

**ARTICLES OF INCORPORATION
OF
HEARTWOOD COMMUNITY HOMEOWNERS' ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)**

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge:

1. **Name of Corporation.** The name of the corporation is HEARTWOOD COMMUNITY HOMEOWNERS' ASSOCIATION, INC. (the "Association")

2. **Principal Office.** The principal office of the Association is 802 NW 5th Avenue, Suite 200, Gainesville, FL 32601.

3. **Registered Office – Registered Agent.** The street address of the Registered Office of Association is 802 NW 5th Avenue, Suite 200, Gainesville, FL. The name of the Registered Agent of Association is Sarah Vidal-Finn.

4. **Definitions.** A declaration entitled Declaration of Covenants, Conditions and Restrictions for Heartwood Community (the "Declaration") will be recorded in the Public Records of Alachua County, Florida, and shall govern all of the operations of a community to be known as Heartwood Community. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. **Purpose of Association.** Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Surface Water Management System, the Common Areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of the Association and the Owners; (d) promote the health, safety and welfare of the Owners.

6. **Not for Profit.** Association is a not-for-profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.

7. **Powers of Association.** Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

7.1 To perform all the duties and obligations of Association set forth in the Declaration and By-Laws, as herein provided.

7.2 To enforce, by legal action or otherwise, the provisions of the Declaration and By-Laws and all of the rules, regulations, covenants, restrictions and agreements governing or binding Association and Heartwood Community.

7.3 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and By-laws.

7.4 To pay all operating costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association.

7.5 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real property (including the Common Areas) in connection with the functions of Association except as limited by the Declaration.

7.6 To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred following Turnover as described in the Declaration.

7.7 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of Heartwood Community to any public agency, entity, authority, utility or other person or entity for such purpose and subject to such conditions as it determines and as provided in the Declaration.

7.8 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

7.9 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing Association, Heartwood Community, the Common Areas, Lots and, as provided in the Declaration, to effectuate all of the purposes for which Association is organized.

7.10 To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the laws of the State of Florida may now, or hereafter, have or exercise.

7.11 To employ personnel and retain independent contractors to contract for management of Association, Heartwood Community, and the Common Areas as provide in the Declaration and to delegate in such contract all or any part of the powers and duties of Association.

7.12 To contract for services to be provided to, or for the benefit of, Association, Owners, the Common Property, and Heartwood Community as provided in the Declaration, such as, but not limited to, telecommunications services, maintenance, garbage pick-up, and utility services.

7.13 To establish committees and delegate certain of its functions to those committees.

7.14 The Association shall operate, maintain, and manage the Surface Water Management System in a manner consistent with all permits therefor and all requirements and applicable rules, and shall assist in the enforcement of the Declaration which relate to the Surface Water Management System.

7.15 The Association shall levy and collect adequate assessments against Members of the Association for the cost of maintenance and operation of the Surface Water Management System.

8. Surface Water Management System. With respect to the Surface Water Management System within Heartwood Community, the Association shall have the following duties:

8.1 Each Owner shall be responsible to pay his or her pro rata share of the cost associated with the maintenance, operation and repair of the Surface Water Management System as determined by the Association.

8.2 The Association shall be responsible for the maintenance, operation and repair of the Surface Water Management System within Heartwood Community. Maintenance, operation and repair of the Surface Water Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District and the City of Gainesville, as may be applicable.. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water Management System shall be as permitted, or if modified, as approved by the St. Johns River Water Management District and the City, as applicable. The City and District shall have the right to enter upon the Property to inspect the Surface Water Management System.

8.3 Any amendment to the Declaration which alters the Surface Water Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior written approval of the St. Johns River Water Management District and the City, as applicable.

8.4 The City, as may be applicable, and St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained herein which relate to the maintenance, operation, and repair of the Surface Water Management System.

9. Voting Rights. Owners and Declarant shall have the voting rights set forth in the By-Laws.

10. Board of Directors. The affairs of Association shall be managed by a Board of odd number with not less than three (3) nor more than nine (9) members. The initial number of directors shall be three (3). Board members shall be appointed and/or elected as stated in the By-Laws. The election of Directors shall be held at the annual meeting. Directors shall be elected for a term expiring on the date of the next annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME	ADDRESS
Sarah Vidal-Finn	802 NW 5 th Avenue, Suite 200 Gainesville, FL 32601
Andrew Meeker	802 NW 5 th Avenue, Suite 200 Gainesville, FL 32601
Shawn Moss	802 NW 5 th Avenue, Suite 200 Gainesville, FL 32601

11. **Dissolution.** In the event of the dissolution, termination or final liquidation of Association other than incident to a merger or consolidation, written notice shall be provided to the City of Gainesville at least thirty (30) days prior to such dissolution, termination or final liquidation. In the event of such dissolution, termination or final liquidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit Court of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In addition, in the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water 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 and the City, as applicable, prior to such termination, dissolution or liquidation.

12. **Duration.** Association shall have perpetual existence.

13. **Amendments.**

13.1 **General Restrictions on Amendments.** Notwithstanding any other provision herein the contrary, no amendment to these Articles shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, as applicable, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

13.2 **Amendments Prior to and Including the Turnover Date.** Prior to and including the Turnover Date, Declarant shall have the right to amend these Articles, as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Declarant's right to amend under this Section is to be construed as broadly as possible. In the event that Association shall desire to amend these Articles prior to and including the Turnover Date, Association must first obtain Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical

to that approved by Declarant may be adopted by Association pursuant to the requirements for amendments after the Turnover Date. Thereafter, Declarant shall join in such identical amendments so that its consent to the same will be reflected in the Public Records.

13.3 Amendments after the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of (i) sixty-six and two thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of the votes present, in person or by proxy, at a duly noticed meeting of the members of Association at which there is a quorum.

14. **Limitations.**

14.1 Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

14.2 Rights of Declarant. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Declarant.

14.3 By-Laws. These Articles shall not be amended in a manner that conflicts with the By-Laws.

15. **Incorporator.** The name and address of the Incorporator of this corporation is:

The City of Gainesville, Florida
802 NW 5th Avenue, Suite 200
Gainesville, FL 32601

16. **Officers.** The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

President	Sarah Vidal-Finn 802 NW 5 th Avenue, Suite 200 Gainesville, FL 32601
-----------	---

Vice President	Andrew Meeker 802 NW 5 th Avenue, Suite 200 Gainesville, FL 32601
----------------	--

Secretary/Treasurer	Shawn Moss 802 NW 5 th Avenue, Suite 200 Gainesville, FL 32601
---------------------	---

Following Turnover, the Board shall consist of five (5) Members, which shall be Owners of Lots. Notwithstanding the foregoing, nothing shall interfere with Declarant's rights as described in the Declaration.

17. **Indemnification of Officers and Directors.** To the extent allowed by applicable law, the Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

18. **Transactions in Which Directors or Officers are Interested.** No contract or transaction between Association and one (1) or more of its Directors or Officers or Declarant, or between Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors, or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officer of Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

- Signatures to Follow on Next Page -

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this 18 day of January, 2018.

THE CITY OF GAINESVILLE,
a Municipal Corporation of the
State of Florida

By: [Signature]
Name: Lauren Poe
Its Mayor

Approved as to form and legality:
[Signature]
Name: Lisa C Bennett
City Attorney

Attest:
[Signature]
Name: Omichele D. Gainey
Clerk of the City Commission

STATE OF FLORIDA

COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 18 day of January, 2018, by Lauren Poe, as Mayor and Omichele Gainey, as Clerk of the City Commission of The City of Gainesville, a municipal corporation of the State of Florida, who is () personally known to me or () has produced _____ as identification.

(Seal)

[Signature]
Notary Public
Print Name: Sharon D. Williams
My Commission Expires: 10/25/19



ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, and is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.

Dated this 18 day of Jan., 2017.



Print Name: LAUREN POE

This Instrument Prepared By:

Brenna M. Durden
Lewis, Longman & Walker, P.A.
245 Riverside Avenue, Suite 150
Jacksonville, FL 32202

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HEARTWOOD COMMUNITY**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HEARTWOOD COMMUNITY, is made this 4th day of January 2018 by The City of Gainesville, a municipal corporation of the State of Florida (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Alachua County, Florida, which is more particularly described in **Exhibit A** attached hereto (hereinafter the "Property"); and,

WHEREAS, Declarant desires to create a residential community known as Heartwood Community on said Property; and

WHEREAS, Declarant wishes to provide for the preservation and maintenance of the appearance, values and amenities of Heartwood Community and, to that end, desires to subject the Property to the terms, conditions, rights and obligations of this Declaration of Covenants, Conditions and Restrictions for Heartwood Community, (hereinafter the "Declaration"), and,

WHEREAS, Declarant has created a not-for-profit membership corporation known as the Heartwood Community Homeowners' Association, Inc., (hereinafter the "Association") to be given the power and duties described herein including the power to enforce this Declaration;

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

ARTICLE I

DEFINITIONS

1.1. "Articles" or "Articles of Incorporation" shall mean the Articles of Incorporation of Heartwood Community Homeowners' Association, Inc., as filed with the Florida Department of State, as the same may be amended from time to time. A copy of the current Articles is attached hereto as **Exhibit B** and incorporated herein by reference.

1.2. "Assessment" shall mean money paid by Owners for Association expenses as provided for herein, which money shall be used without limitation, for promoting the recreation, common benefit, and enjoyment of the Owners and occupants of Heartwood Community and for owning, maintaining, improving, repairing, replacing, insuring, managing, leasing and/or operating the Common Areas within Heartwood Community; all as may be specifically authorized from time to time by the Board of Directors which, if not paid by an Owner, can result in a lien against the Owner's Lot.

1.3. "Association" shall mean and refer to the Heartwood Community Homeowners' Association, Inc., its successors and assigns.

1.4. "Board of Directors" or "Board" shall mean and refer to the representative body that is responsible for administering the Association.

1.5. "Bylaws" shall mean the Bylaws of the Association, as the same may be amended from time to time. A copy of the current Bylaws of the Association are attached hereto as **Exhibit C**, and are incorporated herein by reference.

1.6. "Common Areas" shall mean all real property and all improvements thereon to be owned or leased by the Association for the common use and enjoyment of the Owners, their guests, agents, assigns, employees and invitees, as well as all real property which is dedicated to the Association by recorded plat or otherwise. Without limiting the foregoing, the Common Areas shall specifically include all "common open space" "conservation easement" and "drainage easement" areas, as well as Loop Road "B", East Alley Road and West Alley Road, all as shown on the Plat, as amended from time to time.

1.7. "Declarant" shall mean and refer to The City of Gainesville, Florida, and its municipal corporation successors and assigns.

1.8. "Heartwood Community" shall mean the residential community to be developed upon the Property including the Property and all improvements now or hereafter located thereon, and any lands or improvements hereafter added and submitted to this Declaration, pursuant to the right to add additional lands as set forth herein.

1.9. "Governing Documents" shall mean and refer to the Declaration, the Articles, the Bylaws, and the Rules of the Association, as filed or recorded as may be necessary. In the event of conflict or inconsistency among the documents, the governing provision shall be that first appearing in the following sequence: the Declaration, the Articles, the Bylaws and the Rules.

1.10. "Lot" shall mean a portion of the Property, whether improved or unimproved, which may be independently owned and conveyed, and which may be improved with a dwelling unit. The term shall refer to the land, if any, which is part of the Lot as well as any improvements on the Lot. The boundaries of each Lot are shown on the Plat, as may be amended from time to time.

1.11. "Member" shall mean and refer to all persons who are members of the Association as provided in this Declaration, and the Articles and Bylaws of the Association.

1.12. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Property, but shall not mean or refer to any mortgagee, unless and until any such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.13. "Plat" shall mean and refer to the HEARTWOOD SUBDIVISION PLAT, according to the plat thereof recorded in Plat Book _____ Page _____ of the public records of Alachua County, Florida.

1.14. "Property" shall mean and refer to that certain real property described in Exhibit A, known as Heartwood Community, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and submitted to this Declaration.

1.15. "Rules and Regulations" shall mean and refer to the rules and regulations governing the conduct, maintenance and use of the Property, as the same may be adopted by the Board from time to time. The Board may not adopt Rules and Regulations affecting any portion of the Property owned by Declarant, unless expressly consented to by Declarant.

1.16. "Surface Water Management System" shall mean any real property together with improvements thereon required or described in any permits issued by the City of Gainesville, St. Johns River Water Management District, Department of Environmental Protection, the U.S. Army Corps of Engineers, or any other applicable governmental agency as may be amended from time to time, for the management and storage of surface waters, drainage and flood protection for the Property, including work or features such as swales, ditches, canals, inlets, impoundments, berms, ponds, lakes, retention/detention areas, wetlands, mitigation areas, conservation areas, flow ways, culverts and pumps.

ARTICLE II

DEVELOPMENT AND PROPERTY RIGHTS

2.1. Development.

a. Development of the Property. Declarant shall have the right, but not the obligation, for so long as Declarant owns any Lot, to make improvements or changes to all Common Areas, or the Lots owned by Declarant, including without limitation: (i) installation and maintenance of any improvements to the Common Areas; (ii) changes in the location of the boundaries of any Common Areas or Lots owned by Declarant; and (iii) changes in the maintenance of any surface water management system, water, sewer, drainage, irrigation or other utility systems or facilities, if any.

b. Platting. Declarant reserves the right to record, modify, amend, revise and add to, at any time, and from time to time, one or more subdivision plats or re-subdivision plats setting forth such information as Declarant may deem necessary with regard to the Property including, without limitation, the locations and dimensions of the Lots, Commons Areas, additional property, roads, utility systems, surface water management system, utility easements, drainage easements, access easements and set back line restrictions.

2.2. Common Areas. Every Owner shall have a right and easement of enjoyment in and to the Common Areas, together with a non-exclusive easement of ingress and egress over the common roadway and any access easements identified on the Plat as being on the Property, which right and easement of enjoyment shall be appurtenant to and shall pass with title to every Lot subject to the following provisions:

a. The right of the Association to charge all Owners reasonable Assessments for the ownership, operation, maintenance, replacement and repair of the Common Areas;

b. The right of the Association to dedicate, transfer or grant an easement or property rights to all or any part of the Common Areas to any public agency, authority, or utility for such purposes, and subject to such conditions, as may be set forth in the Governing Documents;

c. The right of the Association to modify any governmental authorizations or permits for any of the Common Areas on the Property;

d. The right of the Association to enter into such easements and/or cost-sharing agreements with adjacent property owners for operation, maintenance, replacement and repair of Common Areas or other shared infrastructure improvements;

e. The right of the Board to promulgate, modify, amend and enforce reasonable rules and regulations relating to the use and enjoyment of the Common Areas; and,

f. Easements for ingress and egress and right of way are reserved for pedestrian traffic over, through, on and across all Common Areas and upon all sidewalks, paths, walkways, lanes, streets and avenues, as the same from time to time exist upon the Common Areas; and for vehicular, through and across such portions of the Common Areas as from time to time may be installed for such purposes.

2.3. Conveyance of Common Areas. Declarant shall not be required to convey the legal and equitable title and ownership to the Common Areas or any part thereof until such time as Declarant no longer owns any Lot on the Property. Declarant may convey title, and the Association shall accept title, at any time prior to Declarant's conveyance of the last Lot owned by Declarant, at Declarant's sole option.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.1. Qualification. Every person or entity who is a record fee simple Owner, including Declarant, at all times as long as it owns all or any part of the Property, shall be a

Member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a Member. If any such Owner is not a natural person, the subject entity shall designate a natural person who shall act as the Member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to Assessment. When any Lot is owned of record by two or more persons or other legal entity, all such persons or entities shall be Members.

