

Record and Return to: Kelley D. Jones, P.A.  
5800 N.W. 39th Ave., Ste 102  
Gainesville, Florida 32606

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DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR SPANISH GATES II SUBDIVISION

THIS DECLARATION, made on this 26 day of September, 2006, by SPANISH GATES II, LLC, a Florida limited liability corporation, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Alachua County, Florida, which has been platted as "SPANISH GATES II SUBDIVISION" according to the plat thereof recorded in Plat Book "28", Page 20 of the Public Records of Alachua County, Florida, and

WHEREAS, Declarant intends to use said property to construct single family housing units in accordance with the site plan approved by the Alachua County Planning Authorities, and the laws, regulations, and ordinances applicable to this development, and

WHEREAS Declarant hereby declares that the property which is subject to this Declaration is subject to the jurisdiction of the Suwannee River Water Management District,

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

ARTICLE I

DEFINITIONS

"Association" shall mean and refer to SPANISH GATES II COMMUNITY ASSOCIATION, INC., a non-profit corporation organized under the laws of the State of Florida.

"Properties" shall mean and refer to the real property the subject of this declaration and such additional adjacent properties as may be submitted subject to this declaration.

"Owner" shall mean the record title holder of a Platted Lot as shown on the plat of "SPANISH GATES II SUBDIVISION" or subsequent phase thereof which is submitted as subject to this declaration.

"Lot" shall mean any of the numbered platted lots of "SPANISH GATES II SUBDIVISION" or subsequent phase thereof which is submitted as subject to this declaration.

"Declarant" shall mean and refer to SPANISH GATES II, LLC, a Florida limited liability corporation, or its successors and or assigns.

"Privately owned cluster open space" shall mean that open space shown on the recorded plat designated as "Common Area" or "Common Area and Drainage Easement", or such similar area designated on a subsequent phase of "SPANISH GATES II SUBDIVISION" which is submitted as subject to this declaration.

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2377869 13 PGS  
2007 OCT 10 02:37 PM BK 3689 PG 955  
J. K. "BUDDY" IRBY  
CLERK OF CIRCUIT COURT  
ALACHUA COUNTY, FLORIDA  
CLERK25 Receipt#349478



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"Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

## ARTICLE II

### GENERAL PLAN OF DEVELOPMENT AND MAINTENANCE

#### Section 1. ESTABLISHMENT OF COMMON IMPROVEMENTS:

The developer intends to landscape, erect signage, and/or otherwise beautify the public right of way at the entrance to SPANISH GATES II SUBDIVISION and to construct such other common improvements as developer deems desirable.

#### Section 2. MAINTENANCE OF COMMON IMPROVEMENTS:

The Association shall maintain all landscaping and improvements within the dedicated areas which are not otherwise accepted for maintenance under applicable law. The Association shall also maintain any common improvements installed by the Developer, if any. Such maintenance may be accomplished by contract with individuals or companies in the business of providing such maintenance.

#### Section 3. OWNERSHIP OF PRIVATELY OWNED CLUSTER OPEN SPACE:

The Association shall own the privately owned cluster open space.

#### Section 4. INSURANCE:

The Association may acquire such insurance coverage as the Association determines desirable, and shall maintain such insurance as may be required from time to time by applicable law.

#### Section 5. ASSESSMENTS FOR OPERATION, MAINTENANCE AND RESERVES:

The Association shall determine a budget for operation of the Association and shall have the power to assess to obtain necessary funds to implement such budget.

#### Section 6. PAYMENT OF ASSESSMENTS; COMMENCEMENT OF PAYMENT:

Annual assessments shall be paid in equal quarterly installments, paid in advance on the first day of each calendar quarter. A pro-rata annual assessment shall commence on the first day of the first month following issuance of a certificate of occupancy by appropriate governmental authority when a dwelling is constructed on such Lot. The Association may amend the payment schedule of assessments in its discretion to a shorter or longer period, but no more often than monthly and no less often than annually.

