALTER  
Wayne P. Castello  
Print Name: WAYNE P. CASTELLO


STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of April, 2005, by J. Cleveland Cooper, III as Vice President of HAILE PLANTATION CORPORATION, a Florida corporation, the Managing Member of TOWNSEND TND, LLC, a Florida limited liability company, on behalf of said company. Such person(s):

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

James D. Salter  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires: \_\_\_\_\_  
Serial Number, if any: \_\_\_\_\_

(SEAL)

 **James D. Salter**  
Commission # DD112870  
Expires May 30, 2006  
Bonded Thru  
Atlantic Bonding Co., Inc.

**EXHIBIT "B"**  
**ARTICLES OF INCORPORATION**  
**OF**  
**TOWNSEND TND OWNERS 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 **TOWNSEND TND OWNERS ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Association."

**ARTICLE II**

**DURATION**

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

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 III**

**PRINCIPAL OFFICE**

The principal office of the Association is located at 5201 S.W. 91st Drive, Gainesville, Florida 32608.

**ARTICLE IV**

**REGISTERED OFFICE AND AGENT**

JAMES D. SALTER, whose address is 3940 NW 16<sup>th</sup> Blvd. Building B, Gainesville, Florida 32605, is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

**ARTICLE V**

**PURPOSE AND POWERS OF THE ASSOCIATION**

The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers. The Association is formed to carry out the duties and responsibilities imposed upon it by the Declaration of Covenants, Conditions and Restrictions filed by TOWNSEND TND, LLC and recorded in the Public Records of Alachua County, Florida. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the By-laws, or the Declaration. The Association shall have the power and duty to do any and all lawful things which

may be authorized, assigned, required or permitted to be done by the Declaration, these Articles and the By-laws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of the Property and Common Property within its jurisdiction. The assessments shall be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit no. 42-001-71363-1, requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein.

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

**ARTICLE VI**

**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 Unit giving rise to such membership, and shall not be transferred except upon the transfer of title to said Unit and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

**ARTICLE VII**

**BOARD OF DIRECTORS**

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

<u>Name</u>	<u>Address</u>
C. David Coffey	5346 SW 91 <sup>st</sup> Terrace Gainesville, FL 32608
Robert B. Kramer	5201 SW 91 <sup>st</sup> Drive Gainesville, FL 32608
Jeffrey Fleeman	5201 SW 91 <sup>st</sup> Drive Gainesville, FL 32608

Once the Declarant relinquishes its right to appoint the Board of Directors, the Members shall elect the directors for staggered terms of two (2) years each. To create the staggered terms, one post shall become vacant in one (1) year and a successor director shall be elected. The second post shall be deemed vacant at the end of the second year, and a successor director shall be elected. All successor directors shall

INSTRUMENT # 2124153  
37 PGS

serve for terms of two (2) years each. 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.

#### ARTICLE VIII

##### OFFICERS

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

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	Robert B. Kramer	5201 SW 91 <sup>st</sup> Drive Gainesville, FL 32608
Sec/Treas.	C. David Coffey	5346 SW 91 <sup>st</sup> Terrace Gainesville, FL 32608
Vice President	Jeffrey Fleeman	5201 SW 91 <sup>st</sup> Drive Gainesville, FL 32608

#### ARTICLE IX

##### INDEMNIFICATION

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

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

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

#### ARTICLE X



**BY-LAWS**

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

**ARTICLE XI****AMENDMENTS**

Amendments to these Articles of Incorporation shall be made 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 or a special meeting.

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

**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.

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

**11.6 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.

**11.7 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 that is in conflict with the Declaration. So long as the Declarant shall own any lands within the Development Plan, no Declarant related amendment shall be made to the Declaration, or to the Articles or By-laws 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 II of the Declaration;
- d. Alters the character and rights or membership as provided for by Article III 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 company, political subdivision, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements or facilities;
- f. Denies the right of the Declarant to convey to the Association Common Property;
- g. Modifies the basis or manner of assessment as applicable to the Declarant or any lands owned by the Declarant;
- h. Alters or repeals any of the Declarant's rights or any provision applicable to the Declarant's right as provided for by any such provision of the Declaration.