3.2. Voting. The Members of the Association shall be entitled to one (1) vote for each Lot owned. The total votes shall not exceed the total number of Lots. A vote shall not be divisible. If a Lot is owned by one natural person, his or her right to vote shall be established by the record title to the Lot. If a Lot is owned jointly by two or more natural persons, that vote may be cast in the manner described in the Bylaws. If two or more Owners of a Lot are present and cannot agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If an Owner is not a natural person, the vote shall be cast by the person named in a voting certificate signed by all of the individual owners or the appropriate, authorized official(s) or representative(s) of such entity.

3.3. Approval or Disapproval of Matters. Whenever the decision or approval of the Owner is required upon any matter, whether or not the subject of an Association meeting, such decision or approval may be expressed by any person who could cast the vote as provided in section 3.2 above if present in person at an Association meeting, unless the joinder of all record Owners is specifically required.

3.4. Termination of Membership. The termination of membership in the Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Association during the period of his/her membership, nor does it impair any rights or remedies which the Association may have against any former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3.5. Membership Roster. The Association shall maintain a current roster of names and mailing addresses of Owners. A copy of the up-to-date roster shall be available to any Owner upon request.

3.6. Board of Directors. Except as otherwise specifically provided by law or by the Governing Documents, the Association shall act through its Board of Directors and its Officers, and no vote of the Members shall be required. The Officers and Directors of the Association have a fiduciary relationship to the Members.

ARTICLE IV

COVENANTS FOR ANNUAL AND SPECIAL ASSESSMENTS

4.1. Assessments. Subject to the provisions of Sections 4.14 and 4.15 herein, Declarant for each Lot owned by it within the Property, hereby covenants and agrees, and each Owner (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance), including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association annual, special and initial capital Assessments to be

fixed, established and collected from time to time as hereinafter provided. All Assessments, together with interest, costs of collection and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which such Assessment is made, and shall also be the personal obligation of the Owner.

4.2. Initial Capital Assessment. An initial capital Assessment of one hundred dollars (\$100.00) per Lot may be levied against all Owners, including initial Owners (other than Declarant), and all successor Owners, and shall be collected at closing.

4.3. Annual Assessments. The Annual Assessments levied by the Association shall be collected by the Board and shall be used for the purpose of promoting the health, safety and welfare of the residents in the Property, which may include, but shall not be limited to, the following:

a. Improvements, maintenance, replacement and repair of the Common Areas, including, but not limited to, the cost of the following:

1. All streets, driveways, parking areas, sidewalks, rights of way and access easements, to the extent that such improvements are a part of the Common Areas;
2. All landscaped areas including lawns, shrubs, trees and other planting located on Common Areas;
3. All equipment and facilities owned by or acquired by the Association located on the Common Areas, if any;
4. All sewer utility facilities, including pipes, lines, grinder stations, lift stations, easements/tracts and facilities in the Common Areas;
5. Walls, fences, signs, street lights and fountains located on the Common Areas;
6. Maintenance and repair of all storm drains, drainage courses, and drainage easements dedicated to the Association;
7. Any necessary utility services for the Common Areas and water to service the sprinkler system in the Common Areas; and,
8. Operation, repair and maintenance of the Surface Water Management System;

b. Hiring professional advisors, management companies and the payment of associated management fees and charges;

c. Maintaining casualty insurance covering the full insurable replacement value of any insurable Common Areas with extended coverage;

d. Maintaining liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the guests, invitees, or tenants of any Owner arising out of their occupation or use of the Common Areas. The policy limits shall be set by the Association, and shall be reviewed at least annually, and increased or decreased in the discretion of the Association;

e. Worker's compensation insurance to the extent necessary to comply with the Florida Statutes and any other insurance deemed necessary by the Board;

f. Acquiring equipment for the Common Areas as may be determined necessary by the Board, including, without limitation, all equipment and personnel necessary or proper for use or maintenance of the Common Areas;

g. Any other materials, supplies, equipment, labor, management, supervision, services, personnel, repairs, structural alterations, insurance, taxes or Assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board for the operation of the Common Areas for the benefit of the Owners, or for the enforcement of these restrictions;

h. Establishment of reserve accounts for capital expenditures and deferred maintenance for the Common Areas; and

i. Payment of real property taxes (if any), personal property taxes and other assessments levied against the Common Areas.

4.4. Special Assessments. In addition to the Annual Assessments, the Association may levy Special Assessments. Special Assessments include those assessments which are 1) levied for capital improvements to construct or acquire improvements for the Common Areas or areas to be maintained by the Association; 2) the reconstruction or replacement of improvements on the Common Areas or areas to be maintained by the Association, and 3) other items of expense not accounted for in the annual amount assessed as a result of, among other things, the following: (i) extraordinary items of expense under this Declaration; or, (ii) such other reason or basis determined by the Board which is not inconsistent with the Governing Documents. Special Assessments are in addition to the Annual Assessments, and shall be paid in such manner and at such time as the Board determines. Special Assessments need not be levied at a uniform rate, but may be allocated to a specific Lot or Lots which are specially benefited by the Special Assessment.

4.5. Determination of Assessments. The Board shall fix the date of commencement, and the amount of the Assessments against each Lot at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Owners and Assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Member. No later than fourteen (14) days after fixing the date of commencement and amount of Assessments, the Association shall notify Owners by sending written notice of such commencement date and amount to said Owners at the address shown on the current roster of Members, which notice shall be conclusive as to delivery to Owners. The Association shall, on demand and for a reasonable charge, furnish to any Owner liable for said Assessment, a certificate in writing signed by an officer of the Association setting forth whether said

Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

4.6. Apportionment of Assessments. In determining the Annual Assessments, the Board shall take into consideration the actual costs of maintaining specific portions of the Properties and may assess different Lots in different portions of the Property at different rates, and in addition, the Board may assess vacant Lots at different rates than improved Lots, all at the Board's discretion.

4.7. Payment of Annual Assessments. The Annual Assessments, for which provision is herein made, shall be paid quarterly, semi-annually or annually, in advance, as determined by the Board of Directors. The first Annual Assessment shall be adjusted according to the number of months remaining in the fiscal year.

4.8. Establishment of Liens. Any and all Assessments levied by the Association in accordance with the provisions of this Declaration or any of the Governing Documents, together with interest at the highest rate allowed by law, and costs of collection (including, but not limited to interest, late charges, reasonable costs and attorneys' fees) are hereby declared to be a charge and continuing lien against the Lot against which each such Assessment is made and shall also be the personal obligation of the Owner of each Lot assessed. Said lien shall be perfected from and after the recording of a Claim of Lien in the Public Records of Alachua County, Florida, by the Association setting forth the amount, due date of each unpaid Assessment as of the date the Claim of Lien is recorded, and such other information as required by law

4.9. Priority of Liens. The Association's lien is effective from and shall relate back to the date on which the Declaration was recorded. However, as to a First Mortgagee holding a first mortgage of record, the lien is effective from and after recording of a Claim of Lien in the Public Records of Alachua County, Florida, unless the Association's Claim of Lien is recorded prior to said first mortgage.

4.10. Obligation of First Mortgagees. A lien of the Association hereunder shall not be affected by the sale or transfer of a Lot. However, the liability of each First Mortgagee, or its successor or assignee as a subsequent holder of a first mortgage, who acquires title to a Lot by foreclosure or deed in lieu of foreclosure for the unpaid Assessments that become due before the First Mortgagee's acquisition of title, shall be in accordance with Florida law.

4.11. Collection of Assessments. If any Owner fails to pay any Assessment, or installment thereof, within thirty (30) days after the same becomes due, then the Association shall have any or all of the following remedies, to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Association:

a. To charge interest on such Assessment or installment, from the date it becomes due until paid, at the highest rate allowed by law, as well as to impose a late payment penalty of not more than the greater of Twenty-Five Dollars (\$25.00) or Five Percent (5%) of the amount of each installment that is paid past the due date;

b. To accelerate the due date for the entire remaining unpaid amount of the Annual Assessment against the Owner's Lot for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments;

c. To record a claim of lien and file an action to foreclose the lien. The lien may be foreclosed by an action in the name of the Association in the same manner as provided by Florida Statutes, as amended from time to time, for the foreclosure of liens for unpaid homeowners' assessments;

d. To bring an action at law for a money judgment against the Owner without waiving any lien or foreclosure rights of the Association; and,

e. To charge to the Owner all attorneys' fees and other administrative fees and collection costs incurred by the Association to collect such delinquent Assessment or installment.

4.12. Additional Remedies. In addition to all other rights or remedies of the Association under Section 4.11 above or pursuant to Florida law, the Association shall, subject to compliance with any procedural requirements mandated by Florida law, also have the following rights and remedies:

a. If an Owner fails to pay any regular Annual Assessment or installment thereof within ninety (90) days after the same becomes due, the Association shall have the right to suspend the voting rights of the Owner in the Association if the Owner fails to pay any regular Annual Assessment.

4.13. Certificate. The Association shall, within fifteen (15) days after the request for the same by an Owner or mortgagee, or his/her designee, furnish a certificate in writing signed by an Officer or authorized agent of the Association setting forth all Assessments and other moneys owed to the Association by the Owner or mortgagee with respect to the Owner's Lot. The Association may charge a fee for the preparation of the certificate and must indicate the amount of the fee on the certificate.

4.14. Capital Contributions. Declarant and, after turnover of control of the Association to Members other than Declarant, the Board, may establish capital contributions to be paid upon the initial sale or subsequent resale of a Lot. The sum shall be used and applied for startup costs and as a working fund in connection with any and all operating expenses of the Association after turnover. All such capital contribution money shall be maintained in an account separate from the Association's general operating account.

4.15. Unconditional Obligation of Owner. Suspension of a Member by the Board shall not relieve a Member from the obligation to pay any Assessment as it becomes due. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas.

4.16. Exempt Property. The following property subject to this Declaration shall be exempted from the Assessments, charges, and liens created herein:

a. All properties subject to any easement or other interest therein dedicated and accepted by the City or County and devoted to public use; and

b. All Common Areas owned in fee simple by the Association.

4.17. Declarant's Rights and Obligations. Notwithstanding any provisions of this Declaration or the Association's Articles or By-Laws to the contrary, Declarant shall be excused from payment of its share of the Annual Assessments as to the Lots as owned by Declarant during the "Guaranty Period." The "Guaranty Period" shall be the period commencing upon the recording of this Declaration and ending upon the earlier of (i) Declarant providing sixty (60) days written notice to each Member of the Association terminating the Guaranty Period or (ii) the date Declarant turns over the control of the Association to Members other than Declarant (hereinafter "Turnover"). During the Guaranty Period when Declarant is excused from paying its share of any Assessments, Declarant shall be obligated to pay the difference between the Association's expenses of operation and the sums collected for Annual Assessments from Owners other than Declarant and other income of the Association. Prior to each year in which the guaranty is in effect, the Board of Directors of the Association shall determine the level of Annual Assessments to be paid by each Lot owned by an Owner other than Declarant.

ARTICLE V

MAINTENANCE OF PROPERTY; OTHER OBLIGATIONS

5.1. Duties of Association. The Association shall maintain, repair, operate, manage, insure, and take commercially reasonable action to replace as often as reasonably necessary, the Common Areas and any and all improvements situated on the Common Areas, whether currently owned by, dedicated to, or subsequently dedicated or transferred to the Association, including, but not limited to the following improvements which may exist on or within the Common Areas: the Surface Water Management System, open space areas, drainage areas, conservation easement areas, landscaping, parking areas, paving, utilities, irrigation systems, pipes and sprinklers, perimeter walls and/or fences, any wall and/or landscaped buffer, sidewalks, and structures. All such work shall be done as ordered by the Board of Directors of the Association.

5.2. Duties of Lot Owners. Each Owner of a Lot shall be responsible for the cleaning, and general maintenance and repair of their Lots as well as the interior and exterior of or any improvements located entirely on their Lot.

5.3. Association Intervention. In addition to maintenance of the Common Areas, the Association may provide upon any Lot requiring same, when necessary in the opinion of the Board of Directors, to preserve the beauty, quality and value of the neighborhood, any maintenance, repair or replacement that is otherwise the responsibility of the Owner as described herein, if the Owner fails to replace, restore, repair or perform the required maintenance after ten (10) days written notice to the Owner of the need of such replacement, restoration, repair or maintenance.

The cost of such maintenance shall be assessed against the Lot upon which such maintenance is performed, or at the option of the Board of Directors, against the Lots benefiting from the maintenance. The Assessment shall be apportioned among the Lots involved in the manner

determined to be appropriate by the Board. Any such maintenance Assessments shall not be considered a part of the annual or special Assessment. Any such maintenance Assessment shall be a lien on the Lots affected and the personal obligation of the Owners, and shall become due and payable in all respects, together with interest, reasonable attorneys' fees, and cost of collection, in the same manner and under the same conditions as provided for the other Assessments of the Association.

ARTICLE VI

ARCHITECTURAL CONTROL AND RECONSTRUCTION

6.1. Approval of Architecture. No improvement, addition or deletion of a structure of any kind, including, without limitation, any building, fence, wall, screen enclosure, awning, or other improvement shall be commenced, erected, placed or maintained upon any part of the Property, including any Lot, nor shall any addition, change, alteration, repair or replacement therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by Declarant or, to the Board after Turnover from Declarant. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography, in accordance with the provisions of this Article VI and the Heartwood Design Guidelines, attached hereto and made part hereof as **Exhibit D**. Approval shall not be unreasonably withheld.

6.2. Architectural Review Committee ("ARC") and Approval. The following list summarizes those design guidelines that ARC requires for submitted plans:

- a. Use of professionals qualified in the fields of architecture, landscaping, engineering and surveying.
- b. Compliance with all deed restrictions as found in this Declaration.
- c. Preservation of the natural character of the building site to the maximum extent possible including trees, natural terrain common open space and conservation easement areas.
- d. Emphasis on aesthetics of exterior architectural and landscape designs.
- e. Requirements for minimum 3:12 to maximum 6:12 primary pitch of roof.
- f. Minimum of two-car garage.
- g. Minimum 30" finished floor elevation.
- h. A drainage / erosion control plan that incorporates best practices to assure appropriate drainage occurs as a result of the construction in accordance with industry standards and law. The ARC will not approve any construction and/or drainage plan that includes pumping or otherwise removing sewage from the primary building lot to another non-adjacent "drain field lot", or any such arrangement that will detrimentally affect the Common Areas. Foundation drains, gutter down spouts, and/or rain gardens shall be properly drained away from the house. Such plan shall be followed by the contractor in all respects.

i. Integration of the exterior house lighting and landscape lighting into an arrangement that is aesthetically pleasing and gives full consideration to human safety in and around the system.

j. Submitted plans must address all exterior materials and surface treatments, including without limitation, roof, doors and decks. Approval of exterior design will be based upon overall design themes and consider:

1. Mass and scale;
2. Materials, textures, colors, and finishes;
3. Continuity between primary design elements and secondary surface treatments; and
4. Vertical and horizontal lines and roof pitches.

The ARC may disapprove any proposed new construction or changes to existing homes for purely aesthetic reasons if, in its judgment, such action is required to maintain the architectural standards of the Heartwood Community.

6.3. Preliminary Architectural Review. A preliminary design review may be requested by an Owner or his agent. The ARC will conduct a review with the Owner and/or his agent to review the proposed plans. A preliminary review should include the following documents:

a. Proposed to-scale site plan and landscaping plan including all rights of way, easements, and off-sets / set-backs;

b. Two sets of large plans (24" x 36") and two set of small plans (8 1/2 " x 11") of all exterior elevations (all sides) and floor plans [one eighth (1/8") or one quarter (1/4) drawings are acceptable; and

c. All proposed exterior materials, colors and finishes shall be on a single board approximately 24" X 36".