## ARTICLE III

### ASSOCIATION; FUNCTION, MEMBERSHIP, VOTING

#### Section 1. NON-PROFIT CORPORATION:

SPANISH GATES II COMMUNITY ASSOCIATION, INC. is a non-profit Florida Corporation organized for the purpose of promoting the health, safety and welfare of the residents and Owners of the Properties, the subject of this Declaration, and promoting the value thereof. The

Association shall hold title to all privately owned cluster open space and all improvements constructed for the use and benefit of the Owners of properties the subject of this declaration who shall be members of the Association. The Association shall establish a budget, make and collect assessments, and take such further action as may be required to further the purposes of the Association for the use and benefit of the Owners and Declarant. The Association shall not be dissolved without the consent of Alachua County or its successor political subdivision should such occur.

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

Section 2. MEMBERSHIP:

Declarant, for the period of time that Declarant owns any of the Properties that are the subject of this Declaration, and every other person or entity, including Declarant, who owns a present vested possessory interest in the fee simple title to a Lot, the subject of this Declaration, shall be a member of the Association upon recording of a deed of conveyance in such Lot among the public records of Alachua County, Florida. Membership of Lot Owners shall terminate upon conveyance of such interest, whether by deed, operation of law, or otherwise.

Section 3. VOTING RIGHTS:

Exclusive voting rights in the Association shall be held by the Declarant, its successors or assigns until the first to occur of the following events, at which time voting rights shall inure to every member owning a Lot subject to assessment under this Declaration on the basis of one vote per Lot, to-wit:

1. January 1, 2011; or
2. Upon voluntary transfer of voting rights by Declarant.

Should more than one Owner own a Lot, the vote for such Lot may be cast in any manner such Owners see fit, however, no more than one vote shall be cast per Lot. In case of multiple Lot ownership, a majority of the Owners of the Lot must designate in writing the person authorized to cast the vote for such Lot.

Section 4. MANAGEMENT OF THE ASSOCIATION:

Exclusive management of the Association shall be vested in the Declarant until voting rights inure to the members as set forth above. Upon vesting of voting rights, management shall be vested in a Board of Directors, which Board shall consist of no fewer than three members nor more than nine members, the exact number to be determined by majority vote of the members of the Association. The Declarant, during its period of management, and the Board of Directors upon being duly elected, shall manage all of the affairs, policies, regulations and property of the Association, and shall have the power to promulgate and enforce reasonable uniform rules and regulations for the general control, management and operation of the Association for the purposes set forth in this Declaration and in the charter and by-laws of the Association.

Section 5. RESTRICTIONS DURING PERIOD OF MANAGEMENT BY DECLARANT:

During the period of time exclusive voting rights are held by the Declarant, the Declarant shall not adopt a budget nor make an assessment in excess of \$ \_\_\_\_\_ per year. Should funds collected by Declarant create a surplus, such surplus shall be held for the use and benefit of the Lot Owners. Declarant shall pay the cost of any deficit resulting from operations during Declarant's period of control.

Section 6. DISSOLUTION:

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

Section 7. EXISTENCE AND DURATION:

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

ARTICLE IV

ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS:

The Declarant, for each Lot within the Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) regular assessments or charges; and (2) special assessments for extraordinary repairs; such assessments to be established and collected as hereinafter provided. The regular and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with interest, costs and reasonable attorney's fees, shall also be the personal joint and several obligation of the Owners of the Lot assessed at the time when the assessment fell due. The Association may give record notice of an assessment lien by recording a claim of lien signed and verified by an officer or managing agent of the Association in the Public Records of Alachua County which lien shall state the description of the Lot, the name of the record Owner thereof, the amount due and the date when due. The lien shall continue in effect until all sums secured by the lien have been fully paid. Upon full payment of the total amount due, the party making payment shall be entitled to receive a recordable satisfaction of such lien. Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property.