**11.8 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.

**ARTICLE XII**

**SUBSCRIBERS**

The name and address of the Subscribers to these Articles of Incorporation are as follows:

<u>Name</u>	<u>Address</u>
Robert B. Kramer	5201 SW 91 <sup>st</sup> Drive Gainesville, FL 32608
James D. Salter	P. O. Box 357399 Gainesville, FL 32635-7399
Jenese Bolduc	P. O. Box 357399 Gainesville, FL 32635-7399

**ARTICLE XIII**

**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 WITNESS WHEREOF**, the undersigned Subscribers have caused these presents to be executed as of the \_\_\_ day of \_\_\_\_\_, 2002.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Print Name \_\_\_\_\_

\_\_\_\_\_  
ROBERT B. KRAMER

\_\_\_\_\_  
Print Name \_\_\_\_\_

\_\_\_\_\_  
JAMES D. SALTER

Print Name \_\_\_\_\_

\_\_\_\_\_  
JENESE BOLDUC

Print Name \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2002, by Robert B. Kramer as Subscriber to the Articles of Incorporations. Such person(s):

- ( ) is/are personally known to me.
- ( ) produced a current Florida Driver's license as identification.
- ( ) produced \_\_\_\_\_ as identification.

(SEAL)

Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires:  
Serial Number, if any: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2002, by James D. Salter and Jenese J. Bolduc, as Subscribers to the Articles of Incorporations. Such person(s):

- ( ) is/are personally known to me.
- ( ) produced a current Florida Driver's license as identification.
- ( ) produced \_\_\_\_\_ as identification.

(SEAL)

Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires:  
Serial Number, if any: \_\_\_\_\_

## EXHIBIT "C"

**BY-LAWS  
OF  
TOWNSEND TND OWNERS ASSOCIATION, INC.,  
a Non-Profit Corporation**

1. **Definitions.** When used in these By-laws, the terms defined in Article III of the Articles of Incorporation of TOWNSEND TND OWNERS ASSOCIATION, INC. ("the Articles") shall have the same meanings as in the Articles.

2. **Identity.** These are the By-laws of TOWNSEND TND OWNERS ASSOCIATION, INC., a corporation not for profit organized pursuant to Chapter 617, Florida Statutes (the "Association").

2.1 **Office.** The office of the Association shall be located at 9120 S.W. 46th Boulevard, Gainesville, Florida 32608, 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 Units in the Property. The foregoing is not intended to include persons or entities who hold an interest merely as security for performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the Unit. Multiple Owners shall be subject to the provisions of the Declaration relative to "Multiple Owners".

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 Unit under the jurisdiction of the Association. The Owner designated as grantee by such instrument thus becomes a Member of the Association and the membership of the prior Owner is terminated. The new Owner shall notify the 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 By-laws 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 By-laws.

3.4 **Designation of Voting Representative.** If a Unit is owned by one person or entity, its rights to vote shall be established by the record title to the Unit. If a Unit is owned by more than one person or entity, the person entitled to cast the votes for the Unit shall be designated by a certificate signed by all of the record Owners of the Unit and filed with the Secretary of the Association. If an Unit is owned by a general or limited partnership, the person entitled to cast the votes for the Unit shall be designated by a certificate of appointment signed by one of the general partners and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the votes for the Unit shall be designated by a certificate of appointment signed by the President or Vice President of the corporation and filed with the Secretary of the Association. If a Unit is owned in trust, the person entitled to vote for the Unit shall be designated by a

certificate of appointment signed by the trustee of record for the trust and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the votes of a Unit may be revoked in writing by an Owner thereof. Provided, however, that no Unit shall vote in excess of the voting rights allocated to that Unit pursuant to the Declaration.