6.4. Final Architectural Review. The Owner or his agent must submit final construction plans (3 copies), application fees, compliance deposit, material samples, product photos or brochures, and color chips as follows:

a. Application forms for residential construction or improvements as appropriate.

b. Site plan, including house location by scale within the building envelope and a topographical survey showing current topography of the Lot as well as proposed topographical changes to the Lot and how the finished grades affect adjacent Property, roadways, culverts, and waterways. Regulations (including impervious calculations and finished floor elevation) must be strictly followed pertaining to any land disturbing activity and the location of a silt fence on three (3) sides of the Lot.

c. Detailed landscape plan include irrigation intake pipe and pump with the proposed housing if part of the proposal.

- d. Floor plans.
- e. Building sections and wall section details.
- f. Exterior elevations (all sides).
- g. Roofs: structure, materials, color.
- h. Exterior Walls: structure, materials.
- i. Fascia and trim: construction materials, color.
- j. Doors/garage doors: specifications, materials, color.
- k. Patio/decks/screened porches: structure, materials, finish.
- l. Fences/walls: structure, materials, proposed color.
- m. Mechanical equipment: location of all exterior apparatus, including appropriate screening details.
- n. Driveways: materials, finish, and colors where appropriate;
- o. Proposed swimming pools: plans, layouts, fencing, and landscaping.
- p. Proposed satellite dishes, antennae, etc.
- q. Proposed bulkheads and docks where appropriate.
- r. Proposed geo-thermal systems and locations.
- s. Proposed sub-surface drainage system and locations.
- t. Proposed accessory structures.

6.5. Approval by ARC. Approval by the ARC shall in no way relieve the contractor or Owner of their responsibility and liability for adherence to all applicable Federal, State or local government laws, rules, regulations, ordinances, and codes. All such approvals must be obtained prior to ARC approval.

The ARC will review all design documents, sample materials and color chips. All copies of plans shall be signed and dated by the contractor and ARC. If there is a difference between the approved plans and the written application, the plans shall be the standard. One set of ARC approved plans shall be returned to the contractor with ARC comments.

To the extent land disturbing activities are considered, the contractor and Owner shall also abide by the rules and regulations of the City.

6.6. Design Document Changes. During the construction process the contractor must submit any proposed changes to the ARC for review prior to deviating from the plans approved by the ARC. A letter from the Owner and contractor, supported by additional documentation as required, must be submitted to the ARC. Any deviations require prior ARC written approval. Approved changes must be noted on the master design document and initialed by the Owner, the contractor and ARC. Failure to comply may result in the requirement of removal at the Owner's expense of any change made in violation hereof.

6.7. Variances. All requests for variances from the provisions of this Article VI, including without limitation, the provisions or the Heartwood Design Guidelines contained in Exhibit D attached hereto, shall be submitted to the ARC by an Owner or his agent. Variances will be granted only in extraordinary circumstances where hardship has been demonstrated. Each variance granted applies solely to the unique circumstances of the individual request and shall not be deemed to set a precedent for future requests. Variances shall not be granted to the extent they encroach upon or violate applicable legal requirements.

a. Setback Variances. All requests for setback variances must be submitted along with normal ARC submittals. Setback variances will not be granted if they can be avoided (usually by altering plans, submitting alternate floor plans, or submitting same plans for a different or larger lot size). If a setback variance is requested after construction begins, there will be a non-refundable \$250.00 application and review fee required. If the setback variance request is not granted the violation must be removed. The application fee of \$250 will not be refunded.

6.8. Periodic Observations. The ARC reserves the right, but is not obligated, to periodically observe construction projects in progress to attempt to determine whether or not the construction is in conformance with approved design documents and materials and compliance with these standards and the approved plans. All Owners and contractors agree to cooperate fully with the ARC and grant access as required. ARC representatives will review cleanliness of the work site, adherence to permits, water/silt/soil runoff and silt fencing as required, conformance to approved plans, adherence to acceptable construction practices and standards and appropriate on-site vehicle parking. If any sedimentation or erosion control issues are observed, the ARC representative will report the matter to the ARC with a copy to the contractor and the Owner.

6.9. Deposits and Fees and New Construction. An access permit will not be issued until the following fees are paid:

a. A non-refundable architectural review submittal fee of \$250.00 by the Owner or contractor.

b. A refundable road impact deposit of \$1,000.00 by the Owner or contractor.

c. A refundable \$3,000.00 non-interest bearing compliance and damage deposit per permit application by the Owner or contractor. This deposit (less any fines imposed) will be returned to the Owner or contractor (as applicable) when the landscaping is completed, the ARC receives a final as built survey, and a final inspection has been completed and approved by the ARC. Should the Owner or contractor accrue any fines or remedial charges during construction, the amount of the fine or charge will be deducted from the compliance and damage deposit.

d. Fines will be levied against the Owner and/or the contractor for work performed without a required ARC permit.

e. Fees, deposits, and fines may be changed by the Association from time to time without notice.

f. The Declarant is exempt from the provisions of this Section 6.9.

6.10. Return of Compliance and Damage Deposit and Road Impact Deposit. When all construction is completed, including landscaping and irrigation and a certified "As Built" survey is submitted with request of final inspect, ARC will conduct a final review. The Owner's or contractor's (as applicable) road impact deposit will be returned, less any outstanding fines or charges.

6.11. Fee for Renovations and Additions. The Owner or contractor shall post a non-refundable ARC review submittal fee of \$250.00 for each application of external renovations, and/or alterations and/or additions to existing dwellings that change the footprint or elevation (including design, material or color changes) of the structure, including without limitation, swimming pools, before a permit will be issued. Documentation, fees, and deposit submission will be determined by ARC considering the total scope of the project. Swimming Pool Construction: A refundable, non-interest bearing compliance and damage deposit of \$1,000.00 will be posted by the Owner or contractor before approval for construction is granted; all other provisions of this Article, other than the fees, apply. Said deposit will be returned once said pool including fencing and landscaping has been completed and has been approved by the City and the ARC. The Declarant is exempt from the provisions of this Section 6.11.

6.12. Termination/Replacement of Contractor. The ARC shall be given written notification of a decision by an Owner to terminate or replace a contractor during the construction phase. Before commencing construction, the new contractor shall post a construction deposit of \$1000.00. Once this deposit is received, the ARC may refund the remaining construction deposit to the terminated contractor less any outstanding fines or charges.

6.13. Design Documents. In order to facilitate a consistent review process, the design documents should adhere to the criteria outlined below.

a. Site Plan. The scale shall be a minimum of 1" = 10' and include:

1. Lot lines with dimensions and bearings;
2. Existing contours at one (1') foot maximum intervals, indicating elevation above sea level;
3. Existing tree location for every tree six inches (6") or over in diameter at ground level and species;
4. North arrow;
5. Building setback lines;

6. Easements;
 7. Rights of way;
 8. Driveways/Walkways;
 9. Patios/Decks;
 10. Swimming Pools;
 11. Culverts;
 12. Drainage plan both inflowing and out flowing as needed and where required by the ARC in its discretion. Such plan must be submitted by a licensed professional engineer and certified to the Association. ARC may allow other disciplines to satisfy this requirement so long as the professional is duly licensed, is competent to handle drainage matters, and has current malpractice insurance coverage in force;
 13. Dwelling perimeters (1st /2nd floors) and finished floor elevation;
 14. Roof line overhangs;
 15. Total impervious square footage for the structure and all other improvements on the Lot, as measured by the footprint of the structure, walkways, patios, accessory structure, driveways, etc.; and
 16. Survey of landform (topography) and vegetation is required before grading or clearing of the Lot will be approved.
- b. Floor Plans:
1. The scale shall be $1/4" = 1.0'$.
- c. Exterior Elevations:
1. The scale shall be: $1/4" = 1.0'$;
 2. Topographic elevations at building corners;
 3. All exterior views of all structures including materials; and
 4. Rendering of exterior color samples for all elevations if not consistent throughout.
- d. Building Sections:
1. The scale shall be $1/4" = 1.0'$;

2. Wall/roof sections; and
 3. Roof pitch.
- e. Exterior colors, finishes, materials:
1. Specifications;
 2. Manufacturers; and
 3. Materials/samples/photos/models/color chips.
- f. Detailed landscape plans, scale shall be a minimum of 1" = 10':
1. Easements;
 2. Rights of way should be landscaped with grass;
 3. Plant materials (description of plantings with common names and sizes);
 4. Surface materials (e.g. pine straw, mulch, or other); and
 5. Irrigation plans.
- g. Landscape Lighting

Particular attention to screening of outdoor appliances (e.g. heat pumps) should be noted in landscape plans. Height, depth, and width of screening/plantings must be identified.

ARTICLE VII

USE RESTRICTIONS

7.1. Rules and Regulations. The Association, acting through its Board of Directors, shall have the authority to make and to enforce reasonable Rules and Regulations which provide standards governing the use of the Lots and Property, in addition to those contained herein.

7.2. Maintenance of Lawns and Structures. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any Lot, and no refuse or unsightly object shall be placed or allowed to remain on any Lot. Any property, structure, improvements and appurtenances shall be kept in a safe, clean, orderly and attractive condition, and all structures shall be maintained in a finished, painted and attractive condition. All lawns, landscaping and sprinkler systems shall be installed and maintained in a neat, orderly and live condition. Xeriscape landscaping is encouraged.

7.3. Garbage. No rubbish, trash, garbage or other waste materials shall be kept or permitted at the driveway area of any Lot. All rubbish, trash, garbage or other waste materials shall be kept in sanitary containers which shall be kept in a neat condition and stored in either (i) the garage or (ii) on the side or in rear of a residence, provided any such container is screened from view of

neighboring Lots. Sanitary containers may not be placed outside the driveway area of any Lot, except for a reasonable period for refuse pickup to be accomplished.

7.4. Retention, Drainage and Conservation Easement Areas. No Lot shall be increased in size by filling in any water retention, drainage or conservation easement area on which it abuts. An Owner of a Lot shall not fill, dike, rip rap, block, divert or change the established water retention, drainage and conservation easement areas that have been or may be created by easement. An Owner may not change any conservation easement area or in any way alter or modify it. An Owner may not alter any permitted Surface Water Management System or portion thereof, or interfere with its function.

7.5. Declarant's Right to Intervene. In order to insure the health, safety and general welfare of all members of the Association, Declarant, for itself and for the Association, reserves the right to enter upon any Lot for the purpose of mowing, clearing or cutting underbrush, removing trash which has accumulated, or maintaining the improvements. However, this provision shall not create an obligation on the part of Declarant and the Association to provide such service.

7.6. Utility Lines. All utility lines and lead-in wires, including, but not limited to, electrical lines, cable television lines, telephone lines, water and sewerage located within the confines of any Lot shall be located underground.

7.7. Each Lot shall only be used as a residence for a single family and for no other purpose.

7.8. No Lot (and the improvement thereon) shall be leased or rented, whether for cash payment or not.

7.9. No Lot shall be re-divided unless approved by the Association.

7.10. No Lot or any portion of the Property nor any improvement(s) erected thereon, shall be used, or occupied in a manner injurious to the use, occupation or value of the adjacent residential uses.

7.11. No structure may be located in violation of the setback line described in the Plat. Setbacks in excess of those established on the Plat may be required by the Architectural Review Committee.

7.12. Any construction commenced upon any Lot shall be completed within six (6) months from the date of first delivery of any materials to the Lot unless an extension thereof is granted by the Architectural Review Committee. After commencement of construction of any improvements on any Lot, the improvements shall not remain in a partly finished condition any longer than reasonably and normally necessary for completion thereof. The Owner of the Lot on which improvements are being constructed shall at all times keep rights of way contiguous to the Lot free from any dirt, mud, garbage, trash or other debris which might be occasioned by construction of the improvements. Should the Owner leave such improvement(s) in an incomplete condition for a period of more than six (6) months, the Association is authorized and empowered either to tear down and clear from the Lot the uncompleted portion of such structure or to complete

same at its sole discretion and in either event, the expense incurred shall be charged against the Owner's interest therein and shall be a lien upon the Lot involved.

7.13. No building shall be constructed on any Lot, except one single-family detached dwelling.

7.14. No trade, business, service, professional care, instruction, or manufacture of any kind or nature whatsoever shall at any time be conducted on any Lot or any portion of the Property nor shall any building erected thereon be used for such purposes; provided, however, that Declarant, or its successor political subdivision should such occur, may construct, operate and maintain model home centers within the Heartwood Community.

7.15. All Lots and any portion of the Property shall be kept in a good state of repair and appearance. No waste or damage shall go unrepaired, whether such damage or waste be to the Lot or the improvements thereon.

7.16. No animals or pets of any kind shall be kept upon any Lot or any portion of the Property except for ordinary household pets which shall not be a nuisance or annoyance to the neighborhood.

7.17. No repairs or restoration of any motor vehicle, boat, camper, trailer, or other vehicle shall be permitted on any Lot or any portion of the Property unless such repairs are conducted in an enclosed carport or garage, nor shall any truck or van larger than 3/4 tons be parked, stored, or kept on any Lot except in an enclosed carport or garage.

7.18. Unless approved by the Architectural Review Committee, no outside antennae of any type, including but not limited to satellite dishes, shall be maintained or constructed on any Lot. If the Architectural Review Committee approves an outside antennae, the antennae shall not be visible from any right of way.

7.19. The keeping, maintaining, or storing of any recreational vehicle, including a pickup camper, mobile home, or travel trailer, either with or without wheels, or any motor boat, house boat, boat trailer, or similar water borne vehicle on any Lot is prohibited unless the same be housed completely within a structure which has been architecturally approved in accordance with this Declaration, or unless a special exception has been granted by the Architectural Review Committee.

7.20. All driveways and parking areas must be constructed of asphalt, concrete, interlocking pavers, or similar material approved by the Architectural Review Committee. Drives must be paved to the curb line and shall be continuously paved in any area meant for driving or automobile storage.

7.21. No motor vehicles, recreational vehicles, including pickup campers, mobile homes, or travel trailers, either with or without wheels, or no motor boat, house boats, boat trailers, or similar water borne vehicles shall be parked, stored, or otherwise left on any unpaved area.

7.22. There shall be no aluminum carports.

7.23. No trailer, tent, garage, or other outbuilding erected shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

7.24. No individual water supply system, irrigation wells or individual sewage disposal system shall be permitted on any Lot.

7.25. No trash, garbage or other waste material or refuse shall be placed or stored on any Lot or any portion of the Property except in covered or sealed sanitary containers. All such sanitary containers must be stored within each building, buried underground, or placed within an enclosure or concealed by means of a screening wall of material similar to and compatible with that of the building approved by the Architectural Review Committee.

7.26. No air conditioning equipment which is visible on the exterior of any improvement shall be permitted on any Lot or any portion of the Property unless approved by the Architectural Review Committee. Approval shall be based upon adequacy of screening and/or landscaping of such equipment. The Architectural Review Committee may prohibit window air conditioning units altogether or impose stricter standards.

7.27. No clearing or excavation shall be made except in connection with the construction, maintenance, or repair of an improvement; and, upon completion thereof, exposed openings shall be backfilled, and disturbed ground shall be leveled, graded and seeded, as provided on the approved plans for landscaping.

7.28. No signs, advertisements, billboards, solicitation or advertising structures of any kind shall be erected, modified or maintained on any Lot, unless prior written approval of the Architectural Review Committee is obtained. When each Lot shall be for sale, only one "For Sale" sign no larger than 6 square feet will be permitted for each Lot, provided, however, a builder or real estate broker may erect a sign of up to 32 square feet to advertise a newly constructed residence for sale during the construction and sales period. The restrictions of this section shall not apply to the Declarant.