Section 2. PURPOSE OF ASSESSMENTS:

The assessments levied by the Association shall be used exclusively for payment of operating expenses of the Association, including but not limited to management fees or salaries, legal and accounting fees; beautification and maintenance of improvements and landscaping within the access ways, streets and easement areas; maintenance of grass and shrubbery as set forth in Article II, Section 2 hereof; performance of the duties of the Association as set forth in this Declaration; and for such other things necessary or desirable to promote the recreation, health, safety and welfare of the residents and Owners of Lots subject to this Declaration.

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

Section 3. AMOUNT OF ASSESSMENTS:

The Association shall determine the amount and manner of regular annual assessments by majority vote in advance for each fiscal year and the budgets shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for insurance coverage, if any, operating expenses, maintenance expenses, repairs, utilities, replacement reserve, and reasonable operating reserve, and any other items which the Board deems proper. Failure of the Board to include any item in the regular budget shall not preclude the Board from levying an additional

assessment in any fiscal year for which the budget has been projected. Likewise, any provision to the contrary herein contained notwithstanding, the Board may increase the amount of levy during a fiscal year after the budget has been adopted and the assessment been made if the Board determines that additional monies will be required in order to fund and pay for any expenses otherwise properly included within the annual assessment. Such assessment shall include the amount estimated by the Board to be sufficient for the fulfilling of the Association's obligation for current maintenance and repair of Improvements plus a reasonable reserve for replacement of improvements unless such reserve is waived by a vote of the majority of Owners present at a duly called meeting of the Association, and shall include sums estimated by the Board to be sufficient to pay for all other expenses and obligations of the Association.

Section 4. SPECIAL ASSESSMENTS:

In addition to the regular assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the defraying, in whole or in part, the cost of any reconstruction or unexpected repair or replacement of improvements. Provided, however, that no such special assessment shall be levied when the amount thereof shall exceed one-half (1/2) of the current regular assessment except upon a majority vote of all interests voting at a meeting duly called of members of the Association who are subject to such special assessment.

Section 5. RATE OF ASSESSMENT:

All annual and special assessments shall be levied by the Association in an equal amount for each lot subject to assessment. Any annual assessment shall be prorated for any lot that becomes subject to assessment on other than the anniversary date of each fiscal year with the monthly increment payable each month after assessment for the balance of the fiscal year.

Section 6. DELINQUENT ASSESSMENTS:

If any assessment or monthly increment thereof is not paid on or before ten (10) days after the date when due, then such amount due shall become delinquent and shall, together with interest thereon at a rate established by the Association not to exceed the highest rate allowed by law, and costs of collection thereof, including a reasonable attorney's fee, thereupon become a continuing lien on the Lot. The personal obligation of the then Owner to pay such assessment, shall remain his personal obligation for the statutory period, notwithstanding that title to the Lot may be transferred to another with the lien still remaining thereon. If an assessment or monthly increment is not paid within thirty (30) days after the date when due, the Association shall have the right at any time thereafter to declare the entire balance of such assessment (including monthly increments on the assessment which have not yet become payable) immediately due and payable, and the entire assessment shall bear interest from the date of delinquency at the rate aforesaid. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Lot in the manner and method provided in this Article. The Board of Directors shall have the authority to take such action as it deems necessary in order to collect the assessments, and it may settle and compromise the same if The Board determines such to be in the best interests of the Association.

Section 7. CERTIFICATE OF PAYMENT:

The Association shall, upon demand at any time, furnish to any Owner liable for any assessment a certificate in writing signed by an officer of the Association, setting forth the status of all assessments applicable to any lot. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. If such certificate is not provided to an Owner within thirty (30) days from delivery of written demand from the Owner or Owner's agent delivered to the resident agent for service of process of the Association, then all assessments, liens and charges which have previously become payable shall be presumed conclusively to have been paid. Delivery shall be upon the registered agent and shall be presumed to have been completed two business days after mailing of such notice by certified mail to the registered agent of the association as shown on the records of the Secretary of State of the State of Florida.