**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 Owners is specifically required by the Declaration, the Articles, or by these By-laws.

**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 Unit.

#### **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 appointing directors and of 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, the Board of Directors shall have the discretion to hold the annual meeting at any other time 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 of 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 a majority 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 By-laws 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 his duly authorized attorney-in-fact, may authorize another person or persons to act for him by proxy. Every proxy must be signed by the Member or his 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 Office Unit 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 By-laws 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:

- a. Calling of the roll and certifying of proxies.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading and disposal 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 nine (9) 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 By-laws to the contrary notwithstanding, until such time as Declarant has conveyed to purchasers all lands subject to the Declaration, the Declarant shall be entitled to designate the Board of Directors of the Association.

**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 staggered terms of two (2) years each, as

provided in the Articles. Each director shall hold office for the term for which he is elected and until his successor shall have been elected and qualified or until his earlier 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, his successor shall be selected by the remaining directors and shall serve for the unexpired term of his 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 exercise under the provisions of the Articles. The names receiving the largest number of votes (without regard to class) 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 are 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 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. The completed ballots shall be returned as follows: Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way. Each such "Ballot" envelope shall contain only one ballot, and the Members shall be advised that, because of the verification procedures of Section 5.11, the inclusion of more than one ballot in any one "Ballot" envelope shall disqualify the return. Such "Ballot" envelope, or envelopes (if the Member or his proxy is exercising more than one vote), shall be placed in another sealed envelope which shall bear on its face the name and signature of the Member or his proxy, the number of ballots being returned, and such other information as the Board of Directors may determine will serve to establish his right to cast the vote or votes presented in the "Ballot" or "Ballots" contained therein. The ballots shall be returned to the Secretary at the address of the Association.

**5.11 Election Committee; Counting of Ballots.** Upon receipt of each return, the Secretary shall immediately place it in a safe or other locked place until the day set for the meeting at which the elections are to be held. On that day, the unopened external envelopes containing the "Ballot" envelopes shall be turned over to an Election Committee which shall consist of three (3) Members appointed by the Board of Directors. The Election Committee shall then:

- a. Establish that external envelopes were not previously opened or tampered with in any way; and
- b. Open the external envelopes to establish that the number of envelopes therein marked "Ballot" corresponds to the number of votes allowed to the Member or his proxy identified on the external envelope; and
- c. Confirm that the signature of the Member or his proxy on the outside envelope appears genuine; and
- d. If the vote is by proxy, determine that a proxy has been filed with the Secretary.

Such procedure shall be taken in such manner that the vote of any Member or his proxy shall not be disclosed to anyone, even the Election Committee.

The opened external envelopes shall thereupon be placed in a safe or other locked place and the Election Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes. If any "Ballot" envelope is found to contain more than one ballot, all such ballots shall be disqualified and shall not be counted. Ballots shall be retained for such period of time after the election as shall be deemed prudent by the Board of Directors.

## **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, then 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 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 Associations' 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 persons at a meeting.

**6.5 Quorum.** A quorum at 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 By-laws.

**6.6 Adjourned Meetings.** A majority of the directors present whether or not a quorum exist, 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 so to be taken signed by all of 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 By-laws, 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. He shall have all of 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 he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association. He 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. He 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. He shall attend to the giving and serving of all notices to the Members and directors and other notices required by law. He 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. He shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments; and he shall perform all other duties incident to the office of Treasurer. The Duties of Treasurer may be fulfilled by a manager employed by the Association.

**7.6 Compensation.** The compensation, if any, of the officers shall be fixed by the Board of Directors.

**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 By-laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at 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 and by accounts and receipt classifications. Expenses shall be entered by their amounts and 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) Expense for utility services and maintenance expense relating to the Common Property;
- (4) Insurance costs;
- (5) Administrative and salary expenses;
- (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 By-laws.