7.29. No clothing or household fabrics shall be hung in the open on any Lot or any portion of the Property, unless the same are hung on umbrella or retractable clothes hanging devices which are located directly behind the residence and removed from view when not in use.

7.30. No building shall have any aluminum foil placed in any window or glass door or any reflective substance placed on any glass.

7.31. Any protective screening constructed along exterior Lot lines as a buffer against the encroachment of noise, dust, and/or visual pollution, or other adverse influence, shall be maintained by the Owner of such Lot, at such Owner's expense, including the repair and replacement thereof from time to time, for so long as such buffer shall continue necessary by virtue of the continued adverse influence on the adjacent Lot, which such necessity shall be determined by the Architectural Review Committee.

7.32. All fixed basketball backboards and any other fixed games shall be located at the side or rear of the residential structure. All play structures and yard accessories shall be located to

the rear of any building and within the applicable building setback lines. For any such structure exceeding six (6) feet in height, prior written approval must be first obtained from the Architectural Review Committee.

7.33. Living trees measuring eight inches (8") or more in diameter at three feet (3') or more above ground level shall not be cut down or removed from any Lot or portion of the Property without the prior written consent of the Architectural Review Committee, unless the trees are located within six feet (6') of the residence or its proposed location as approved by the Architectural Review Committee. The Owner shall obtain all required City of Gainesville Tree Removal permits.

7.34. Perpetual easements for the installation and maintenance of utilities and drainage facilities are dedicated as shown on the Plat. Within these easements, no structure, planting or other material may be placed or permitted to remain if it will interfere with vehicular traffic, or prevent the maintenance of utilities. All utilities within the Property, whether in street rights of way or utility easements, shall be installed and maintained underground. Easements are hereby reserved unto the Declarant, its successor or assigns forever, perpetually to install, and to maintain, such utilities and drainage, upon any portion of the Lots and improvements thereon.

ARTICLE VIII

EASEMENTS FOR MAINTENANCE, CONSTRUCTION AND REPAIR

8.1. Access and Repair. Declarant hereby reserves unto itself, its agents, employees, invitees and assigns, and for the benefit of the Association, and the Association's agents, employees, invitees and assigns, a non-exclusive easement for ingress and egress over any Lot located in the Property in order to gain access to the Common Areas or any Lot, in order for the Association to discharge its duties to construct, maintain and repair the Common Areas, utilities, Surface Water Management System, or other improvements and for the purpose of maintaining the Property by the Association in a manner consistent with the Association's maintenance obligations or rights provided herein, together with an easement for the maintenance of sprinkler systems owned by the Association, if any.

8.2. Driveway. The Owner of each Lot shall have a non-exclusive easement over any portion of the Common Areas crossed by the Owner's driveway, if any, to the extent reasonably necessary to connect with common roadways.

8.3. Utilities. Each Lot and the Common Areas may be subject to easements for construction, development, repair and maintenance of utilities, systems and facilities (including, but not limited to, fire, emergency management and police protection, garbage and trash removal, water and sewage system, electric and gas service, drainage, surface water management, irrigation, cable television, water drainage and telephone), roadways, and utilities. Applicable governmental agencies having jurisdiction thereover and their employees and agents shall have the right of access to any Lot or the Common Areas in furtherance of such easements. No structure, planting, fill or other material shall be placed or permitted to remain which may damage or interfere with the use of such easements.

8.4. Termination. None of the easements herein reserved, shown on the Plat or subsequently reserved by Declarant or the Board may be removed from its intended use or

otherwise terminated by any subsequent Owners or any other persons, other than Declarant or its designee (so long as Declarant or said designee owns any Lot) or the Board.

ARTICLE IX

ENFORCEMENT OF COVENANTS

9.1. Obligations of Owners. Every Owner and the Owner's tenants, guests, invitees and agents shall comply with all of the terms and conditions of this Declaration, the Articles of Incorporation and Bylaws for Heartwood Community Homeowner's Association, Inc, and Rules and Regulations as same exist and as may be amended or adopted in the future.

9.2. Remedies. Failure to comply herewith or with such Rules and Regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums for damages, an action for injunctive relief, or any combination thereof.

9.3. Cause of Action. The Association, Declarant, Owners and beneficiaries of any dedicated property or property rights contained herein shall have an action for damages, injunctive relief, or both to enforce all of the terms and conditions of this Declaration, the Articles of Incorporation, and the Bylaws against the responsible person or entity.

ARTICLE X

AMENDMENTS

10.1. Amendment by Declarant. Declarant reserves the right unilaterally to amend or terminate this Declaration and to do so at any time or times upon such conditions, in such form and for such purposes as it shall, in its sole discretion, deem appropriate by preparing and recording amendments hereto, provided however, that this right of unilateral amendment shall expire upon Turnover of control of the Association to Members other than Declarant. Any amendment shall relate back to and become effective as of the date of recording of this Declaration.

10.2. Restrictions on Amendment by Declarant. Declarant's rights shall include, without limitation, the right to amend this Declaration in order to correct any errors or omissions, or the dimensions of any Lots or Common Areas not previously conveyed, as long as any such amendment does not: (a) change the dimensions of any Lot or Common Areas previously conveyed; or (b) restrict the integrity of the lien of any lender who holds a mortgage on any previously conveyed Lot.

10.3. Amendment by Owners. After Turnover of control of the Association to Members other than Declarant, this Declaration may be amended at any time at any regular or special meeting of the Owners called and held in accordance with the Bylaws by the affirmative vote not less than four-fifths (4/5) of the Members, including Declarant for any Lots owned by Declarant. However, no amendment to this Declaration, the Articles of Incorporation of the Association, or the Bylaws of the Association, shall be valid, if such amendment would affect Declarant's rights under this Declaration. An amendment to the Declaration shall be evidenced by a certificate executed by the Association. The amendment shall become effective upon the recording of the certificate in the Public Records of Alachua County.

ARTICLE XI

GENERAL PROVISIONS

11.1. Duration of Covenants. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by Declarant, the Association or the Owner of any property subject to this 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 and restrictions shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the then Owners of four-fifths (4/5) of the Lots has been recorded agreeing to change or terminate said covenants and restrictions in whole or in part. Violation or breach of any conditions, covenants or restrictions herein contained shall give Declarant and/or Association and/or the Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants or restrictions and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said covenants or restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by Declarant and/or the Association in seeking such enforcement.

11.2. Assignment of Declarant's Rights. The Declarant shall have the right to assign all of its rights, obligations and duties to a purchaser of all or a portion of the Property by written recorded instrument. In the event of such assignment, the original Declarant shall be relieved and discharged of all liabilities and obligations under this Declaration, and the purchaser shall proceed as Declarant.

11.3. Eminent Domain Proceeds. Any awards for the taking of all or any part of the Common Areas by condemnation or eminent domain shall be used to make the remaining portion of the Common Areas usable in the manner approved by Board. The balance of such awards, if any, shall be distributed to the Owners equally.

11.4. Mailing of Notices. Any notices required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the address of the party to which the notice is directed.

11.5. Savings Clause. Invalidation of any one or more of these covenants and restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

11.6. Release or Addition of Property. Notwithstanding any of the provisions contained in this Declaration, neither Declarant nor its successors or assigns shall be obligated to develop all of the Property submitted to this Declaration, and Declarant may release any of the Property submitted in this Declaration from the terms and conditions hereof, or subject additional property to the terms of this Declaration, except any properties conveyed to the Association or Owners. Such deletions or additions shall be made by Declarant by filing in the Public Records of Alachua County an amendment to this Declaration providing for the release or addition of the property from this Declaration. However, such unilateral right to release or subject additional property to the

terms and conditions of this Declaration shall expire upon Turnover of control of the Association to Members other than Declarant.

11.7. Effective Date. This Declaration shall become effective upon its recording in the Public Records of Alachua County, Florida.

11.8 Notice to City of Dissolution. In the event of the dissolution, termination or final liquidation of Association other than incident to a merger or consolidation, written notice shall be provided to the City of Gainesville at least thirty (30) days prior to such dissolution, termination or final liquidation.

ARTICLE XII

TURNOVER

12.1. Time of Turnover. Members other than Declarant shall be entitled to elect at least a majority of the members of the Board of Directors of the Association not later than three (3) months after ninety percent (90%) of the Lots which will ultimately be operated by the Association have been conveyed to Members other than Declarant. At the Turnover Meeting, the Members other than Declarant shall elect a Board of Directors and the Directors appointed by Declarant shall resign. However, Declarant may retain the right to elect at least one (1) member of the Board of Directors of the Association as long as Declarant holds for sale in the ordinary course of business, at least one Lot.

12.2. Procedure for Calling Turnover Meeting. No more than forty-five (45) days and no less than thirty (30) days prior to the Turnover Meeting, the Association shall notify the Members in writing of the date, time and place of the Turnover Meeting.

12.3. Early Turnover. Declarant may turn over control of the Association to Members other than Declarant prior to the Turnover date set forth above by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Owners other than Declarant to elect Directors and assume control of the Association; provided, however; that at least thirty (30) days notice of Declarant's decision to cause its appointees to resign is provided to the Members. Declarant shall not be liable in any manner in connection with such resignations, even if the Members other than Declarant refuse or fail to assume control.

[Signatures to follow on next page]

IN WITNESS WHEREOF, Declarant has executed this instrument as of this 18
day of Jan, 2018.

DECLARANT:

THE CITY OF GAINESVILLE,
a Municipal Corporation of the
State of Florida

By: J-R

Name: Lauren Poe
Its Mayor

Approved as to form and legality:

Mia C Bennett
City Attorney

Attest:

Omichele D. Gainey
Name: Omichele D. Gainey
Clerk of the City Commission

STATE OF FLORIDA

COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 18 day of
January, 2018, by Lauren Poe, as Mayor and
Omichele Gainey, as Clerk of the City Commission of The City of Gainesville, a
municipal corporation of the State of Florida, who is () personally known to me or () has
produced _____ as identification.

(Seal)



Sharon D. Williams
Notary Public

Print Name: Sharon D. Williams

My Commission Expires:

EXHIBIT A

Legal Description

A tract of land situated in the NW 1/4 of Section 10, Township 10 South, Range 20 East, Alachua County, Florida, said tract of land being more particularly described as follows:

Commence at the Northwest corner of Section 10, Township 10 South, Range 20 East, and run S 89°51'23" East, along the North line of said Section 10, 430.00 feet to the Point of Beginning; thence run S 00°15'07" West 780.80 feet; thence run S 89°45'53" East 610.00 feet; thence run N 00°15'07" East 113.57 feet; thence run S 89°50'45" East 341.81 feet; thence run N 00°15'07" East 668.06 feet to the North line of said Section 10; thence run N 89°51'23" W, along the North line of said Section 10, 951.81 feet to the Point of Beginning.

LESS the North 50 feet thereof dedicated for street right-of-way.

EXHIBIT B

ARTICLES OF INCORPORATION OF HEARTWOOD COMMUNITY HOMEOWNERS' ASSOCIATION, INC. (A CORPORATION NOT FOR PROFIT)

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge:

1. **Name of Corporation.** The name of the corporation is HEARTWOOD COMMUNITY HOMEOWNERS' ASSOCIATION, INC. (the "Association")
2. **Principal Office.** The principal office of the Association is 802 NW 5th Avenue, Suite 200, Gainesville, FL 32601.
3. **Registered Office – Registered Agent.** The street address of the Registered Office of Association is 802 NW 5th Avenue, Suite 200, Gainesville, FL. The name of the Registered Agent of Association is Sarah Vidal-Finn.
4. **Definitions.** A declaration entitled Declaration of Covenants, Conditions and Restrictions for Heartwood Community (the "Declaration") will be recorded in the Public Records of Alachua County, Florida, and shall govern all of the operations of a community to be known as Heartwood Community. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
5. **Purpose of Association.** Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Surface Water Management System, the Common Areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of the Association and the Owners; (d) promote the health, safety and welfare of the Owners.
6. **Not for Profit.** Association is a not-for-profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.
7. **Powers of Association.** Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

7.1 To perform all the duties and obligations of Association set forth in the Declaration and By-Laws, as herein provided.

7.2 To enforce, by legal action or otherwise, the provisions of the Declaration and By-Laws and all of the rules, regulations, covenants, restrictions and agreements governing or binding Association and Heartwood Community.

7.3 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and By-laws.

7.4 To pay all operating costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association.

7.5 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real property (including the Common Areas) in connection with the functions of Association except as limited by the Declaration.

7.6 To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred following Turnover as described in the Declaration.

7.7 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of Heartwood Community to any public agency, entity, authority, utility or other person or entity for such purpose and subject to such conditions as it determines and as provided in the Declaration.

7.8 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

7.9 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing Association, Heartwood Community, the Common Areas, Lots and, as provided in the Declaration, to effectuate all of the purposes for which Association is organized.

7.10 To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the laws of the State of Florida may now, or hereafter, have or exercise.

7.11 To employ personnel and retain independent contractors to contract for management of Association, Heartwood Community, and the Common Areas as provide in the Declaration and to delegate in such contract all or any part of the powers and duties of Association.

7.12 To contract for services to be provided to, or for the benefit of, Association, Owners, the Common Property, and Heartwood Community as provided in the Declaration, such as, but not limited to, telecommunications services, maintenance, garbage pick-up, and utility services.

7.13 To establish committees and delegate certain of its functions to those committees.

7.14 The Association shall operate, maintain, and manage the Surface Water Management System in a manner consistent with all permits therefor and all requirements and applicable rules, and shall assist in the enforcement of the Declaration which relate to the Surface Water Management System.

7.15 The Association shall levy and collect adequate assessments against Members of the Association for the cost of maintenance and operation of the Surface Water Management System.

8. Surface Water Management System. With respect to the Surface Water Management System within Heartwood Community, the Association shall have the following duties:

8.1 Each Owner shall be responsible to pay his or her pro rata share of the cost associated with the maintenance, operation and repair of the Surface Water Management System as determined by the Association.

8.2 The Association shall be responsible for the maintenance, operation and repair of the Surface Water Management System within Heartwood Community. Maintenance, operation and repair of the Surface Water Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District and the City of Gainesville, as may be applicable.. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water Management System shall be as permitted, or if modified, as approved by the St. Johns River Water Management District and the City, as applicable. The City and District shall have the right to enter upon the Property to inspect the Surface Water Management System.

8.3 Any amendment to the Declaration which alters the Surface Water Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior written approval of the St. Johns River Water Management District and the City, as applicable.

8.4 The City, as may be applicable, and St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained herein which relate to the maintenance, operation, and repair of the Surface Water Management System.

9. Voting Rights. Owners and Declarant shall have the voting rights set forth in the By-Laws.

10. Board of Directors. The affairs of Association shall be managed by a Board of odd number with not less than three (3) nor more than nine (9) members. The initial number of directors shall be three (3). Board members shall be appointed and/or elected as stated in the By-Laws. The election of Directors shall be held at the annual meeting. Directors shall be elected for a term expiring on the date of the next annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME**ADDRESS**

Sarah Vidal-Finn

802 NW 5th Avenue, Suite 200
Gainesville, FL 32601

Andrew Meeker

802 NW 5th Avenue, Suite 200
Gainesville, FL 32601

Shawn Moss

802 NW 5th Avenue, Suite 200
Gainesville, FL 32601

11. **Dissolution.** In the event of the dissolution, termination or final liquidation of Association other than incident to a merger or consolidation, written notice shall be provided to the City of Gainesville at least thirty (30) days prior to such dissolution, termination or final liquidation. In the event of such dissolution, termination or final liquidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit Court of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In addition, in the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water 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 and the City, as applicable, prior to such termination, dissolution or liquidation.