Section 8. SUBORDINATION OF THE LIEN TO MORTGAGES:

The lien of the assessments provided for shall be junior and subordinate to the lien of any institutional mortgage (whenever used herein, the term "institutional mortgage" shall include mortgages held by banks, life insurance companies, savings and loan associations, mortgage companies, real estate investment trusts, and other similar lending institutions or mortgage brokers originating mortgages eligible for sale on the secondary market) now or hereafter placed upon any portion of the Properties subject to assessment. Sale or transfer of any Lot shall not affect the assessment lien. Provided, however, that upon the sale or transfer of title to a Lot pursuant to the foreclosure of an institutional mortgage, or any proceeding or conveyance in lieu of the foreclosure of such an institutional mortgage, the person who acquires title to the Lot shall not be liable for the share of assessments which became due prior to such acquisition of title as a result of foreclosure. Such unpaid assessment shall be deemed to be a common expense of the Association, collectible from all other Lot Owners, including the person who acquired title to the Lot. Such acquirer of title to the Lot, including the holder of the institutional mortgage, shall be fully responsible for all assessments which become due subsequent to the acquisition of the title to the Lot.

ARTICLE V

ASSOCIATION FEES

The Association may charge a reasonable fee to a Lot Owner to cover administrative costs when furnishing written statements of status of assessments; upon transfer of ownership of a Lot; or upon providing similar administrative services exclusively for the benefit of an Owner of an individual Lot.

ARTICLE VI

CONTRACTS FOR MAINTENANCE

The Association may enter into a contract with any firm, person, or corporation for the maintenance and repair of the landscaping and improvements in order to fulfill and complete its obligations and duties hereunder. In so doing, however, it shall not be relieved of the obligation to see that such repair and maintenance are accomplished.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. IMPROVEMENTS AND ALTERATIONS:

Except for purposes of proper maintenance and repairs wherein exterior colors (including roofing) are not changed, or as otherwise provided in this Declaration, no lot clearing preparatory to construction or no construction of any building, fence, wall, mailbox or other improvement or structure shall be commenced, erected, placed, moved or maintained upon the Lots or any portion of property conveyed as an appurtenance to a Lot, nor shall any addition to or change or alteration to the exterior or the color thereof be made until sufficient plans and specifications, including landscaping plans and color schedules shall have been submitted to the Architectural Control Committee and unless such have been approved in writing as to harmony of external design, color, materials and location in relation to surrounding structures and topography, and conformity with the design concept for this residential community by the Architectural Control Committee. Such approval or rejection shall be given within 30 days of submission of such plans. Outbuildings or fences of any type may be denied or limited as to location if the Architectural Control Committee deems such to be inconsistent with the appearance of the subdivision in any instance.

Section 2. ARCHITECTURAL CONTROL COMMITTEE:

The initial Architectural Control Committee shall be composed of the members of SPANISH GATES II, LLC, who shall constitute the Architectural Control Committee until the initial Architectural Control Committee assigns and transfers its powers and obligations to the Community Association. Thereafter, the officers of the Association shall constitute the Architectural Control Committee.

Section 3. RULES AND REGULATIONS:

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

Section 4. ENFORCEMENT; RIGHT TO REMOVE OR CORRECT VIOLATIONS:

In the event any lot clearing is commenced or building, fence, wall, mailbox or other improvement or structure shall be commenced, erected, moved or maintained (including change of color) upon The Properties, otherwise than in accordance with the provisions and requirements of this Declaration, then the same shall be considered to have been undertaken in violation of this Declaration, and, upon written notice from the Architectural Control Committee such building, fence, wall or other structure or improvement shall be promptly removed or the violation otherwise corrected. In the event the same is not removed, or the violation is not otherwise terminated, within fifteen (15) days notice of such violation delivered to the Owner of the Lot where such violation exists, then the Association shall have the right, through its agents and employees, to secure enforcement as provided in Article XI hereof. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article, or any of the other provisions or requirements of this Declaration, exist on such Lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE VIII

OBLIGATIONS OF ASSOCIATION AND OWNERS; RESTRICTIVE COVENANTS:

Section 1. OBLIGATIONS OF ASSOCIATION:

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

Section 2. OBLIGATIONS OF OWNERS:

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

1. Promptly pay all assessments levied by the Association.
2. Not permit or suffer anything to be done or kept on his Lot which will interfere with the rights of other Owners or annoy them by unreasonable noises or otherwise; nor shall an Owner commit or permit any nuisance, immoral or illegal act on his Lot.
3. Conform to and abide by the By-Laws and rules and regulations of the Association.