**11. Amendment.** Amendments to these By-laws 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 or a special meeting.

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

**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, or to the Articles or the By-laws 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 II of the Declaration.

(iv) Alters the character and rights of membership as provided for by Article III 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 company, political subdivision, 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.

(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 of the directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these By-laws be adopted, and the same do not violate the prohibitions of 11.3 relative to the Declarant, then the amendment shall thereby be adopted as though Subsection 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.

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

The foregoing were adopted as the By-laws of Townsend TND Owners 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 10th day of May, 2002.

F:\Salter3\Townsend\AMENDED AND RESTATED DECLARATION.wpd

## EXHIBIT "A"

A portion of the NE 1/4 of Section 25, Township 9 South, Range 19 East, City of Gainesville, Alachua County, Florida, being more particularly described as follows:

Commence at the northeast corner of Section 25, Township 9 South, Range 19 East and run thence South  $00^{\circ}33'35''$  East, along the east boundary of the NE 1/4 of said Section 25, a distance of 75.11 feet to a found  $4'' \times 4''$  concrete monument (Perry C. McGriff - RLS 509) at the northwest corner of Palmetto Woods Unit No. 1 as per plat thereof recorded in Plat Book K, page 14 of the Public Records of Alachua County, Florida; said concrete monument also being on the southerly right-of-way line of NW 39th Avenue (State Road No. 222) and being the POINT OF BEGINNING of the herein described property; thence continue South  $00^{\circ}33'35''$  East, along the east boundary of said NE 1/4, a distance of 2528.04 feet to a set  $4'' \times 4''$  concrete monument (PRM LB2389) on the northerly right-of-way line of NW 31st Avenue (County Road No. 232-A) (100' right-of-way); said right-of-way line being 50.00 feet northerly of (measured perpendicular) the south boundary of said NE 1/4; thence North  $89^{\circ}59'04''$  West, along said northerly right-of-way line, a distance of 903.96 feet to a found  $3'' \times 3''$  concrete monument (PLS 4788) at the southeast corner of that certain parcel of land as described in Official Records Book 2179, page 1684 et seq. of said Public Records; thence North  $00^{\circ}42'31''$  West, along the easterly boundary of said parcel (O.R. 2179, pg. 1684), a distance of 1516.44 feet to a found  $4'' \times 4''$  sandstone monument (no identification); thence North  $00^{\circ}11'40''$  West, along the easterly boundary of said parcel (O.R. 2179, pg. 1684), a distance of 11.91 feet to a found  $4'' \times 4''$  concrete monument (PLS 4788) at the northeast corner of said parcel (O.R. 2179, pg. 1684); said northeast corner also being the southeast corner of Palm Grove as per plat thereof recorded in Plat Book T, page 52 of said Public Records; thence continue North  $00^{\circ}11'40''$  West, along the easterly boundary of said Palm Grove a distance of 999.36 feet to a found  $5/8''$  rebar & cap (PLS 4788) encased in concrete at the northeast corner of said Palm Grove; said northeast corner also being on the southerly right-of-way line of said NW 39th Avenue (State Road No. 232); thence North  $89^{\circ}59'47''$  East, along said southerly right-of-way line a distance of 900.09 feet to a set  $4'' \times 4''$  concrete monument (PRM LB2389); thence North  $89^{\circ}04'04''$  East, along said southerly right-of-way line, a distance of 1.36 feet to the POINT OF BEGINNING.

Containing 52.54 Acres, more or less.

INSTRUMENT # 2124153  
37 PGS



Prepared by and return to:

Andrew M Coffey, Esq.  
C. David Coffey, P.A.  
300 E. University Avenue Suite 110  
Gainesville, FL 32601  
352-335-8442  
File Number: Townsend Sale

[Space Above This Line For Recording Data]

## Warranty Deed

**This Warranty Deed** made this 30th day of November, 2016 between Townsend TND, LLC, a Florida limited liability company whose post office address is 300 E. University Ave, Suite 110, Gainesville, FL 32601, grantor, and Townsend TND Development, LLC, a Florida limited liability company whose post office address is 300 E. University Ave, Suite 110, Gainesville, FL 32601, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Alachua County, Florida to-wit:

A portion of the NE 1/4 of Section 25, Township 9 South, Range 19 East, City of Gainesville, Alachua County, Florida, being more particularly described as follows: Commence at the northeast corner of Section 25, Township 9 South, Range 19 East and run thence South 00°33'35" East, along the east boundary of the NE 1/4 of said Section 25, a distance of 75.11 feet to a found 4" x 4" concrete monument (Perry C. McGriff - RLS 509) at the northwest corner of Palmetto Woods Unit No. 1 as per plat thereof recorded in Plat Book K, page 14 of the Public Records of Alachua County, Florida; said concrete monument also being on the southerly right-of-way line of NW 39th Avenue (State Road No. 222) and being the POINT OF BEGINNING of the herein described property; thence continue South 00°33'35" East, along the east boundary of said NE 1/4, a distance of 2528.04 feet to a set 4" x 4" concrete monument (PRM LB2389) on the northerly right-of-way line of NW 31st Avenue (County Road No. 232-A) (100" right-of-way); said right-of-way line being 50.00 feet northerly of (measured perpendicular) the south boundary of said NE 1/4; thence North 89°59'04" West, along said northerly right-of-way line, a distance of 903.96 feet to a found 3" x 3" concrete monument (PLS 4788) at the southeast corner of that certain parcel of land as described in Official Records Book 2179, page 1684 et seq. of said Public Records; thence North 00°42'31" West, along the easterly boundary of said parcel (O.R. 2179, pg. 1684), a distance of 1516.44 feet to a found 4" x 4" sandstone monument (no identification); thence North 00°11'40" West, along the easterly boundary of said Parcel (O.R. 2179, pg. 1684) a distance of 11.91 feet to a found 4" x 4" concrete monument (PLS 4788) at the northeast corner of said parcel (O.R. 2179, pg. 1684); said northeast corner also being the southeast corner of Palm Grove as per plat thereof recorded in Plat Book T, page 52 of said Public Records; thence continue North 00°11'40" West along the easterly boundary of said Palm Grove a distance of 999.36 feet to a found 5/8" rebar & cap (PLS 4788) encased in concrete at the northeast corner of said Palm Grove; said northeast corner also being on the southerly right-of-way line of said NW 39th Avenue (State Road No. 232); thence North 89°59'47" East, along said southerly right-of-way line a distance of 900.09 feet to a set 4" x 4" concrete monument (PRM LB2389); thence North 89°04'04" East, along said southerly right-of-way line, a distance of 1.36 feet to the POINT OF BEGINNING. LESS AND EXCEPT all that portion of Townsend, A Planned Development, Phase One, according to the map or plat thereof recorded in

Plat Book 23, Page 89, Public Records of Alachua County, Florida. ALSO LESS AND EXCEPT all that portion of Townsend, A Planned Development, Phase Four, according to the map or plat thereof recorded in Plat Book 24, Page 76, Public Records of Alachua County, Florida.

Parcel Identification Number: 06099-000-000

Subject to taxes for 2016 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2015.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Pauline Williams  
Witness Name: Pauline Williams

Linda Johnson  
Witness Name: Linda Johnson

Townsend TND, LLC, a Florida limited liability company  
By: C. David Coffey  
C. David Coffey, Manager

State of Florida  
County of Alachua

The foregoing instrument was acknowledged before me this 30th day of November, 2016 by C. David Coffey, Manager on behalf of Townsend TND, LLC, a Florida limited liability company. He [ ] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]



Linda F. Johnson  
Notary Public

Printed Name: Linda F. Johnson

My Commission Expires: February 26, 2019