12. **Duration.** Association shall have perpetual existence.

13. **Amendments.**

13.1 **General Restrictions on Amendments.** Notwithstanding any other provision herein the contrary, no amendment to these Articles shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, as applicable, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

13.2 **Amendments Prior to and Including the Turnover Date.** Prior to and including the Turnover Date, Declarant shall have the right to amend these Articles, as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Declarant's right to amend under this Section is to be construed as broadly as possible. In the event that Association shall desire to amend these Articles prior to and including the Turnover Date, Association must first obtain Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical

to that approved by Declarant may be adopted by Association pursuant to the requirements for amendments after the Turnover Date. Thereafter, Declarant shall join in such identical amendments so that its consent to the same will be reflected in the Public Records.

13.3 Amendments after the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of (i) sixty-six and two thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of the votes present, in person or by proxy, at a duly noticed meeting of the members of Association at which there is a quorum.

14. Limitations.

14.1 Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

14.2 Rights of Declarant. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Declarant.

14.3 By-Laws. These Articles shall not be amended in a manner that conflicts with the By-Laws.

15. Incorporator. The name and address of the Incorporator of this corporation is:

The City of Gainesville, Florida
802 NW 5th Avenue, Suite 200
Gainesville, FL 32601

16. Officers. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

President	Sarah Vidal-Finn 802 NW 5 th Avenue, Suite 200 Gainesville, FL 32601
-----------	---

Vice President	Andrew Meeker 802 NW 5 th Avenue, Suite 200 Gainesville, FL 32601
----------------	--

Secretary/Treasurer	Shawn Moss 802 NW 5 th Avenue, Suite 200 Gainesville, FL 32601
---------------------	---

Following Turnover, the Board shall consist of five (5) Members, which shall be Owners of Lots. Notwithstanding the foregoing, nothing shall interfere with Declarant's rights as described in the Declaration.

17. **Indemnification of Officers and Directors.** To the extent allowed by applicable law, the Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

18. **Transactions in Which Directors or Officers are Interested.** No contract or transaction between Association and one (1) or more of its Directors or Officers or Declarant, or between Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors, or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officer of Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

- Signatures to Follow on Next Page -

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this 18 day of Jan., 2018

THE CITY OF GAINESVILLE,
a Municipal Corporation of the
State of Florida

By: [Signature]
Name: Lauren Poe
Its Mayor

Approved as to form and legality:

[Signature]
Name: Lisa C. Bennett
City Attorney

Attest:

[Signature]
Name: Omichele D. Gailey
Clerk of the City Commission

STATE OF FLORIDA

COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 18 day of January, 2018, by Lauren Poe, as Mayor and Omichele Gailey, as Clerk of the City Commission of The City of Gainesville, a municipal corporation of the State of Florida, who is () personally known to me or () has produced _____ as identification.

(Seal)

[Signature]
Notary Public
Print Name: Sharon D Williams
My Commission Expires: _____



ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, and is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.

Dated this 17 day of January, 2018.^{SV}

S. L. Vidal-R
Print Name: Sarah Vidal-R

EXHIBIT C

BYLAWS OF HEARTWOOD COMMUNITY HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

IDENTITY AND LOCATION

These are the Bylaws of HEARTWOOD COMMUNITY HOMEOWNERS' ASSOCIATION, INC. (hereinafter called the "Association"), a corporation not for profit organized and existing under the applicable provisions of the Florida Statutes, for the purpose of administering the Property and the Common Areas, in accordance with the Declaration of Covenants, Conditions and Restrictions for Heartwood Community (the "Declaration") recorded or to be recorded in the Public Records of Alachua County, Florida. The principal office of the Association shall be located at 802 NW 5th Avenue, Suite 200, Gainesville, FL 32601 but meetings of the Association's Board of Directors may be held at such places within the State of Florida as may be designated from time to time by the Board of Directors.

ARTICLE II

GENERAL

Section 1. Incorporation of Declaration. As supplemented herein, the regulation of the business, operation, powers, duties and affairs of the Association shall be governed by the Declaration, as it may be amended and/or supplemented from time to time, the terms and provisions of which are incorporated herein by reference as though it had been set forth in its entirety.

Section 2. Fiscal Year. The Fiscal Year of the Association shall be the time period beginning on January 1 through and including December 31 of each calendar year, or such other period of time as may subsequently be determined by the Board.

Section 3. Corporate Seal. The corporate seal of the Association shall include the following: "Heartwood Community Homeowners' Association, Inc.", "Florida" and "corporation not for profit".

Section 4. Definitions. Unless otherwise specifically provided in these Bylaws, all terms used in these Bylaws shall have the same definitions and meanings as those set forth in the Declaration, as it may be amended and/or supplemented from time to time.

ARTICLE III

PURPOSE AND POWERS OF THE ASSOCIATION

Section 1. Purpose. The purposes for which the Association is organized are as follows:

(a) To operate as a corporation not for profit pursuant to Chapter 617 and any other applicable provisions of the Florida Statutes, as they may be amended and/or renumbered from time to time. The Association does not contemplate pecuniary gain or profit. The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, Directors or officers.

(b) To operate as a homeowners' association pursuant to Chapter 720 and any other applicable provisions of the Florida Statutes, as they may be amended and/or renumbered from time to time, and to administer, enforce and carry out the terms, conditions, restrictions and provisions of the Declaration as it may be amended and/or supplemented from time to time.

(c) To administer, enforce and carry out the terms and provisions of any other Declaration of Covenants, Conditions and Restrictions or similar document, submitting property to the jurisdiction of or assigning responsibilities, rights or duties to the Association.

Section 2. Powers. The Association shall have the following powers:

(a) All of the common law and statutory powers of a not for 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, these Bylaws or the Declaration.

(b) To enter into, make, establish, amend and enforce, rules, regulations, Bylaws, covenants, restrictions and agreements to carry out the purposes of the Association. The Association may use any enforcement method authorized by the Declaration and/or Florida law, including but not limited to, fines, suspensions of use rights to the Common Areas, actions for damages, equitable actions, injunctive relief, administrative actions, self-help, or any combination of those. The prevailing party in any action at law, action for damages, equitable action, action for injunctive relief and/or administrative action shall be entitled to recover all of its attorneys' fees, paralegal fees, costs, expenses, appellate attorneys' fees and appellate costs.

(c) To fix, levy and collect Assessments (Annual Assessments, Special Assessments, Initial Capital Assessments and/or individual Lot Assessments) for the common operating costs from Members to defray the costs, expenses, reserves and losses incurred or to be incurred by the Association and to use the proceeds thereof in the exercise of the Association's powers and duties, including without limitation, the maintenance, repair and operation of the Surface Water Management System.

(d) To fix, levy and collect Special Assessments for common operating costs from Members to defray the costs, expenses, reserves, losses, damages and budget shortfalls incurred or to be incurred by the Association and to use the proceeds thereof in the exercise of the Association's powers and duties.

(e) To make, adopt, establish, amend and enforce Rules and Regulations regarding the use, appearance and/or condition of any portion of the Property bound by the terms, covenants, conditions and restrictions of the Declaration, including but not limited to, Common Areas, Lots, Members, structures, improvements, dwellings, landscaping and maintenance.

(f) To own, purchase, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real property and personal property.

(g) To borrow and to hold funds, select depositories, administer bank accounts of the Association, and to pay all expenses, including licenses, public assessments, taxes or government charges, incident to the purposes and powers of the Association, as set forth in the Articles of Incorporation and as may be provided in the Declaration and these Bylaws.

(h) To purchase insurance for the protection of the Association, its officers, Directors, Members and such other parties as the Association may determine to be in the best interests of the Association. To require Members to purchase insurance for the protection of their Lots and any structures, landscaping, dwellings and/or any other improvements on that Member's Lot.

(i) To operate, maintain, manage, repair, control, regulate, replace and/or improve the Common Areas and such other portions of the Property as may be determined by the Association from time to time.

(j) To enter into contracts and agreements between third parties and the Association.

(k) To exercise architectural control, either directly or through appointed committees, over all buildings, structures, dwellings, landscaping and/or improvements of any type to be placed, built, erected, installed and/or constructed upon any portion of the Property. Such architectural control shall be exercised pursuant to the Declaration.

(l) To provide for any functions and services within the Property as the Board of Directors in its sole discretion determines necessary or appropriate.

(m) To provide, purchase, sell, lease, acquire, replace, improve, maintain and/or repair such buildings, structures, pathways, landscaping, paving, equipment and property, both real and personal, as the Association, through its Board of Directors, in its discretion determines necessary or appropriate.

(n) To employ any personnel necessary to perform the obligations, services and/or duties required of or to be performed by the Association and/or to contract with others for the performance of such obligations, services and/or duties and to pay the costs thereof in accordance with whatever contractual arrangement the Board of Directors of the Association shall enter in its sole discretion.

(o) To establish, maintain, operate and use reserve funds for capital improvements, repairs and replacements. To establish, maintain, operate and use reserve funds for items, services, property and/or any other purpose as the Board of Directors of the Association may determine in its sole discretion to be in the best interest of the Association.

(p) To enter into a management contract with a third party for the maintenance and repair of any Common Areas and for the operation of the Association. The Board of Directors will carry out this power on behalf of the Association. The management contract may provide a management fee to the management agent and the delegation of certain duties, as may be determined by the Board of Directors of the Association.

(q) To enter into agreements and/or contracts with professionals, including but not limited to attorneys, engineers, architects and accountants, to assist the Association in its performance of the obligations, services and duties required of or to be performed by the Association. The Board of Directors will carry out this power on behalf of the Association.

(r) To create, appoint, remove and/or dissolve any committees that the Board of Directors of the Association may deem appropriate.

(s) To collect delinquent Assessments by fine, claim of lien, suit or otherwise and to file and defend any suit or other proceeding in pursuit of all legal, equitable and/or administrative remedies or defense of all claims relating to the Declaration, these Bylaws, the Articles of Incorporation and/or Florida law.

(t) To adopt, change, repeal and/or amend the Bylaws.

(u) To adopt, change, repeal and/or amend Bylaws that would be effective only in an emergency.

Section 3. Power to be Exercised by Board of Directors. Except where approval by the Association's membership is specifically required by Florida law, the Declaration, the Articles of Incorporation and/or these Bylaws, all powers, duties, affairs, authority, and/or purposes of the Association shall be exercised and/or carried out exclusively by the Association's Board of Directors.

ARTICLE IV

OFFICIAL RECORDS OF THE ASSOCIATION

The Association shall maintain each of the following items, if applicable, which shall constitute the official records of the Association:

(1) Copies of any plans, specifications, permits and warranties related to improvements constructed on the Common Areas, the Surface Water Management System or any other property that the Association is obligated to maintain, repair and/or replace.

(2) A copy of the Bylaws of the Association and a copy of each amendment to the Bylaws.

(3) A copy of the Articles of Incorporation of the Association and a copy of each amendment to the Articles of Incorporation.

(4) A copy of the Declaration and a copy of each amendment to the Declaration.

(5) A copy of the current Rules and Regulations of the Association.

(6) The minutes of all meetings of the Board of Directors, and the minutes must be retained for a minimum of seven (7) years.

(7) The minutes of all Annual Meetings of the Association's membership, and the minutes must be retained for a minimum of seven (7) years.

(8) The minutes of all Special Meetings of the Association's membership, and the minutes must be retained for a minimum of seven (7) years.

(9) A current roster of all Owners and their mailing addresses and parcel identifications. The Association shall not be obligated to recognize a transfer or conveyance of ownership of any Lot until such time as the Association receives a true copy of the recorded deed or other written instrument establishing the transfer or conveyance of ownership of the Lot, and it shall be the responsibility and obligation of the new Owner(s) of the Lot to provide such true copy of said recorded instrument to the Association.

(10) For those Owners consenting to receive notice by electronic transmission, the Association shall maintain the electronic mailing addresses and the numbers designated by those Owners. The electronic mailing address and number provided by an Owner to receive notice by electronic transmission shall be removed from the Association's records when consent to receive notice by electronic transmission has been revoked by that Owner. The Association shall not be liable for an erroneous disclosure of an Owner's electronic mail address or the number for receiving electronic transmission of notices.

(11) All of the Association's insurance policies or a copy of those insurance policies. These must be retained for a minimum of seven years (7) from the effective date of each policy.

(12) A current copy of all contracts to which the Association is a party, including any management agreement, lease or other contract under which the Association has any obligation or responsibility.

(13) Any bids received by the Association for work to be performed, and these must be retained for a minimum of one (1) year.

(14) The financial and accounting records of the Association, kept according to good accounting practices, including the following:

(a) Accurate, itemized and detailed records of all receipts and expenditures.

(b) A current account and a periodic statement of the account of each Owner, designated the name and current address of each Owner who is obligated to pay assessments, the due date and amount of each assessment or other charge against the Owner, the date and amount of each payment on the account, and any balance due.

(c) All tax returns, financial statements and financial reports of the Association.

(d) Any other records that identify, measure, record or communicate financial information of the Association.

All financial and accounting records of the Association must be retained for a minimum of seven (7) years.

(15) A copy of the disclosure summary currently described in Section 720.401(1) of the Florida Statutes, as it may be amended and/or renumbered from time to time.

(16) All other written records of the Association which are related to the operation of the Association.

ARTICLE V

ACCESS TO OFFICIAL RECORDS OF THE ASSOCIATION

Section 1. Public Records. The Association was created by the City of Gainesville, a governmental entity subject to Florida's Public Record's Law, Chapter 119, Florida Statutes and Article I, Section 24, Florida Constitution. Until such time as the Turnover occurs, the Association will comply with the Public Records Law and will follow the City of Gainesville's public records policies and procedures. Upon Turnover, the Association will provide copies of all public records to the City.

Section 2. After Turnover - Access to Records Generally. The official records of the Association shall be maintained at a location within the State of Florida. The official records of the Association shall be open to inspection and available for photocopying by Members or an authorized agent of a Member, except for the official records contained in Article V, Section 2 of these Bylaws. In order to inspect and/or photocopy the official records of the Association, a Member or a Member's authorized agent must first provide a written request to the Association or any person or entity designated by the Association to receive such written requests. The Association shall then make available the requested records for inspection and/or photocopying no later than ten (10) business days following receipt of the written request. Notwithstanding the foregoing, a Member and/or any authorized agent of

that Member shall not be permitted to inspect the official records of the Association for more than eight (8) hours per month. The Association, through the Board of Directors, has the right to adopt additional reasonable rules in writing governing the frequency, time, location, notice, records to be inspected and manner of the inspections. However, the Association and/or the Association's agent shall not at any time impose a requirement that a Member or an authorized agent of a Member specify a purpose for the inspection of the Association's official records or provide a reason for the inspection of the Association's official records.

The Association and/or its authorized agent are not required to provide a prospective purchaser and/or a lienholder with information about the Property, including without limitation, any Lot and the Association, other than the information and/or documents under Florida law required to be made available and/or disclosed. The Association and/or its authorized agent may charge a reasonable fee of up to One Hundred Fifty and No/100 Dollars (\$150.00) plus the reasonable cost of photocopying and any attorneys' fees incurred by the Association in connection with the response to the prospective purchaser, a lienholder, the current Member and/or the current Owner of the Lot for providing good faith responses to requests for information by and/or on behalf of a prospective purchaser and/or a lienholder, other than that required by law.