Section 3. EASEMENT FOR ACCESS AND DRAINAGE:

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

Section 4. RESTRICTIVE COVENANTS:

The following restrictive covenants shall apply to the initial phase of "SPANISH GATES II SUBDIVISION" and such additional phase which may be submitted by amendment to this declaration unless such restrictions are modified in whole or in part by the amendment submitting such additional property.

1. No lot shall be re-divided unless approved by the architectural control committee.
2. Any construction commenced upon any lot in said subdivision shall be completed within twelve (12) months from the date of first delivery of any materials to the site of construction unless an extension thereof is granted by the architectural control committee.
3. No building shall be constructed on any lot within said subdivision except one single family detached dwelling which dwelling shall contain a minimum square feet of floor area, excluding garages and unenclosed porches, such minimum to be established by the architectural control committee on a lot by lot basis in order to harmonize the size of dwellings with the size and topography of the lots within the subdivision.
4. No trade, business, service professional care, instruction or manufacture of any kind or nature whatsoever shall at any time be conducted on any of the land in this subdivision, nor shall any building erected thereon be used for such purposes, provided, however, that Declarant and/or its successors or assigns may construct, operate and maintain model home centers in the subdivision and provided further that the Covenant Committee established in Article IX of this Declaration may permit home occupation activities with such restrictions and conditions as the Covenant Committee shall in its sole discretion determine.
5. No land in this subdivision, nor any building erected thereon, shall be used or occupied injuriously to affect the use, occupation or value of the adjacent premises for residence purposes and the neighborhood wherein said premises are situated.
6. All lots, tracts or parcels of land in this subdivision shall be kept in a good state of repair and appearance, and the property shall be kept correspondent with the maintenance standards of surrounding properties. No waste or damage shall go unrepaired, whether such damage or waste is to the land or the improvements thereon.
7. No animals or pets of any kind shall be kept upon said property or any portion thereof except for ordinary household pets which shall not be a nuisance or annoyance to the neighborhood.
8. No repairs or restoration of any motor vehicle, boat, camper, trailer or other vehicle shall be permitted on any lot in the subdivision unless such repairs are conducted in an enclosed carport or garage, nor shall any truck or van larger than 1 tons be parked stored or kept on any lot except in an enclosed carport or garage.



9. Unless approved by the architectural control committee, no outside antennae of any type including but not limited to satellite dishes shall be maintained or constructed on any lot in the subdivision.

10. 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 covered by these covenants is prohibited unless the same be housed completely within a structure which has been architecturally approved in accordance with these covenants, or unless a special exception has been granted by the Architectural Control Committee.

11. All driveways and parking areas must be constructed of asphalt, concrete, interlocking pavers, or similar material approved by the architectural control committee. Drives must be paved to the curb line and shall be continuously paved in any area meant for driving or automobile storage. No motor vehicle shall be parked, stored or otherwise left on any unpaved area.

12. 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.

13. 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, with approval of the Architectural Control Committee, erect a sign of up to 32 square feet to advertise a newly constructed property for sale during the construction and sales period.

14. Nothing herein shall be interpreted to prevent the Declarant and/or its successors or assigns developing the property from using the property owned and/or controlled by them in such manner as they determine to be reasonably necessary or advisable for the conduct of their business, including but not limited to converting existing lots owned by Declarant into roadways, or in connection with the construction and maintaining of structures on said property, (including model home centers) and establishing the property as a residential community.

15. Any present or future owners of land covered by these restrictions shall have the right of enforcement by appropriate judicial proceeding and may recover damage suffered as a result of violation including reasonable attorney's fees in enforcement proceedings.