Section 3. After Turnover - Records Not Open for Inspection. The following official records of the Association shall not be accessible, open for inspection and/or photocopied by any Member or any authorized agent of any Member:

- (a) Any record of the Association protected by the attorney-client privilege.
- (b) Any record of the Association protected by the work-product privilege.
- (c) Any record of the Association prepared by an attorney for the Association or prepared at that attorney's express direction which reflects a mental impression, conclusion, litigation strategy and/or legal theory of that attorney or the Association, and the record was prepared exclusively for civil litigation, criminal litigation and/or adversarial administrative proceedings, or the record was prepared in anticipation of imminent civil litigation, criminal litigation and/or adversarial administrative proceedings. Once the civil litigation, criminal litigation and/or adversarial administrative proceedings completely conclude, including any and all appeals, enforcement and/or contempt proceedings, the records shall be open to, accessible to, and available for photocopying by any Member or any authorized agent of any Member.
- (d) Any information and record obtained by the Association in connection with the approval of a lease, sale and/or any other transfer of a Lot.
- (e) Any and all disciplinary records of the Association's employees.
- (f) Any and all health records of the Association's employees.
- (g) Any and all insurance records of the Association's employees.
- (h) Any and all personnel records of the Association's employees.
- (i) Any and all medical records of Members and/or residents of the Property.

Section 4. After Turnover - Cost of Photocopies. If the Association or the Association's agent have a photocopy machine available at the location where the Association's official records are maintained, the Association must provide Members or a Member's authorized agent with photocopies of requested documents during the inspection by those Members or authorized agents, if the entire

photocopy request is limited to no more than twenty-five (25) pages. The Association may impose fees to cover the costs of providing any copies of the official records, including, without limitation, the costs of photocopying. The Association may charge a maximum of Fifty Cents (\$0.50) per page for any copies of the official records made on the Association's or the agent of the Association's photocopy machine.

If the Association or the Association's agent do not have a photocopy machine available at the location where the official records of the Association are kept, or if the records requested to be copied exceed a total of twenty-five (25) pages, the Association may have the requested copies made by an outside vendor and the Association may charge the Member requesting the copies the actual cost of the copying by the outside vendor.

ARTICLE VI

MEETINGS OF MEMBERS

Section 1. Members of the Association. Each Owner (including Declarant) shall be a Member of the Association. Membership in the Association shall be appurtenant to and inseparable from the Lot giving rise to such membership, and any transfer of record title to a Lot shall operate automatically to transfer to the new Owner the membership in the Association appurtenant to that Lot. The interest, if any, of an Owner in the funds and assets of the Association may not be assigned, hypothecated or transferred in any manner, except as an appurtenance to that Owner's Lot. Membership in the Association is mandatory for all Owners and membership shall continue, as to each Owner, until such time as that Owner transfers or conveys that Owner's fee simple interest in the Lot upon which that Owner's membership is based or until such fee simple interest is transferred or conveyed by operation of law, at which time the membership in the Association will automatically pass to the grantee or transferee. Notwithstanding the foregoing, the Association shall not be obligated to recognize such a transfer or conveyance of membership until such time as the Association receives a true copy of the recorded deed or other written instrument establishing the transfer or conveyance of ownership of the Lot, and it shall be the responsibility and obligation of the new Owner(s) of the Lot to provide such true copy of said recorded instrument to the Association.

Section 2. Annual Meetings. An Annual Meeting of the Members of the Association shall be held during the calendar year at a date, time and location as determined by the Board of Directors. The election of Directors, if such an election is required to take place, shall take place at the Annual Meeting of the Members.

Section 3. Special Meetings. A Special Meeting of the Members of the Association may be called at any time by the President or the Board of Directors. A Special Meeting of the Members may also be called upon written request of at least sixty percent (60%) of the Association's Members. A Special Meeting of the Members may be called upon written request of the Declarant for so long as Declarant owns any Lot. Business conducted at any Special Meeting of the Members is limited to the specific purposes and issues described in the notice of the Special Meeting.

Section 4. Notice of Meetings. Notice of Meetings shall be as follows:

(a) **Annual Meetings.** The notice of the Annual Meeting shall include the time, date and location of the Annual Meeting. The notice of the Annual Meeting of the Members does not need to include a description of the purpose, business and/or items to be discussed or for which the Annual Meeting is called. The notice of the Annual Meeting of the Members shall be mailed, hand delivered or electronically transmitted to all Members at least fourteen (14) days prior to the date of the Annual Meeting and no more than sixty (60) days prior to the date of the Annual Meeting. Proof of compliance with this notice requirement shall be made by an affidavit executed by the person providing the notice, and this affidavit shall immediately be filed in the official records of the Association after it is executed.

The notice of the Annual Meeting of the Members shall also be posted in a conspicuous place within the community at least fourteen (14) days prior to the date of the Annual Meeting.

Until Turnover, the notice of the Annual Meeting shall also be posted as a public meeting in accordance with the City of Gainesville's notice requirements.

(b) Special Meetings. The notice for any Special Meeting of the Members shall include the time, date and location of that Special Meeting. In addition, the notice must contain a description of the purpose, business and/or items to be discussed or for which the Special Meeting is called. The notice for any Special Meeting of the Members shall be mailed, hand delivered or electronically transmitted to all Members at least fourteen (14) days prior to the date of that Special Meeting and no more than sixty (60) days prior to the date of that Special Meeting. Proof of compliance with this notice requirement shall be made by an affidavit executed by the person providing the notice, and this affidavit shall immediately be filed in the official records of the Association after it is executed.

The notice for any Special Meeting of the Members shall also be posted in a conspicuous place within the community at least fourteen (14) days prior to the date of that Special Meeting.

Until Turnover, the notice of the Special Meeting shall also be posted as a public meeting in accordance with the City of Gainesville's notice requirements.

(c) Notice by Electronic Transmission. The Association may send any notice of the Annual Meeting or a Special Meeting of the Members by electronic transmission to a Member, unless that Member has first advised the Association in writing that receipt of notice by electronic transmission is not acceptable.

(d) Notice Timing. If any Member has consented to receive notice by electronic transmission, any notice required to be sent to that Member or Owner shall be deemed to have been properly given when sent and/or forwarded to the electronic mailing address(es) designated by that Member. If a Member has provided prior written notice declining notice by electronic transmission, then notice to such member shall be deemed to have been properly sent when personally delivered or mailed, postage prepaid, to the last known address of the person who appears as a Member in the official records of the Association at the time of such delivery or mailing.

Section 5. Attendance at Meetings.

(a) Prior to Turnover. Prior to turnover of the Association, the meetings of the Association are governed by the Florida Sunshine Law, Section 286.011, Florida Statutes. The public will be given reasonable notice of the meetings, the meetings will be open to the public, minutes of the meetings will be taken and published, and the public will be afforded an opportunity to speak, prior to decisions being made.

(b) After Turnover. All Members of the Association shall have a right to attend each Annual Meeting and any Special Meeting of the Members. In addition, all Members of the Association shall have the right to speak for at three (3) minutes on any item opened for discussion or included on the agenda of the Annual Meeting or any Special Meeting. However, if a Member wishes to exercise this right to speak, that Member must submit a written request to speak at least one (1) hour prior to the start of the Annual Meeting or Special Meeting at which that Member wishes to speak. This written request to speak must be submitted to the Association or any person designated by the Association to receive such written requests. The Board of Directors may adopt additional reasonable rules regarding the frequency, duration and manner Members are permitted to speak at the Annual Meeting and any Special Meeting.

Section 6. Adjournment of Meetings.

(a) Annual Meetings. The Annual Meeting of the Members may be adjourned to a different date, time and/or place. Notice of the new date, time and/or place shall be mailed, hand delivered or electronically transmitted to all Members at least fourteen (14) days prior to the new date of the adjourned Annual Meeting. Proof of compliance with this notice requirement shall be made by an affidavit executed by the person providing the notice, and this affidavit shall immediately be filed in the official records of the Association after it is executed.

The notice of the new date, time and/or place shall also be posted in a conspicuous place within the community at least fourteen (14) days prior to the new date of the adjourned Annual Meeting.

Until Turnover, the notice of the new date, time and/or place shall also be posted as a public meeting in accordance with the City of Gainesville's notice requirements.

(b) Special Meetings. A Special Meeting of the Members may be adjourned to a different date, time and/or place. Notice of the new date, time and/or place shall be mailed, hand delivered or electronically transmitted to all Members at least fourteen (14) days prior to the new date of the adjourned Special Meeting. Proof of compliance with this notice requirement shall be made by an affidavit executed by the person providing the notice, and this affidavit shall immediately be filed in the official records of the Association after it is executed.

The notice for the new date, time and/or place shall also be posted in a conspicuous place within the community at least fourteen (14) days prior to the new date of the adjourned Special Meeting.

Until Turnover, the notice of the new date, time and/or place shall also be posted as a public meeting in accordance with the City of Gainesville's notice requirements.

Section 7. Minutes of Meetings. Minutes of all Annual Meetings and all Special Meetings of the Members must be maintained in written form or in another form that can be converted into written form within a reasonable time. These minutes must be retained by the Association for a period of not less than seven (7) years.

Section 8. Quorum for Meetings. The presence, either in person or by proxy, at any Meeting of the Members of the Association, whether it is an Annual Meeting or a Special Meeting, of at least thirty percent (30%) of the Association's Members shall constitute a quorum for that Meeting. If a quorum is not attained at any Meeting of the Members of the Association, that Meeting may be adjourned from time to time pursuant to Article VI, Section 6 of these Bylaws until such time as a quorum is attained.

Section 9. Voting. If a quorum has been attained at any Meeting of the Members of the Association and unless otherwise provided by Florida law, the Declaration, the Articles of Incorporation or these Bylaws, any decisions or matters that require a vote of the Members must be approved by at least a majority of the Members present at that Meeting, either in person or by proxy.

(a) No Split Votes. The vote for each Lot must be cast as a single vote, and fractional votes shall not be allowed. If a Lot is owned by more than one (1) Owner, and the Owners of that Lot are unable to agree among themselves as to how the vote is to be cast, the vote for that Lot shall not be counted for any purpose except for establishing a quorum. If any Owner casts a vote on behalf of a Lot, it shall be conclusively presumed that Owner was acting with the authority and consent of all other Owners of that Lot.

(b) No Cumulative Voting. There shall be no cumulative voting on any issue, matter or candidate that is the subject of a vote by the Association's membership.

(c) Percentage of Members. When any reference is made in these Bylaws to a majority, specific percentage or fraction of Members, such reference shall be deemed to be a reference to a majority, specific percentage or fraction of the Members.

(d) Voting Qualifications. To be qualified to vote, a Member must be current in payment of all Assessments and any liens which may have been levied against that Member and/or any Lot owned by that Member as of the date of the Meeting where the vote is to take place.

Section 10. Proxies. All Members entitled to vote may do so either in person or by proxy at any Meeting of the Members of the Association, whether it is an Annual Meeting or a Special Meeting. The proxy must be mailed or hand delivered to the Secretary of the Association's Board of Directors or another authorized person so designated to receive the proxy by the Board of Directors, so that the proxy is received prior to the date of the Meeting for which the proxy is being given. All proxies must contain the date, time and place of the Meeting of the Members for which the proxy is being given. The proxy must be signed and dated by the authorized Member who executed the proxy. Any proxy will be effective only for the specific Meeting for which that proxy was originally given, and any reconvening of that Meeting that may have been adjourned. Notwithstanding the foregoing, a proxy shall automatically expire ninety (90) days after the date of the Meeting for which it was originally given, even if that Meeting is adjourned and reconvened at a later date, time and/or place. A proxy is revocable at any time at the pleasure of the Member who executes that proxy. If a proxy submitted by a Member does not provide a name of a proxy holder, the Secretary of the Board of Directors of the Association or another person designated by the Board of Directors, shall automatically become the proxy holder of that proxy.

Section 11. Recording of Meetings. Any Member may tape record and/or videotape any Meetings of the Members of the Association, whether it is an Annual Meeting or a Special Meeting, subject to the following and such further reasonable rules and restrictions that the Board of Directors may adopt from time to time:

- (a) The only audio equipment, video equipment and/or other devices which Members are authorized to utilize at any such Meeting is equipment which does not produce distracting sound, light and/or heat emissions;
- (b) All audio equipment and/or video equipment shall be assembled and placed in position in advance of the scheduled time for the start of the meeting;
- (c) Any Member videotaping, audiotaping and/or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the videotaping, audiotaping and/or recording; and
- (d) At least twenty-four (24) hours prior written notice shall be given to the Secretary of the Association's Board of Directors by any Member desiring to audiotape, record and/or videotape the Meeting.

Section 12. Conduct of Meetings. The President of the Board of Directors shall preside at all Meetings of the Members of the Association. If the President is unable to preside at a Meeting, or if the office of President is vacant when that Meeting occurs, the Board of Directors may designate another person to preside at that Meeting of the Members.

ARTICLE VII

BOARD OF DIRECTORS

Section 1. Board of Directors; Selection; Terms of Office. The affairs of the Association shall be managed and administered by a Board of Directors consisting of three (3) members, as may be determined from time to time by the Association's membership. Each member of the Board of Directors shall have one (1) equal vote. After Turnover, the Association may increase the number of Board members to five (5) members.

All Directors, except those designated or appointed by the Declarant, shall be Members of the Association. A Member must be current in the payment of all Association Assessments to be eligible to run for and hold the position of Director. Directors must be natural persons who are eighteen (18) years of age or older.

In the event a Member is not a natural person (including but not limited to, corporations, partnerships, limited liability companies, limited liability partnerships and trusts), any person appointed by or who is an officer, director, partner, manager or trust officer of that Member shall be eligible to serve as a Director of the Association unless specific written notice to the contrary is signed and provided to the Association by that Member.

The Declarant shall have the sole right to appoint and remove any member(s) of the Board of Directors of the Association as long as Declarant owns at least one lot. When turnover occurs, the Members shall elect Directors by written ballot at a Special Meeting of the Association's membership. Each Member shall be entitled to cast that Member's vote(s) for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting for any Director(s). All Directors elected at this Special Meeting shall serve until the first Annual Meeting of the Association to be held after that Special Meeting, unless the Director resigns, dies, is recalled or is otherwise removed prior to the Annual Meeting of the Association, in which case the vacancy will be filled pursuant to these Bylaws.

All subsequent elections of Directors shall occur at the Annual Meeting of the Association's Members. Each Member shall be entitled to cast that Member's vote(s) for each of as many nominees as there are vacancies to be filled on the Board of Directors at the Annual Meeting. There shall be no cumulative voting for any Director(s). All Directors elected by Members at an Annual Meeting of the Association shall serve until the date of the next Annual Meeting of the Association, unless the Director resigns, dies, is recalled or is otherwise removed prior to the next Annual Meeting of the Association, in which case the vacancy will be filled pursuant to these Bylaws.

Section 2. Vacancies in the Board of Directors. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Members ("recall") shall be filled by a majority vote of the remaining Directors, even though they may constitute less than a quorum of the Board. Each person elected to fill a vacancy on the Board of Directors shall serve until a successor is elected at the next Annual Meeting of the Association. A vacancy or vacancies shall be deemed to exist in the case of death, resignation, removal of any Director, judicial adjudication of mental incompetence of any Director, increases in the size of the Board, or in the event the Members fail to elect the full number of authorized Directors at any meeting at which such election is to take place.

Section 3. Recall of Directors. Any one (1) or more of the Directors (other than those appointed by Declarant) may be recalled with or without cause by a majority vote of the Members, provided the following procedures are followed:

(a) Directors may be recalled by an agreement in writing or by written ballot without a meeting of the Association's membership. The agreement in writing, the written ballots, a copy of the

agreement in writing or a copy of the written ballots must be served on the Association by certified mail or by personal service by a process server. When at least a majority of the Board of Directors is sought to be recalled, the agreement in writing or written ballots shall list at least as many possible replacement Directors as there are Directors subject to the recall. The Members may vote for as many replacement candidates as there are Directors subject to the recall. When the recall of more than one (1) Director is sought, the agreement in writing or written ballots shall provide the Members a separate vote for each Director sought to be recalled. The agreement in writing and all written ballots must comply with the requirements of Florida law.

(b) The Board of Directors shall duly notice and hold a meeting of the Board no later than five (5) full business days after receipt of the agreement in writing or written ballots. At this Board meeting, the Board shall either:

(1) Certify the written ballots or written agreement to recall a Director or Directors of the Board. If so certified, the Director or Directors shall be recalled effective immediately and the recalled Director(s) shall turn over to the Board within five (5) full business days any and all records and property of the Association in the possession of the Director(s); or

(2) Not certify the written ballots or written agreement to recall a Director or Directors of the Board. The Board shall then, within five (5) full business days after the Board meeting, file a petition for arbitration with the appropriate agency of the State of Florida. The Members who executed the agreement in writing or written ballots shall constitute one party under the petition for arbitration. If, as a result of the arbitration, the arbitrator certifies the recall as to any Director or Directors of the Board, the recall of the Director or Directors will be effective upon mailing of the final order of arbitration to the Association. The Director or Directors so recalled shall deliver to the Board any and all records and property of the Association in the possession of the recalled Director(s) within five (5) full business days after the effective date of the recall.

(c) At the Board meeting held pursuant to Article VII, Section 3(b) of these Bylaws, minutes must be taken and those minutes must: record the date and time of the meeting; record the decision of the Board whether or not to certify the recall; and the vote count taken on each Director subject to the recall. If the Board of Directors decides not to certify the recall, in addition to the other requirements, the minutes must also identify each vote that was rejected, the parcel number of each rejected vote and the specific reason that each vote was rejected. The minutes of this Board meeting are an official record of the Association.

(d) If the Board of Directors fails to duly notice and hold a Board meeting within five (5) full business days after service of an agreement in writing or written ballots on the Association, the recall shall be deemed effective and the Director(s) so recalled shall immediately turn over to the Board all records and property of the Association in the possession of the Director(s).

(e) If it is determined by the applicable agency of the State of Florida, during the arbitration process described in Article VII, Section 3(b)(2) of these Bylaws, that a first recall effort was defective for any reason, the written agreements or written ballots used in that first recall effort which were not found to be defective may be reused in one (1) subsequent recall effort. In no event shall a written agreement or written ballot be valid for more than one hundred twenty (120) days after it has been signed by the Member.

(f) A Member can revoke or rescind that Member's written ballot or written agreement. The revocation or rescission must be in writing and delivered to the Association before the Association is served with the written agreement or written ballots.

(g) If any vacancy occurs on the Board as a result of a recall, and less than a majority of the Directors are removed, the vacancy may be filled by a majority vote of the remaining Directors. If any vacancy occurs on the Board as a result of a recall and a majority or more of the Directors are removed, those vacancies shall be filled by the Members who voted in favor of the recall. The Members may vote for replacement Directors in the written agreement or written ballots. The written agreement and all written ballots must comply with the requirements of Florida law. Any person elected to fill a vacancy on the Board that results from a recall shall serve until a successor is elected at the next Annual Meeting of the Association.

(h) Following Turnover, the Board shall consist of five (5) Members. Notwithstanding the foregoing, nothing shall interfere with Declarant's rights as described in the Declaration.

Section 4. Meetings.

(a) Meetings Prior to Turnover. Meetings of the Board of Directors prior to Turnover shall be conducted as meetings of a public body in accordance with the Sunshine Law, Section 286.011, Florida Statutes. The public must be provided reasonable notice of the meetings, the meetings must be opened to the public, minutes of the meetings must be taken and promptly recorded and the public must be given an opportunity to speak prior to a decision being made.

(b) Meetings After Turnover. Meetings of the Board of Directors may be held at such times and places as shall be determined, from time to time, by a majority of the Directors. Special meetings of the Board may be called by the President of the Board, and must be called by the President or Secretary of the Board at the written request of one-third (1/3) of the Directors. Notice of all Board meetings shall be given to each Director, personally or by mail, telephone, facsimile or by electronic transmission, and shall be provided at least three (3) days prior to the meeting. Notice of Board meetings, which notice shall specifically include an identification of agenda items, shall be posted in a conspicuous place in the community at least forty-eight (48) hours preceding the date and time of the Board meeting, except in the event of an emergency as defined in Article VII, Section 15 of these Bylaws. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. Board meetings shall be open to all Members, except for: meetings between the Board and the Association's attorney with respect to proposed or pending litigation where the content of the discussion would be protected by the attorney-client privilege; and meetings between the Board and the Association's attorney held for the purpose of discussing personnel matters. The right of Members to attend Board meetings includes the right to speak for three (3) minutes at such meetings with respect to all designated agenda items. The Association may adopt additional reasonable rules governing the frequency, duration and manner of Member statements. The Board shall adopt by rule, and give notice to the Members of, a specific location in the community upon which all notices of Board and/or Committee meetings shall be posted. Directors may not vote at Board meetings by proxy or by secret ballot, except a secret ballot may be used by Directors only for the election of officers. All meetings of the Board of Directors shall be conducted, to the extent practicable, in accordance with the latest published edition of Robert's Rules of Order (Revised). However, Robert's Rules of Order shall not be used in such a way to frustrate the proceedings or to unnecessarily delay the proceedings.

Section 5. Notice of Certain Board Meetings.

(a) Notwithstanding the notice requirement contained in Article VII, Section 4 of these Bylaws, if any meeting of the Board of Directors includes:

(1) Consideration of Assessments (Annual Assessments, Special Assessments, Initial Capital Assessments or Individual Assessments); or

(2) Levy or adoption of Assessments (Annual Assessments, Special Assessments, Initial Capital Assessments, or Individual Assessments).

then notice of that Board meeting must be mailed or personally delivered to all Members not less than thirty (30) days before that Board meeting and no more than sixty (60) days before that Board meeting. In addition, the notice of that Board meeting must be posted in a conspicuous place in the community not less than fourteen (14) days before that Board meeting. The notice of that Board meeting must include a statement that assessments will be considered at the Board meeting and the notice must describe the nature of the assessments.

(b) Notwithstanding the notice requirement contained in Article VII, Section 4 of these Bylaws, if any meeting of the Board of Directors includes:

(1) Adoption of, Amendments to and/or Revocations of the Governing Documents regarding use of Lots; or

(2) Adoption of, Amendments to and/or Revocation of the Association Rules and Regulations regarding use of Lots.

then notice of that Board meeting must be mailed or personally delivered to all Members not less than fourteen (14) days before that Board meeting. In addition, the notice of that Board meeting must be posted in a conspicuous place in the community not less than fourteen (14) days before that Board meeting. The notice of that Board meeting must include a statement that changes to the Governing Documents (and/or Association rules and regulations) will be considered at the Board meeting.

(c) Notwithstanding the notice requirement contained in Article VII, Section 4 of these Bylaws, if any meeting of the Board of Directors includes an item of business which is placed on the Board's agenda upon petition by Members pursuant to Article VII, Section 6 of these Bylaws, then notice of that Board meeting must be mailed or personally delivered to all Members no less than fourteen (14) days before that Board meeting. In addition, the notice of that Board meeting must be posted in a conspicuous place in the community not less than fourteen (14) days before that Board meeting.

(d) Prior to Turnover, each meeting listed in this Section must also be noticed as a public meeting in accordance with the City of Gainesville's notice requirements.

Section 6. Agenda Items Through Member Petition. If at least twenty percent (20%) of the Members petition the Board of Directors in writing to take up or address an item of business, the Board shall place that item of business on an agenda of the Board for the next regular meeting of the Board, but no later than sixty (60) days after the Association receives the petition with the required percentage of Members. Other than addressing the item(s) of business placed on the Board's agenda through the written petition, the Board is not obligated or required to take any other action on the item(s) at that Board meeting. Each Member of the Association and prior to Turnover, each member of the public, shall have the right to speak for three (3) minutes on each item of business placed on the Board's agenda through written petition, and will be subject to any other reasonable rules that have been adopted by the Board governing the frequency, duration and manner of Member statements. In order to speak on any item, a Member must either sign a sign-up sheet if one is provided at the Board meeting or submit to the Association a written request to speak before that Board meeting begins.

Section 7. After Turnover - Waiver of Notice. Any Director may waive notice of a Board meeting before or after the Board meeting and that waiver shall be deemed equivalent to the due receipt

by that Director of notice. Attendance by any Director at a Board meeting shall constitute a waiver of notice of such Board meeting, and a waiver of any and all objections to the place of the meeting, to 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, or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting has not been lawfully called or convened. The transactions at any meeting of the Board, however called and noticed or wherever held, shall be as valid as though they were made at a Board meeting duly held after regular call and notice, if a quorum is present, and if, either before or after the Board meeting, each of the Directors not present signs such written waiver of notice, a consent to holding such Board meeting, or an approval of the minutes of that Board meeting. All such waivers, consents and approvals shall be filed with the official records of the Association or made a part of the minutes of the Board meeting.

Section 8. Quorum. A quorum for any meeting of the Board of Directors shall consist of a majority of the entire Board. The acts approved by a majority of those Directors present at a Board meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Governing Documents.

Section 9. Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required by Article VII, Section 4 or Article VII, Section 5 of these Bylaws. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted as long as notice of such business to be conducted at the rescheduled meeting is given.

Section 10. After Turnover - Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a Board meeting by signing and concurring in the minutes of that Board meeting shall constitute the approval of that Director of the business conducted at the Board meeting, but such joinder shall not allow the applicable Director to be counted as being present for purposes of quorum.

Section 11. Presiding Officer. The presiding officer at any meeting of the Board of Directors shall be the President (who may, however, designate any other officer to preside). If the President is absent or if the office of President is vacant, the Vice President shall preside at that Board meeting.

Section 12. After Turnover - Action Without Meeting. The Directors shall have the right to take any action in the absence of a Board meeting which they could take at a Board meeting by obtaining the vote or written consent of all Directors. Any action so approved shall have the same effect as though taken at a duly constituted meeting of the Directors.

Section 13. Committees. The Board may by resolution create Committees, appoint persons to such Committees, and vest in such Committees such powers and responsibilities as the Board shall deem advisable. The resolution establishing a Committee may also appoint its members, as well as a chair, state the purposes of the Committee, and provide for reports and other administrative matters as deemed appropriate by the Board. The Board may at any time dissolve, terminate or expand any Committee that has been created. All persons appointed to serve on any Committee (including, without limitation, the Architectural Review Board) serve at the pleasure of the Board of Directors and may be removed at any time by the Board with or without cause. Meetings of any Committee established by the Board of Directors at which a quorum of the members of that Committee is present shall be open to all Members, except for: meetings between any Committee and the Association's attorney with respect to proposed or pending litigation and/or adversarial administrative proceedings where the content of the discussion would be protected by the attorney-client privilege; and meetings between any Committee and the Association's attorney held for the purpose of discussing personnel matters.

If any Committee created by the Board of Directors meets to make a final decision regarding any expenditure of Association funds, notice of that Committee meeting must be posted in a conspicuous place within the Property at least forty-eight (48) hours preceding the date and time of the Committee meeting. Any Committee created by the Board of Directors and/or the Association that will make a final decision regarding the expenditure of any funds of the Association shall have the same meeting and notice requirements as the Board of Directors set forth in these Bylaws.

Notice of any meeting of the Association's Architectural Review Board must be posted in a conspicuous place within the Property at least forty-eight (48) hours preceding the date and time of the Architectural Review Board meeting. The Association's Architectural Review Board shall have the same meeting and notice requirements as the Board of Directors set forth in these Bylaws.

Prior to Turnover, meetings of Committees shall be governed by the Sunshine Law and the Public Records Law.

Section 14. Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in written form or in another form that can be converted into written form within a reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

Section 15. Emergency Bylaws and Powers . In the event of an "emergency" as defined in Article VII, Section 15(a) of these Bylaws, the Board of Directors of the Association may exercise the emergency powers described in this Section, and any other emergency powers granted to a not for profit corporation under then-existing Florida law.

(a) An "emergency" exists for purposes of this Section 15 during the time a quorum of the Association's Directors cannot readily be assembled because of a catastrophic event, which includes without limitation, a hurricane, earthquake, act of war, civil unrest, domestic terrorism, or other similar occurrence. An "emergency" also exists during any period of time that local civil authorities have declared that a state of emergency exists in, or have ordered the mandatory evacuation of, the area in which the Property is located. A determination by any two (2) Directors that an emergency exists shall have presumptive validity.

(b) The Board of Directors may name as assistant officers persons who are not Directors, and these assistant officers shall have the same authority as the executive officers of whom they are the designated assistant during the period of the emergency, in the event of the incapacity of any officer of the Association.

(c) The Board of Directors may relocate the principal office during the period of the emergency, or designate alternative principal offices, or authorize the officers to do so.

(d) During any emergency the Board of Directors may hold Board meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice of that Board meeting may be given in any reasonable manner, including but not limited to, publication, radio and television. The Director or Directors in attendance at such a Board meeting shall constitute a quorum of the Board.

(e) Corporate action taken in good faith during the period of an emergency under this Section 15 to further the ordinary affairs of the Association shall bind the Association, and that corporate action shall have the rebuttable presumption of being reasonable and necessary.

(f) Any officer, Director, agent of the Association and/or employee of the Association acting with a reasonable belief that his or her actions are lawful in accordance with these

emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct and/or gross negligence.

(g) The provisions of these emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of an emergency. However, all provisions of the Bylaws that do not conflict with the emergency Bylaws remain effective during the period of an emergency.

(h) The provisions of these emergency Bylaws shall cease to be effective once the reason for the emergency ends.

Section 16. Execution of Documents. The Board of Directors, except as otherwise provided in these Bylaws, hereby authorizes the President or, if the President is unavailable for a period greater than two (2) full business days, the Vice President to enter into any contract or agreement and/or to execute any instrument in the name and on behalf of the Association.

Section 17. Recording of Board Meetings. Any Member may tape record and/or videotape any meeting of the Board of Directors of the Association, subject to the following and such further reasonable rules and restrictions that the Board of Directors may adopt from time to time:

- (a) The only audio equipment, video equipment and/or other devices which Members are authorized to utilize at any such Meeting is equipment which does not produce distracting sound, light and/or heat emissions;
- (b) All audio equipment and/or video equipment shall be assembled and placed in position in advance of the scheduled time for the start of the meeting;
- (c) Anyone videotaping, audiotaping and/or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the videotaping, audiotaping and/or recording; and
- (d) At least twenty-four (24) hours prior written notice shall be given to the Secretary of the Association's Board of Directors by any Member desiring to audiotape, record and/or videotape the Board Meeting.

ARTICLE VIII

POWERS AND AUTHORITY OF THE BOARD OF DIRECTORS

All of the duties, power and authority of the Association existing under Florida law or the Governing Documents shall be exercised exclusively by the Board of Directors, subject to approval by the Members only when specifically required. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

- (a) Operating and maintaining all Common Areas and Association property.
- (b) Determining the common operating costs, Assessments, and any other financial obligations of the Association.
- (c) Maintaining bank accounts on behalf of the Association and designating the signatories required therefore.
- (d) Creation and maintenance of reserve accounts on behalf of the Association.

(e) Purchasing, leasing or otherwise acquiring title to, or an interest in, property in the name of the Association, or its designee, for the use and benefit of its members. The power to acquire personal property shall be exercised by the Board and the power to acquire real property shall also be exercised by the Board.

(f) Purchasing, leasing or otherwise acquiring property, including, without limitation, Lots, Residences or other property within the Property at foreclosure or other judicial sales, all in the name of the Association, or its designee.

(g) Making repairs, replacements, additions and improvements to, or alterations of, Common Areas and/or Association property in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.

(h) Allocating income and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Association.

(i) Levying fines against Members, any family members, any tenants, any lessees, any guests, any licensees, any employees, any contractors, and subcontractors and/or any invitees of a Member for any violation(s) of the Governing Documents and/or the rules and regulations established by the Association to govern the conduct of Members, family members, tenants, lessees, guests, licensees, employees, contractors, subcontractors and/or invitees of a Member. No fine shall be levied except after giving reasonable notice and opportunity for a hearing to the affected Member and, if applicable, that Member's tenant(s), guest(s), lessee(s), licensee(s), family member(s), employee(s), contractor(s), subcontractor(s) and/or invitee(s).

(j) Suspending, for a reasonable period of time, the rights of any Member, any family member, any tenant, any lessee, any guest, any licensee, any employee, any contractor, any subcontractor and/or any invitee of a Member to use the Common Areas, any recreational facilities and any amenities located on the Common Areas for any violation(s) of the Governing Documents and/or the rules and regulations established by the Association to govern the conduct of Members, family members, tenants, lessees, guests, licensees, employees, contractors, subcontractors and/or invitees of a Member. No suspension shall be imposed except after giving reasonable notice of at least fourteen (14) days and an opportunity for a hearing to the affected Member and, if applicable, that Member's family member(s), tenant(s), guest(s), lessee(s), licensee(s), employee(s), contractor(s), subcontractor(s) and/or invitee(s).

(k) After Turnover - Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of Common Areas and/or Association property or the acquisition of real property, and granting mortgages on and/or security interests in Association-owned property or the Association's assessment authority.

(l) Contracting and paying for the management, maintenance, repair and replacement of the Common Areas and Association property (to the extent required) and authorizing a management agent (who may be an affiliate of the Declarant) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, preparation of financial records, maintenance of financial records, maintenance of the Association's official records, enforcement of the Governing Documents and maintenance, repair, and replacement of the Common Areas and/or Association property with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Governing Documents, including, but not limited to, the making of any Assessments, promulgation of rules, amendment of the Governing Documents and execution of contracts on behalf of the Association.

(m) At its discretion, authorizing Members or other persons to use portions of the Common Areas for private parties and gatherings and imposing reasonable charges for such private use.

(n) Exercising: (1) all powers specifically set forth in the Governing Documents; (2) all powers incidental thereto; and (3) all other powers not prohibited to a Florida not for profit corporation or a Florida "homeowners' association" as defined under Florida law.

(o) After Turnover - Contracting with and creating or joining in the creation of special taxing districts, joint councils and the like.

(p) Selecting, appointing and removing all officers, Committee members, agents, contractors, vendors and/or employees of the Association, prescribing such powers and duties for them as may be consistent with law and the Governing Documents, and fixing their compensation, if any.

(q) Changing the principal office for the transaction of the business of the Association; designating any place for the holding of any Annual or Special Meeting of the Association's Members consistent with the provisions of the Governing Documents; and designating any place for the holding of any Board meeting consistent with the provisions of the Governing Documents.

(r) Fixing and levying from time to time Assessments upon the Owners, as provided in the Governing Documents; setting the due date for the payment of such Assessments and the date upon which the same shall become delinquent. Assessments shall be fixed and levied to provide for the payment of the expenses of the Association, for the operation, maintenance, repair and replacement of the Common Areas (including, without limitation, any facilities and/or amenities constructed on the Common Areas), Surface Water Management System and Association property, to pay any service provider, for the costs of cable television that may be uniformly provided to all Lots, and for taxes and/or governmental assessments upon real or personal property owned, leased, controlled and/or occupied by the Association, or for the payment of expenses for labor rendered or materials or supplies used and consumed, or equipment and appliances furnished for the maintenance, improvement or development of such property or for the payment of any and all obligations in relation thereto, or in performing or causing to be performed any of the purposes of the Association for the general benefit and welfare of its Members, all in accordance with the provisions of the Governing Documents. Should any Owner fail to pay such Assessments before delinquency, the Board of Directors in its discretion is authorized to enforce the payment of such delinquent Assessments as provided in the Governing Documents.

(s) Enforcing the provisions of the Governing Documents and other agreements of the Association. To enforce any provision of the Governing Documents, the Board may take and/or seek any remedy at law, equitable remedy, administrative remedy, self-help, or any combination of these available to the Board.

(t) Contracting and paying for fire, casualty, errors and omissions, blanket liability, malicious mischief, vandalism, and any other insurance, insuring the Members, the Association, the Board of Directors and other interested parties, in accordance with the provisions of the Governing Documents, covering and protecting against such damages or injuries as the Board deems advisable, which may include, without limitation, medical expenses of persons injured on the Common Areas and/or Association property and to bond the agents and employees of any management body, if deemed advisable by the Board. The Board of Directors shall review at least once each calendar year all insurance policies and bonds obtained by the Board on behalf of the Association.

(u) Employing personnel and/or professional services necessary for the operation of the Common Areas, Association property, and the Association, including legal and accounting services, and contracting and paying for improvements to the Common Areas and/or Association property.

(v) Contracting and paying for maintenance, gardening, landscaping, materials, supplies and services relating to the Common Areas and/or Association property.

(w) Delegating its powers according to law and the Governing Documents.

(x) Granting easements where necessary for utilities, telecommunications, cable television, water facilities, sewer facilities and any other services or utilities over the Common Areas or any other portion of the Property.

(y) Fixing, determining and naming from time to time, if necessary or advisable, the public agency, fund, foundation or not for profit corporation or association, which is then organized, to which the Assessments of this Association shall be distributed upon liquidation or dissolution, according to the Association's Governing Documents. The assets so distributed shall be those remaining after satisfaction of all just debts and obligations of the Association, and after distribution of all property held or acquired by the Association under the terms of a specific trust or trusts.

(z) Adopting such rules and regulations as the Board may deem necessary for the operation and/or management of the Property, dwellings, Lots, Common Areas and/or Association property, which rules and regulations shall become effective and binding after (1) they are adopted by a majority of the Board at a duly noticed Board meeting held pursuant to these Bylaws, and (2) the rules and regulations are mailed or personally delivered to all Members of the Association within ten (10) business days following the adoption of the rules and regulations. Such rules and regulations shall not materially adversely affect the rights, privileges or preferences of Declarant as established by the Governing Documents without the prior written approval of Declarant. Such rules and regulations may concern, without limitation, use of the Common Areas, use of Association property, signs, parking restrictions, use of Lots, maintenance of Lots, appearance of Lots, use of dwellings, maintenance of dwellings, appearance of dwellings, and any other matter within the jurisdiction of the Association as provided in the Governing Documents. However, any rules and regulations shall be enforceable only to the extent that they are consistent with the Governing Documents.

ARTICLE IX

OFFICERS

Section 1. Designation. The principal officers of the Association may be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in the Board's judgment may be necessary. Officers must be Directors. Any two offices may be held by the same person, however the offices of President and Secretary may not be held by the same person.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the Annual Meeting, following the election of Directors. Notwithstanding the foregoing, officers shall be elected at the Special Meeting of the Association held when Directors are to be elected by the Members for the first time following Turnover. Each officer shall hold his or her office at the pleasure of the Board of Directors, until he or she has resigned, is removed, is recalled or is otherwise disqualified to serve.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the entire Board of Directors, any officer may be removed, with or without cause, and his or her successor elected at any duly noticed meeting of the Board of Directors.

Section 4. President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of the President of a corporation. The President shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business of the Association. The President shall be ex officio a member of all standing committees established by the Board, and he or she shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

Section 5. Vice President. The Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent, disabled, refuses to act or is unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Members of the Association at the principal office of the Association or at such other place as the Board of Directors may order. The Secretary shall keep the seal of the Association in safe custody and shall have charge of such books and papers as the Board of Directors may direct; and the Secretary shall, in general, perform all of the duties incident to the office of Secretary. The Secretary shall give, or cause to be given, notices of meetings of the Members of the Association and of the Board of Directors required by the Governing Documents, these Bylaws or by law to be given. The Secretary shall maintain a list of Members, listing the names and addresses of the Members as furnished to the Association, and such list shall be changed only at such time as satisfactory evidence of a change in ownership is presented to the Secretary. The Secretary shall perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

Section 7. Treasurer. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping, or causing to be kept, full and accurate accounts, financial statements, financial records, tax records and other records of business transactions of the Association, including accounts of all assets, liabilities, receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with the Governing Documents, shall render to the President and Directors, upon request, an account of all of his or her transactions as Treasurer and of the financial condition of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

ARTICLE X

COMPENSATION AND RESIGNATION

Section 1. Compensation. No Director or officer shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, or from contracting with a Director or officer for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

Section 2. Resignation. Any Director or officer may resign his or her post at any time by written resignation delivered to the Board, to the President of the Association, or to the Secretary of the Association. Any such resignation shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless the resignation is withdrawn prior to that later date. The acceptance of a resignation shall not be required to make it

effective. The conveyance, sale or transfer of all Lots owned by any Director (other than appointees of the Declarant) shall constitute an immediate written resignation of that Director, and that Director's position on the Board may then be filled pursuant to these Bylaws.

ARTICLE XI

BUDGET AND ASSESSMENTS

Section 1. Budgeting and Allocating Common Operating Costs. The Association's budget and common operating costs shall be determined, calculated, assessed, imposed, adopted and collected as set forth in the Declaration.

Section 2. Reserve Accounts.

The Board may establish reserve accounts which the Board, in its sole and absolute discretion, determines are necessary and/or desirable. Any reserve account established by the Board shall be part of the Common Expense and included as part of the Annual Assessment for each Fiscal Year.

Section 3. Initiation Assessment.

The Association hereby establishes an initial capital Assessment (the "Initial Assessment") applicable to each Lot, in an amount not to exceed one-half of the Operating Budget amount determined by the Board of Directors for the year in which the Initial Assessment is due and payable. The Initial Assessment shall become due and payable upon first closing of such Lot. Declarant shall not be required to pay the Initial Assessment. Such Initial Assessment may be used to fund the Association's initial start up costs and other operating expenses or to help fund reserves, in the Board's discretion. The Initial Assessment may be referred to by another name, such as Working Capital Contribution, Working Fund Contribution or some other name, in any marketing, sales, promotional and/or disclosure materials.

No further Initial Assessment shall be due for any subsequent transfer of ownership of any Lot.

Section 4. Use and Consumption Fees; Licenses and Royalties.

The Board may charge use and consumption fees to any person and/or entity using Association services or facilities and may, in its discretion, determine the amount and method of determining such fees. Different fees may be charged to different classes of users (for example, Owners and non-Owners). Any such fees charged to Owners shall be considered an individual Assessment against the Lots of such Owners under Article XI, Section 4(a) of these Bylaws.

As set forth in the Governing Documents, the Association may enter into license agreements with Declarant or other parties to permit the Association's use of trade names or service marks, such as the use of the name "**Heartwood Community**". To the extent permitted by such license agreements, the Board may enter into sub-license agreements, under negotiated terms, which permit others within the Property to use such trade names and/or service marks. The Association may charge fees and collect royalties in connection with such sub-license agreements; provided, Declarant and any Declarant affiliate shall retain the absolute right to use such trade names and service marks without payment of any license fees. Any such fees and royalties shall be considered an individual Assessment under Article XI, Section 4 of these Bylaws.

Section 5. Depository. The depository of the Association shall be such bank or banks in the State of Florida as shall be designated from time to time by the Board of Directors and in which the monies of the Association shall be deposited. Any and all banks utilized by the Board of Directors and the Association shall be federally insured. Withdrawal of monies from those accounts may be made by either: (a) checks signed by such person or persons as are authorized by the Board of Directors; or (b)

electronic fund transfers by such person or persons as are authorized or under the direction of the Board of Directors. All reserve and operating funds collected by the Association from Assessments or otherwise shall not be commingled in a single account and shall be divided into more than one (1) account as determined by a majority of the Board of Directors. In addition, a separate reserve account may be established for the Association in such a depository for monies specifically designated as reserves for capital expenditures, deferred maintenance and/or any other item or expense in the sole discretion of the Board of Directors.

Section 6. Fidelity Bonds. Fidelity bonds may be required, in the discretion of the Board of Directors, for all persons handling or responsible for Association funds in such amounts as shall be determined by a majority of the Board, but in no event less than the greater of One Hundred Thousand Dollars (\$100,000) or the maximum amount that will be in the custody or control of the Association or any persons handling or responsible for Association funds at any one time. The premiums on such bonds shall be paid by the Association as a common operating cost.

Section 7. Accounting Records and Reports. The Association shall maintain accounting records in the State of Florida, according to accounting practices normally used by similar associations. All financial and accounting records must be kept by the Association for a period of at least seven (7) years. The records shall include, but not be limited to: (a) accurate, itemized and detailed records of all receipts and expenditures; (b) a current account and periodic statement of the account of each Member, designating the name and current mailing address of each Member, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due; (c) all tax returns, financial statements and financial reports of the Association; and (d) any other Association records that identify, measure, record or communicate financial information.

Within ninety (90) days following the end of each Fiscal Year, the Association shall prepare, or contract with a third party to have prepared, a complete annual financial report. The annual financial report will consist of a complete set of financial statements that were prepared in accordance with generally accepted accounting principles, and with such other requirements established by Florida law for a homeowners' association with total annual revenue of the Association. When the Board of Directors completes or receives this annual financial report, the Association shall within twenty-one (21) calendar days, but no later than August 1 of each calendar year either: mail or deliver a copy of the annual financial report to each Member; or mail or deliver a written notice to each Member that a copy of the annual financial report is available upon request at no charge to the Member.

ARTICLE XII

AMENDMENTS TO THE BYLAWS

These Bylaws may be amended, altered, modified, repealed and/or rescinded in the following manner:

Section 1. Notice. Notice of the subject matter of a proposed amendment, alteration, rescission, and/or modification to these Bylaws shall be included in the notice of the meeting of the Association's Board of Directors at which a proposed amendment, alteration, rescission and/or modification to these Bylaws is to be considered.

Section 2. Adoption. An amendment, alteration, modification and/or rescission of these Bylaws may be made upon the approval of a majority of the entire Board of Directors at a duly noticed meeting of the Board.

Section 3. Effective Date. The effective date for any amendment, alteration, modification and/or rescission of these Bylaws shall be when a Certificate of Amendment is signed by an officer of the Association and filed in the Public Records of Alachua County, Florida along with a copy of the text of the amendment, alteration, modification and/or rescission.

ARTICLE XIII

CONFLICTING PROVISIONS

Section 1. Conflicting Provisions. In case any of these Bylaws conflict with any provisions of the laws of the State of Florida, such conflicting Bylaws shall be null and void, but all other provisions of these Bylaws shall remain in full force and effect. In case of any conflict between the Articles and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Section 2. Waiver. No provision of these Bylaws or any regulation promulgated by the Board of Directors pursuant hereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

Section 3. Severability. The provisions of these Bylaws are severable, and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder.

Section 4. Captions. Captions and headings are inserted herein only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision.

Section 5. Gender and Number. All nouns and pronouns used herein shall be deemed to include the masculine, the feminine, and the neuter, and the singular shall include the plural and the plural shall include the singular whenever the context requires or permits.

IN WITNESS WHEREOF, the members of the Board of Directors have adopted these Bylaws of Heartwood Community Homeowners' Association, Inc. effective as of this 17th day of January, 2018 SM

Sarah Vidzi-Linn

Print Name: Sarah Vidzi-Linn

Title: President

Attested by: Shawn Moss

Print Name: Shawn Moss

Title: Secretary