16. All and each of the restrictive conditions and covenants provided for in this section shall continue in force from the date of this instrument until January 1, 2016 A. D. After this date these covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners has been recorded, agreeing to change said covenants in whole or in part.

#### ARTICLE IX

##### Section 1. COVENANT COMMITTEE:

The Association shall appoint a COVENANT COMMITTEE of not less than 3 nor more than 7 members which shall be empowered to enforce the restrictive covenants and other obligations of the Owners set forth in Article VIII of this Declaration on behalf of the Association.

##### Section 2. NOTICE AND HEARING OF ALLEGED VIOLATION:

The COVENANT COMMITTEE shall notify any Owner of any alleged violation in writing by mailing a copy of said notice first class mail to the Owner at the address as shown on the records

of the Association, or by delivery of a copy of such notice to the Property. Such notice shall specify the following:

1. The nature of the alleged violation.
2. The action required to correct the alleged violation along with any penalty to be assessed for the violation.
3. The time within which such action to correct the violation must be taken by the Owner.
4. The time and place of the next meeting of the COVENANT COMMITTEE at which alleged violations which are controverted by the Owner will be heard and the time, place, and person upon whom notice of a requested hearing must be given.

The Owner must either correct the alleged violation within the time specified in the notice or give written notice within the time specified in the notice that the matter is contested and a hearing is requested at the next meeting of the COVENANT COMMITTEE. The Owner may present any material or circumstances concerning the alleged violation that the Owner wishes the COVENANT COMMITTEE to consider at or prior to the meeting date specified. In the event that no written material for consideration by the COVENANT COMMITTEE is submitted nor a written request for hearing is submitted as provided for in the notice within the time specified within the notice, the alleged violation shall be deemed admitted by the Owner. The time imposed for correction of an alleged violation may be extended for good cause shown at the discretion of the COVENANT COMMITTEE, and shall be extended through the date of hearing and any appeal properly applied for by the Owner under the provisions of this Article.

**Section 3. FINES AND OTHER SANCTIONS MAY BE IMPOSED BY THE COVENANT COMMITTEE:**

The COVENANTS COMMITTEE may impose fines upon an Owner for violations based upon the following:

1. Initial violation, maximum \$100.00.
2. Second violation, of the same Owner, maximum \$250.00.
3. Third and subsequent violations of the same Owner, maximum \$500.00 per violation.
4. Additional amounts for continuing violations not corrected within time imposed for abatement or extension thereof, maximum per day after expiration of corrective period: \$25.00.

All fines imposed by the COVENANTS COMMITTEE are subject to review by the Board of Directors of the Association upon the written request of the affected Owner to the Board of Directors made within 15 days from the levy of such fine. If no such request is made within said 15 day period, it shall be presumed that the Owner has consented to the imposition of the fine as levied.

All fines shall be the personal obligation of the Owner, and shall be treated as a special assessment against the property that is the subject of the violation.

**Section 4. APPEAL FROM DECISIONS OF THE COVENANT COMMITTEE:**

All actions of the COVENANT COMMITTEE shall be subject to review by the Board of Directors of the Association provided a timely request for the review is made by the affected Owner. Except as otherwise provided herein, a request for review must be made by the affected Owner within 15 days from the date the decision in question is made by the COVENANTS COMMITTEE.

Section 5. REMEDIES NOT EXCLUSIVE:

The remedies provided for in this Article IX are cumulative, and are in addition to all other sanctions and remedies provided for in this Declaration and available at law or in equity.

ARTICLE X

AMENDMENTS AND MODIFICATIONS

Section 1. AMENDMENT BY DECLARANT:

As long as the Declarant owns property the subject of this Declaration, the Declarant reserves and shall have the sole right (a) to amend this Declaration; (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained; (c) to release any building site from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restrictions lines and provisions hereof relating thereto) if the Declarant, in its sole judgment, determines such violation to be a minor or insubstantial violation; (d) to vacate and terminate the terms, conditions, obligations and liens created by this Declaration with respect to any Properties owned by Declarant upon which there exists no substantially completed structure. As long as Declarant retains the right to make amendments, the amendment of this Declaration will require the prior approval of the Federal Housing Administration or the Veteran's Administration if either holds any interest in a Lot.

Section 2. AMENDMENT BY OWNERS:

Except as to provisions relating to amendment and modification as set forth herein regarding certain specific items and the method of amending or altering same; any other provisions, covenants or restrictions set forth herein may be amended in accordance with this provision. The Owners of at least two-thirds (2/3) of the Lots subject to this declaration may change or amend any provision hereof, except as above mentioned, in whole or in part, by executing a written instrument in recordable form setting forth such amendment and having the same duly recorded in the public records of Alachua County, Florida, or Owners may propose amendments in whole or in part as set forth in the following paragraph, provided, however, that for so long as the Declarant shall own any Lots subject to this Declaration for sale in the ordinary course of business any such amendment shall require the approval and joinder of the Declarant in order to become effective.

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

Section 3. AMENDMENTS ALTERING STORMWATER OR SURFACE WATER PROVISIONS:

Any amendment to the Covenants and Restrictions which alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the Suwannee River Water Management District.

ARTICLE XI

REMEDIES FOR VIOLATIONS

If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Declarant or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this provision shall be construed as cumulative to all other remedies now or thereafter provided by law. The failure of the Declarant, its successors or assigns or the Association, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. In the event the Declarant or the Association shall prevail upon such proceeding for recovery of damages or to enjoin violations, the Member shall be responsible for all costs and expenses incurred or paid by the Declarant or the Association in the prosecution of such proceeding, including reasonable attorney's fees, and the Declarant or Association shall be entitled to place a lien upon the property owned by such member, as provided in Article IV hereof to secure payment of such sums, should the member fail to pay such costs and expenses within thirty (30) days from the entry of the judgment or injunction.

ARTICLE XII

SPECIAL TAXING DISTRICT

No agency of government will be requested to assume maintenance of the improvements constructed or of the landscaping and beautification in the right of way; however, if for any reason it should become necessary that a public agency maintain such areas, or otherwise expend public funds, such costs shall be due and payable by individual Owners of Lots the subject of this declaration, and, if unpaid, shall become a lien on the Lot owned by such delinquent Owner.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 1. INVALIDATION:

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

Section 2. ENFORCEMENT OF STORMWATER OR SURFACE WATER PROVISIONS:

The Suwannee River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.

Section 3. DURATION:

The covenants, restrictions and provisions of this Declaration shall run with and bind the land, and unless specified otherwise herein, shall bind the land in perpetuity and shall inure to the benefit of the Declarant, the Owners, and their respective legal representatives, unless terminated in accordance with the terms hereof. Provided, however, that in the event that any court should hereafter determine that any provision herein violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule

of law, and for such purpose the measuring lives shall be those lives of the persons executing this Declaration on behalf of the Declarant.

Section 4. SECTION HEADINGS:

The section headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

Section 5. CONSTRUCTION AND INTERPRETATION:

The provisions of this Declaration shall be liberally construed to effectuate its purpose and intent of creating a planned community. Whenever the context requires or permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, the Declarant has executed this instrument the day and year first above written.

Signed, sealed and delivered  
in our presence as witnesses:

Barbara Chastain  
RD Falkenburg

SPANISH GATES II, LLC,  
a Florida limited liability corporation  
By: Ronald Clark  
RONALD CLARK,  
Managing Member

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged by RONALD CLARK, a Member of SPANISH GATES II, a Florida Limited Liability Corporation on behalf of such corporation, who is personally known to me this 26 day of September, 2006, who produced as identification # FD 383653  
#C462-739-58-0920

Robin D. Falkenburg  
NOTARY PUBLIC  
Printed Name: Robin D. Falkenburg  
Commission Number: DD 383653



CERTIFICATE OF DESIGNATION OF  
REGISTERED AGENT AND REGISTERED OFFICE

In pursuance to the provisions of Chapter 608 of the Florida Statutes, the following is submitted in designating the registered agent and registered office in the state of Florida.

That "**Spanish Gates II, LLC**", desiring to organize under the laws of the State of Florida, has named the following, who is located at the address indicated, as its agent to accept service of process within this state:

KELLEY D. JONES  
2750 NORTHWEST 43RD STREET, SUITE 201  
GAINESVILLE, FLORIDA 32606

ACKNOWLEDGMENT

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

  
Kelley D. Jones

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SCOTT DAVID KRUEGER, CHARTERED

A Professional Corporation

MERIDIEN CENTRE  
2750 NORTHWEST 43RD STREET, SUITE 201  
POST OFFICE BOX 357099  
GAINESVILLE, FLORIDA 32635

GAINESVILLE (352) 376-3090  
OCALA (352) 732-4405  
FACSIMILE (352) 377-1580

October 3, 2001

Secretary of State  
Division of Limited Liability Companies  
409 East Gaines Street  
Post Office Box 6327  
Tallahassee, Florida 32301

Via FedEx 2<sup>nd</sup> day delivery

Re: Spanish Gates II, LLC

100004623321--8  
-10/04/01--01049--003  
\*\*\*\*125.00 \*\*\*\*125.00

To whom it may concern:

Enclosed please find an original and one copy of the Articles of Organization for the above named company, as well as a certificate designating Registered Agent/Registered Office, together with our check in the amount of \$125.00 to cover the following costs:

Filing Fee	\$ 100.00
Registered Agent Designation Fee	25.00
Total	<u>\$125.00</u>

Your prompt response in return of a confirmation of the filing is appreciated.

Thank you for your assistance in this matter.

Sincerely yours,

  
Scott David Krueger

enclosures

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EFFECTIVE DATE  
10/8/01

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ARTICLES OF ORGANIZATION OF  
SPANISH GATES II, L.L.C.

The undersigned adopt the following Articles of Organization for the purpose of becoming a limited liability company under the Florida Limited Liability Company Act:

ARTICLE I

Name

The name of the limited liability company, referred to in these Articles as "company," is Spanish gates II, L.L.C. and is effective as of October 1, 2001.

ARTICLE II

Purpose

The purpose for which Company is organized is to transact any or all lawful business for which limited liability companies may be organized under the Florida Limited Liability Company Act.

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ARTICLE III

Principal Address

The address of company's principal place of business and mailing address in Florida is 15816 Northwest County Road 1491, Alachua, Florida 32615

ARTICLE IV

Registered Agent and office

The name of Company's initial registered agent in Florida is Kelley D. Jones. The address of Company's registered office in Florida is 2750 Northwest 43<sup>rd</sup> Street, Suite 201, Gainesville, Florida 32606.

EFFECTIVE DATE  
10/01/01



IN WITNESS WHEREOF, for the purpose of forming this limited liability company in accordance with the Florida Limited Liability Company Act, the undersigned has executed these Articles of Organization as an authorized representative of a member of the company on this 31<sup>st</sup> day of October, 2001, at Gainesville, Florida:

Ronald Clark  
Ronald Clark

Joel Buzbee  
Joel Buzbee

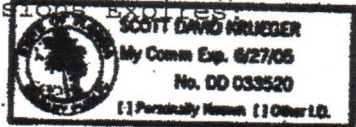
STATE OF FLORIDA  
COUNTY OF ALACHUA

Subscribed and acknowledged before me by Ronald Clark, as an authorized representative of a member of the company, on this 31<sup>st</sup> day of October, 2001. Ronald Clark is personally known to me (yes  no ) or has produced \_\_\_\_\_ as identification.

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Scott David Krueger  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
Printed Name of Notary:  
My Commissions Expires:

STATE OF FLORIDA  
COUNTY OF ALACHUA



Subscribed and acknowledged before me by Joel Buzbee, as an authorized representative of a member of the company, on this 31<sup>st</sup> day of October, 2001. Joel Buzbee is personally known to me (yes  no ) or has produced \_\_\_\_\_ as identification.

Scott David Krueger  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
Printed Name of Notary:  
My Commissions Expires:

