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2772-S.N.W. 43rd Street
Gainesville, FL 32608-7433

**DECLARATION OF RESTRICTIONS
AND MAINTENANCE COVENANTS**

FOR

ST. ALBAN'S WOOD

Rec.	\$	285.00
Doc. Stamps	\$	
Int. Tax	\$	
Subtax	\$	
Total	\$	285.00

THIS DECLARATION OF RESTRICTIONS AND MAINTENANCE COVENANTS FOR

ST. ALBAN'S WOOD is made this 27th day of June, 2000, by **J. S. MacDOUGALL** and **C. R. MacDOUGALL**, hereinafter "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in **Exhibit "A"** attached hereto and desires to create thereon a residential community with common facilities for the benefit of said community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of recreation areas, open space, green belt areas, recreational facilities, parking areas and other common facilities as may be specifically designated on the recorded plat for **St. Alban's Wood** or as are actually built; and, to this end, desires to subject the real property described in **Exhibit "A"** (the "Property"), together with such additional property as may be subjected to this Declaration as hereinafter provided, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each subsequent owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities of said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the common property and facilities and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Florida, as a non-profit corporation, **St. Alban's Wood Owners Association, Inc.**, for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, the Declarant declares that the real property described in Exhibit "A", and such additional property as may be made subject to this Declaration, is and shall be held, transferred, sold, conveyed and occupied, subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth, all of which shall be binding upon and enforceable by the Declarant, the Association and subsequent owners of units in the Property, and which shall run with the land and be binding upon all parties having any right, title or interest in the Property described in Exhibit "A" and in any additional property made subject to this Declaration or any part thereof, their heirs, successors, tenants and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

The following words, when used in this Declaration, unless the context shall prohibit, shall have the following meanings:

A. **Association:** Association shall mean and refer to **St. Alban's Wood Owners Association, Inc.**, a Florida corporation not for profit, its successors and assigns, the Articles of Incorporation and Bylaws of which are attached hereto as Exhibits "B" and "C". This is the Declaration of Restrictions and Maintenance Covenants for **St. Alban's Wood** to which the Articles of Incorporation and Bylaws of the Association make reference.

B. **Articles of Incorporation and Bylaws:** The Articles of Incorporation and Bylaws shall mean those of **St. Alban's Wood Owners Association, Inc.**, a Florida corporation not for profit.

C. **Board of Directors:** The Board shall mean the Board of Directors for the Association.

D. **Declarant:** The Declarant shall mean and refer to **J. S. MacDOUGALL and C. R. MacDOUGALL**, their successors and assigns. **Declarant** may assign less than all of the rights, duties or obligations of the Declarant hereunder to third parties, in which case Declarant shall mean and refer to the specific entity holding the rights, or having the duties or obligations, in question.

E. **St. Alban's Wood:** St. Alban's Wood shall mean and refer to the real property described in Exhibit "A" and the residential community project to be developed upon the Property, together with such additional real property as may be subjected to this Declaration.

F. **The Property:** The Property shall mean and refer to all such existing property as described in Exhibit "A" hereto, and all additions thereto, as the Property subject to this Declaration or any Supplementary Declaration.

G. **Unit:** Unit shall mean and refer to any individual lot or parcel depicted on the recorded plat for St. Alban's Wood together with the attached dwelling unit erected thereon, excluding Common Property, that has been subjected to this Declaration.

H. **Owner:** Owner shall mean and refer to the record fee simple title holder, whether one (1) or more persons or entities, of a Unit, including the Declarant.

I. **Common Property:** Common Property shall mean all real property, including the improvements thereon, owned by the Association for the common use and enjoyment of the Unit Owners as well as the ownership rights to the recreational easements, drainage easements, ingress and egress and public utilities easements, if any, as depicted on the plat of St. Alban's Wood, or as may from time to time be transferred to the Association. The term "Common Property" shall also include any personal property acquired by the Association, if such property is designated as such by the Association. All Common Property is to be devoted to and intended for the common use and enjoyment of the members of the Association, their families, guests, persons occupying Units on a guest or tenant basis, and to the extent designated on recorded plats or authorized by the Board of Directors of the Association.

J. **Declaration:** The Declaration shall mean this Declaration of Restrictions and Maintenance Covenants, including such amendments as from time to time shall be made.

K. **Unit:** Unit shall mean and refer to any lot depicted on the plat of any phase of St. Alban's Wood, together with the attached dwelling unit erected thereon, excluding Common Property, that has been subjected to this Declaration.

L. **Attached Home Unit:** Attached Home Unit shall mean and refer to any lot depicted on the plat of any phase of St. Alban's Wood, together with the attached single family dwelling unit erected thereon, excluding Common Property, that has been subjected to this Declaration.

M. **Tenant:** Tenant shall mean and refer to any person or persons who rent or lease a Unit situated on a lot within the Property.

N. **Resident:** Resident shall mean and refer to any person or persons who occupy a Unit for more than seven (7) days per month.

O. **Guest:** Guest shall mean and refer to any person or persons who visit a Unit or the Property and does not occupy a Unit for more than seven (7) days per month.

P. **Member:** Member shall mean and refer to all those Owners who are Members of the Association as provided in Article V hereof.

Q. **Limited Common Property:** Limited Common Property shall mean and refer to those areas of Common Property which lie contiguous to a Unit, and upon which has been initially constructed by the Declarant such things as patios, balconies, hot tubs, pools, decks and porches, driveways and attached or detached storage areas before conveyance of title to a Unit by the Declarant has been made, and which are intended to exclusively serve such Unit as appurtenant thereto.

R. **Plat:** Plat shall mean and refer to any and all plats of any phase of St. Alban's Wood.

S. **Transfer Date:** Transfer Date shall mean and refer to that certain date when management and control of the Association will be turned over to the Board of Directors thereof by Declarant.

T. **Surface Water or Stormwater Management System:** Surface Water or Stormwater Management System shall mean 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 OF ST. ALBAN'S WOOD

A. **General Nature of Development:** The purpose of this Article is to generally describe the plan, manner and method of development of St. Alban's Wood. Therefore, the provisions and statements contained in this Article will necessarily be general in nature, and any conflict between

them and more specific statements found hereafter in the remaining Articles of this Declaration shall be resolved in favor of such more specific statements.

B. **Development:** Declarant has acquired fee simple title to the Property, which has been platted pursuant to the provisions of the City of Alachua Ordinances. Notwithstanding the depiction of the Units and Common Property on the recorded plat of St. Alban's Wood, the exact location of Units and the exact manner of development of the Property shall be governed by the conditions and limitations of this Declaration. In addition Declarant may, at a later date, subject other property to the terms of this Declaration.

C. **Community Association:** The Declarant hereby delegates to the Association the responsibility and duty of (i) owning, operating, administering and maintaining the Common Property; (ii) administering and maintaining certain portions of the Units all as set forth herein; (iii) assessing and collecting the assessment charges necessary to pay the common expenses; and (iv) enforcing this Declaration. Each Owner of a Unit shall automatically be a Member of the Association, and as such, shall be entitled to the rights and privileges of such membership and be responsible for the duties of such membership, including the duties to pay assessment charges and comply with all rules and regulations of the Association and the terms of this Declaration. The Association may refuse to accept the duty of maintaining any Unit which is not constructed in accordance with this Declaration, but such refusal may be asserted only at the time such Unit is first constructed. After the duty of maintaining any Unit has been accepted, expressly or by implication, such duty cannot later be refused. The Declarant shall have the right, but not the obligation, to require the Association to refuse to accept such duty as to any Unit which does not conform to the terms and conditions of this Declaration, notwithstanding that Declarant may have conveyed all their interest in the Property.

D. **Additions to Existing Property:** Declarant may subject additional properties to the terms of this Declaration. Declarant reserves the right to develop such additional properties as it, in their discretion, deems advisable, and in accordance with City of Alachua zoning ordinances. The owners of residential units on such additional properties shall become Members in the Association, subject to their paying the appropriate maintenance charges and fees as provided in Article VIII, and being subjected to all rules, regulations and policies of the Association.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS TO EXISTING PROPERTY

A. **Existing Property:** The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Alachua, Alachua County, Florida, and is more particularly described on the attached Exhibit "A".

B. **Additions to Existing Property:** The Developer from time to time may, in its discretion, cause additional properties to become subject to this Declaration.

Supplementary Declaration: The additions authorized under this subsection shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additions, which shall extend the scheme of the covenants and restrictions of this Declaration to such additional property. Any such Supplementary Declaration of Covenants and Restrictions shall interlock all rights of Members to the Association to the end that all rights and obligations resulting to Members of the Association shall be uniform as between all Units of St. Alban's Wood, whether such Units are located in the Property or in Additions to the Property to the end that Owners of Units in Additions to the Property shall become Members in the Association. The real property to be added to the Property and to become subject to this Declaration shall be developed in such a manner as to provide for the preservation of the values and amenities of the Property, with reasonable portions of said additional properties set aside for roads, open spaces and other recreation and common facilities. Such Supplementary Declarations may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the Additions and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declarations revoke, modify or add to the covenants established by this Declaration within the Property. It shall not be necessary for anyone other than Declarant, their successors and assigns, to execute the Supplementary Declaration in order to subject the additional properties to the provisions of this Declaration and thereby cause them to become Additions to the Property.

C. **General Provisions Regarding Additional Property:** No such Additions to the Property may be made unless the improvements to be constructed thereon are of compatible style and quality with the Property, such as will serve to preserve or enhance the values and amenities of the Property. No additions shall revoke or diminish the rights of the Owners to the utilization of the Common Property as established hereunder, except to grant to the Owners of the properties being added the right to use the Common Property as established hereunder, and to likewise grant to Unit Owners in the Property the right to use the Common Property to be established by any such Supplementary Declarations. Such Additions to the Property shall be made subject to and upon the following terms and conditions:

Common Property: The Declarant shall be required to complete construction of reasonable additional common and recreational facilities and to convey legal title

to the lands and improvements thereon upon which such additional common and recreational facilities may be located to the Association prior to the sale and conveyance of any Units to ultimate purchasers within such additional properties, which lands shall be held by the Association as Common Property as described herein to the use and benefit of all Members of the Association. Such conveyance to the Association shall be by General Warranty Deed, free and clear of any and all easements, restrictions or encumbrances other than utility easements of record, this Declaration and the Supplementary Declaration.

ARTICLE IV

APPURTENANCE OF COMMON PROPERTY AND PARTITION

A. **Appurtenance of Common Property:** All easements and other rights herein given to Owners of Units, including the right to be Members in the Association, are hereby declared to be appurtenant to such Units and shall not be separately conveyed, encumbered or otherwise dealt with separately from the Units. Any instruments, whether a deed, mortgage or otherwise, which purport to transfer or convey a Unit, shall also transfer and convey all of the Owner's rights, easements, duties and obligations hereunder, whether specifically mentioned or not. Once an Owner conveys title to his Unit to some other person, he shall automatically lose his rights and easements hereunder, and the grantee of the Owner shall automatically become the new Owner subject to all rights, duties and obligations hereof.

B. **Waiver of Partition:** The Declarant and each subsequent Owner of any interest in a Unit and in the Common Property, by acceptance of a conveyance or any instrument transferring an interest, waives the right of partition of any interest in the Common Property under the laws of the State of Florida as it exists now or hereinafter until this residential community project, **St. Alban's Wood**, is terminated according to the provisions hereof or by law. Any Owner may freely convey an interest in a Unit subject to the provisions of this Declaration.

ARTICLE V

COMMUNITY ASSOCIATION

A. **Nonprofit Corporation:** Articles for Incorporation of **St. Alban's Wood Owners Association, Inc.**, a Florida corporation not for profit, have been filed with the Office of the Secretary of State of the State of Florida, and duly processed in said Office to the end that a charter has been granted. The principal purpose of the Association is to perform the acts and duties desirable for residential community living as provided for in this Declaration, to own and hold title to all of the

Common Property, to administer and manage St. Alban's Wood in accordance with the terms and conditions hereof and subject to its Articles of Incorporation and Bylaws, and to levy and enforce collection of assessments as are necessary to perform all of said acts, duties and obligations, and all other duties herein expressly or impliedly imposed upon the Association.

B. **Membership:** Every Owner, including Declarant, of any of the Units shall automatically be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member. Such membership shall continue for so long as such ownership continues, and shall automatically terminate when such person or entity no longer owns such interest.

C. **Voting:** The Association shall have two (2) classes of voting membership:

Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Unit owned. When more than one (1) person holds an interest in any Unit, all such persons shall be Members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Unit. When subsequent lands are subjected to this Declaration, all Owners of Units in said subsequent lands shall be entitled to one (1) vote for each Unit owned.

Class B Members shall be the Declarant, who shall be entitled to fifty (50) votes (one vote for each lot owned). The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

1. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
2. Ten (10) years from the recording of this Declaration; or
3. When, in their discretion, the Declarant so determines; or
4. When Declarant no longer owns any portion of the Property.

D. **Board of Directors, Bylaws, and Rules and Regulations:** All of the affairs, policies, regulations and property of the Association shall be controlled and governed by the Board of Directors thereof, which Board shall consist of no fewer than three (3) nor more than five (5) Members, the exact number to be determined by the Members of the Association prior to the vote therefor. Such directors shall be elected annually by all of the Members entitled to vote, and each director shall be the Owner of a Unit (or partial Owner of a Unit where such Unit is owned by more than one individual), (or if a Unit is owned by a corporation or partnership, including Declarant, any duly elected officer or director of an Owner corporation or general partner of an Owner partnership may be elected a director or directors). Additionally, the Board of Directors may promulgate and

enforce reasonable uniform rules and regulations which may be necessary or expedient for the general control, management and operation of **St. Alban's Wood** in accordance with the purposes and objectives of a planned residential community association and subject to the provisions hereof.

E. **Commencement of Management:** The provisions of this Declaration shall become applicable, effective and binding insofar as the management and operation of **St. Alban's Wood** and the levying of assessments is concerned, whether or not actual management of **St. Alban's Wood** is delivered and turned over by Declarant to the Association.

Upon turning over the management and operation of **St. Alban's Wood** to the Association at the Transfer Date, or prior thereto, the Declarant shall render an accounting to the Association and deposit with it any sums due the Association, and shall then automatically be released of any and all types of liability to Unit Owners and the Association.

While management, operation and control of **St. Alban's Wood** and the Association remains in the Declarant and has not been turned over solely to the Association to be administered by its duly elected Board of Directors, the Board of Directors shall be designated by the Declarant as provided in the Articles of Incorporation and the Declarant shall have the right to overrule any decision of the Board.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTY

A. **Members' Easements of Enjoyment:** Subject to the provisions of paragraph C hereof, every Member, including Members owning Units in subsequent phases of **St. Alban's Wood** subjected to this Declaration, shall have a perpetual non-exclusive right and easement of enjoyment in and to the Common Property, and such easement shall be appurtenant to and shall pass with the title to every Unit. This right is further subject to the following provisions:

1. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon Common Property;
2. The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Unit remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

- 3. The right of the Association, as set forth more particularly in Article XIII to fine the Owner for any violation of this Declaration and/or the rules and regulations established by the Association; and
- 4. The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of Members has been recorded. Provided, however, the granting of public utilities' easements as may be required to serve St. Alban's Wood and the Unit Owners shall not require approval by the Members.

B. **Delegation of Use:** Any Owner may delegate his right of enjoyment to the Common Property and facilities to the Members of his family; his Tenants or contract purchasers who reside on the Property; provided, however, that if an Owner leases his Unit, the Tenant shall automatically be entitled to use of the Common Property, and the Owner's right shall automatically cease during the term of the lease.

C. **Title to Common Property:** The Declarant shall convey legal title to the Common Property to the Association. The Association shall hold title to such Common Property for the use and benefit of all Members of the Association and shall not alienate such title without the approval of all holders of institutional first mortgages upon the Units contained within the Property. With respect to the stormwater management system ("The System") serving St. Alban's Wood, the Association may, by written request directed to City of Alachua request that the City of Alachua inspect the stormwater management system prior to the Association accepting a transfer of responsibilities from the Declarant for the maintenance of the System.

D. **Condemnation of Common Property; the Application of Condemnation Proceeds:** In the event all or any portion of the Common Property shall be condemned and taken by public authority having the power of eminent domain, all proceeds as a result of such condemnation shall be paid to and held by the Association for the use and benefit of the Members of the Association. All such condemnation proceeds shall be utilized to restore the Common Property to the condition existing prior to such condemnation, insofar as may be possible.

ARTICLE VII

EASEMENTS GRANTED AND RESERVED BY DECLARANT

A. Easements for Utilities and Services, Encroachments and Maintenance by

Association: The Declarant hereby gives and grants the easements described below upon the Common Property and reserves unto itself and their successors and assigns the right to grant further similar easements until the Transfer Date, and after the Transfer Date the Association shall automatically succeed to the right to grant such easements:

1. An easement or easements on, upon, across, through and under the Common Property to provide services, repair and maintain the equipment required to provide (which easement may include reasonable rights of access for persons and equipment necessary to accomplish such purposes) utility services, including without limitation, power, electric, light, cable t.v., telephone, gas, water, sewer, drainage and any other utility or service upon or for the benefit of any part of the Property; provided, however, no such easements will be effective with respect to any part of the Property lying beneath a Unit after the construction thereof. This grant includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation or to provide for drainage and to maintain reasonable standards of health, safety and appearance and the right to locate wells, pumping stations and tanks; provided, however, that said right shall not be considered an obligation of the Declarant to provide or maintain any such utility or service;
2. An easement or easements in favor of Alachua County, Florida, or the City of Alachua, Florida, or any agency thereof, or any franchised, private or public utility thereof, for access and for the providing and maintaining of any municipal services to the Property, including, without limitation, garbage and trash collection, cable television, and police and fire protection. In addition, an easement is granted to the City of Alachua, Florida, for the purpose of allowing it to exercise its rights of maintenance of the Common Property in the event of default of same by the Association in accordance with Article VIII, paragraph C. No such easements hereby given or granted in this Article VII shall be construed as permitting the public to come upon the Property, and the same shall be used only for the purpose of furnishing such services by the duly designated employees of those governmental authorities or other suppliers providing same;
3. An easement for encroachment in the event that any improvements upon the Common Property now or hereafter encroach upon any of the Units, and in the event that any Unit now or hereafter encroaches upon the Common Property as a result of a surveying error or inaccuracies in construction or reconstruction, or due to settlement or movement of any of such improvements so that the encroaching improvements shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance of the encroaching improvements in favor of the Owner of such improvements.

4. An easement or easements in favor of the Association to enter in and upon the Units as may be necessary to perform its responsibilities and duties of lawn care and maintaining, landscaping, painting, staining and repairing such Units as set forth herein;
5. An easement or easements in favor of the Unit Owners for use of the Limited Common Properties appurtenant to their respective Units as defined in Article XIX, paragraph A, of this Declaration; and
6. With regard to all Attached Home Units, an easement through all party walls and under the Attached Home Units for support of adjoining Units, for conduits, ducts, wiring, plumbing and other facilities for the furnishing of utilities to the other Units.

B. **Cable Television:** The Declarant, their successors and assigns hereby reserve a perpetual easement over the Common Property and Units for the installation of underground television and radio cables for service to the Units and for the installation and maintenance of CATV installations. With respect to CATV installations, the Declarant hereby reserves in perpetuity the right (but not the obligation) to install such installations on any portion of the Property designated as Common Property and over Units.

C. **Ingress, Egress and Public Utilities:** Declarant, for itself and their successors, grantees and assigns, specifically reserves and retains an express easement over all Common Property for ingress, egress and public utilities, as well as an express, non-exclusive easement for ingress and egress over and upon all roads and roadways, together with the right to tie into all designated roads, easements and utilities located within St. Alban's Wood, including but not limited to all streets, roadways, easements and utility lines.

D. **Surface Water or Stormwater Management System:** 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 the Common Property 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.

ARTICLE VIII

ASSESSMENTS

A. Creation of the Lien and Personal Obligation of Assessments; Claim of Lien:

The Declarant, for each Unit owned within the Property, hereby covenants, and each Owner of any Unit 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: (i) annual assessments or charges; (ii) special assessments for capital improvements and emergency requirements, such assessments to be established and collected in the manner hereinafter provided; and (iii) other assessments as set forth in this Declaration. The annual and special assessments, together with interest and cost of collection, including reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each such assessment is made. Each such assessment, together with interest, cost of collection, and reasonable attorney fees shall also be the personal obligation of the person who was the Owner of such Unit at the time when the assessment fell due. The personal obligation for such delinquent assessments shall not pass to his successors in title. The Association has the right to cause a claim of lien to be recorded in the Public Records of Alachua County giving notice to all persons that the Association is asserting a claim of lien upon the Unit. Said claim of lien shall state the description of the Unit, the name of the record Owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association or by a managing agent of the Association. Upon full payment of the total amount due, the party making payment shall be entitled to a recordable satisfaction of such lien. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

B. Purpose of Assessments: The assessments levied by the Association shall be used

exclusively 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, and for promoting the recreation, health, safety and welfare of the Owners of Units in St. Alban's

Wood, and, in particular, for the improvement and maintenance of properties, services and facilities devoted to the purpose and related to the use and enjoyment of the Common Property and of the Units situated within **St. Alban's Wood**, and shall include but shall not be limited to the following:

1. Payment of operating expenses of said Association, including management fee and manager's salary, if any, and legal and accounting fees;
2. Beautification of entry areas, access ways, streets, parking, and easement areas;
3. Maintenance, improvement and operation of water, sewer and drainage easements and systems not maintained by any governmental agency;
4. Management, maintenance, improvement and beautification of recreation areas and facilities, the Common Property, and all common open spaces, subject to the obligation of the Owner to maintain the landscape plants and grass immediately adjacent to his Unit by watering as needed;
5. Maintenance, repair and replacement of the paving, drainage structures, and street lighting fixtures in the Common Property. Maintenance of street lighting fixtures shall include and extend to payment for all electricity consumed in their illumination;
6. The maintenance, repair and replacement of all structural portions of an Attached Home Unit, (except interior surfaces, glass and mechanical operation of garage doors), which contribute to the support of the Attached Home Unit and the building of which it is a part, which portions shall include but not be limited to load bearing columns, load bearing walls, roofs, outside walls. The Association shall not have the responsibility for servicing any equipment for the furnishing of utility services to an individual Attached Home Unit, including but not limited to air conditioning and heating compressor facilities, plumbing and wiring, nor is the Association responsible for the maintenance, repair and replacement of any portion of a Detached Home Unit, including utility services;
7. All incidental damage caused to an Attached Home Unit by reason of the maintenance, repair and/or replacement, which is the responsibility of the Association and which is not covered by the Unit Owner's hazard insurance. Such damage shall be promptly repaired by the Association;
8. Providing police protection, night watchmen and guard services, but only when and to the extent specifically authorized by the Association;
9. Repayment of funds and interest thereon borrowed by the Association, if any;
10. Payment of premiums for both hazard and liability insurance required to be kept and maintained by the Association;
11. Payment of real and tangible personal property taxes, if any, assessed against properties, title to which is owned and held by the Association;

- 12. Doing any other thing necessary or desirable in the judgment of said Association to keep St. Alban's Wood neat and attractive or to preserve or enhance the value of the properties therein, or to eliminate fire, health or safety hazards, or, which in the judgment of said Association, may be of general benefit to the Owners or occupants of Units included in the Property; and
- 13. 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. The stormwater system shall be operated and maintained in accordance with the St. Alban's Wood Phase I Stormwater Management Plan, which is Appendix D to the Stormwater Operation and Maintenance Plan for St. Alban's Wood Phase I, which is on file with the Alachua County Public Works Office, and is incorporated herein by reference. A minimum of Two Thousand Five Hundred (\$2,500.00) Dollars per year shall be budgeted for inspection and maintenance of the stormwater facilities.

C. **Rights of Alachua County:** The Declarant hereby acknowledges and declares that the Property has been zoned by the City of Alachua, Alachua County, Florida, to allow for the development of attached single family residential units. In accordance with said zoning, the Declarant hereby agrees, and each subsequent Owner of a Unit in the Property by acceptance of his deed likewise agrees, that the City of Alachua shall have the right, if it so chooses, but not the obligation, to enter in and upon all of the Common Property and thereby perform such necessary maintenance on all of such Common Property to reasonably keep and maintain such Common Property in a proper manner upon request of the Association to do so under its obligations set forth in Article XII, paragraph A. In such event, each Owner shall be responsible for an equal share of any costs incurred by the City of Alachua. The costs incurred by the City of Alachua shall constitute a lien on all of the Common Property, enforceable as other public improvement liens, and shall bear interest at the applicable rate of interest until paid.

D. **Annual Assessments:** The Board of Directors of the Association shall approve annual budgets in advance for each fiscal year. Failure of the Board to include any item in the annual budget shall not preclude the Board from levying an additional assessment in any fiscal year for which the budget has been projected. Likewise, notwithstanding any provision herein to the contrary, the Board may increase the amount of levy during a fiscal year after the budget has been adopted and the

assessment has 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. The annual assessment shall include sums estimated by the Board to be sufficient to pay all expenses and obligations of the Association and shall include an annual allocation to be set aside in a reserve replacement account. **The Board shall maintain a separate reserve replacement account for each Attached Home Unit and the annual allocation to that account shall be on an equal basis for each Unit. The funds held in the reserve replacement account shall be used by the Association to pay for capital replacements to Attached Home Units as required. Repairs or replacements required because of abuse or negligence by the Unit Owner (as apposed to repairs or replacements required by normal wear and depreciation) shall not be paid for from the Unit Owner's reserve account, but shall be paid to the Association by the Unit Owner as special assessments for such work. No Owner shall have any interest claim or right to any of the funds held by the Association in the reserve replacement accounts.**

E. Special Assessments for Capital Improvements (Common Property): In addition to the annual assessments authorized by paragraph D hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, to defray, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Property, including the necessary fixtures and personal property related thereto. Provided, however, that no such special assessment shall be levied when the amount thereof shall exceed the current regular annual assessment, unless prior written consent is received from a majority of all Members voting at a duly called meeting of the Association. The due date for payment of all special assessments shall be fixed in the resolution authorizing such assessment.

F. Special Assessments for Maintenance and Capital Improvements (Attached Home Units): In addition to all other assessments authorized pursuant to this Article VIII, the Association may levy in any assessment year a special assessment applicable to a specific Unit whose reserve replacement account, as herein defined, is inadequate to pay for replacements of capital improvements to said Unit.

G. Rate of Assessment; Commencement: All Units shall be assessed equally. Upon the submission of additional parcels of land, if any, that become a part of St. Alban's Wood and subject to this Declaration, all Unit Owners of such lands shall be similarly assessed.

The obligation for payment of assessments for each Attached Home Unit shall begin at the time a certificate of occupancy is issued for such Attached Home Unit by the appropriate governmental authority and shall be prorated on an accrual basis between successive Owners.

All assessments shall be based upon a calendar year budget adopted by the Association Board of Directors as herein provided. The first annual assessment as to any Unit shall be adjusted according to the number of months remaining in the calendar year. The due dates shall be established by the Board of Directors and can be made payable monthly. Notwithstanding any provision herein to the contrary, Declarant, for any Unit of which it is the Owner, shall not be liable for assessments if it shall provide the funds for any deficit in operating expenses of the Association. In their sole discretion, Declarant may at any time commence paying assessments as to Units owned by it and thereby automatically terminate their obligation for any deficit in the operating expenses of the Association.

H. **Notice of Assessment:** After adoption of a budget and determination of the annual assessment per Unit, or after adoption of any Special Assessment, the Association shall assess such sum by promptly notifying all Owners of Units by delivering or mailing notice thereof to the Member representing each Unit Owner at such Member's most recent address as shown on the books and records of the Association. The due dates for payment of any assessment shall be established by the Board of Directors.

I. **Delinquent Assessments:** If the annual assessment is being paid annually and is not paid on or before thirty (30) days after the date when due, or if any Special Assessment is not paid on or before thirty (30) days after the date of notice of the Special Assessment, then such assessment shall become delinquent and shall, together with interest thereon at the highest rate allowed by law and costs of collection thereof, including reasonable attorney fees, thereupon become a continuing lien on the Unit as provided in paragraph A hereof. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation for the statutory period, notwithstanding that title to the Unit may be transferred to another with the lien still remaining thereon.

If the annual assessment is being paid in monthly installments and a monthly installment is not paid within fifteen (15) days after the date when due, the Association shall have the right at any time thereafter to accelerate and declare the entire balance of the annual assessment for

that year immediately due and payable, and the 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 Unit in the manner and method provided in paragraph A hereof. 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 it is in the best interests of the Association. There shall be no offset against assessments for failure or delays in providing services.

J. **Certificate of Payment:** The Association shall, upon demand, at any time and for a reasonable charge, furnish to the Owner liable for any assessment a certificate in writing, signed by an officer of the Association, setting forth whether such assessment has been paid, and if not, the amount thereof. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. Prior to delivering such certificate, the Association shall have the right to demand and receive a written acknowledgment signed by a prospective purchaser of a Unit stating that he has received copies of this Declaration, the Articles of Incorporation, the Bylaws, and the rules and regulations and agrees to be bound thereby. The Association shall make available, for a reasonable charge, copies of this Declaration, Articles of Incorporation, Bylaws, and rules and regulations to prospective Tenants and purchasers.

ARTICLE IX

MAINTENANCE ENFORCEMENT

A. **Non-compliance by Owners:** In the event the Owner of a Unit fails to maintain it as required herein or makes any structural addition or alteration without the required written consent, the Association or an Owner with an interest in any Unit shall have the right to proceed in a court of equity to seek compliance with the provisions hereof. The Association shall have the right to levy at any time a special assessment against the Owner of a Unit and the Unit itself for the necessary sums to put the improvements within the Unit in good condition and repair, including undertaking maintenance that is the responsibility of the Unit Owner, or to remove any unauthorized structural addition or alteration. In the event the assessment is not paid within sixty (60) days from the date payment is requested, the Association may proceed to place a lien against the Unit in the same manner as provided in Article VIII hereof. The Association shall have the right to have its employees and

agents enter the Unit at all reasonable times without a trespass to do such work as deemed necessary by the Board of Directors in order to enforce compliance with the provisions hereof. In addition, the Association is authorized to use an Owner's water to water the grass and landscaping immediately adjacent to his Unit if the Owner has failed to do so, or to use Owner's water and electrical service for building and improvement maintenance when deemed necessary. The Association shall incur no cost in doing so and may assess such Owner for costs incurred by the Association.

B. Non-compliance by Association: In the event the Association fails to maintain the Common Property or any Unit in accordance with its obligations hereunder, any Owner of any interest in a Unit or holder of a first mortgage on a Unit shall have the right to seek specific performance in a court of equity to compel the Association to do so. In the event of emergency repairs that are the responsibility of the Association, the Owner of an interest in any Unit may give the Association twenty-four (24) hours notice to repair same, and if it is not done, said Owner may proceed to contract in his own name to make such repairs, and the Association shall be obligated to reimburse said Owner for the reasonable value of the repairs which are necessary and for which the Association has financial responsibility. For purposes of this provision, "emergency repairs" shall mean repairs that are otherwise the responsibility of the Association and that are required to fix breaches in the building envelope that cause exposure of the interior of a Unit to the elements of the weather.

C. Contracts for Maintenance: The Board of Directors of the Association may enter into a contract with any firm, person or corporation for the maintenance and repair of the Common Property and the Units in order to fulfill and complete its obligations and duties hereunder. In so doing, however, it shall not be relieved of such obligation.

ARTICLE X

PARTY WALLS AND EXTERIORS

Common Walls and Roofs of Attached Home Units:

- A. The Attached Home Units comprising each building are residential Units with common walls, known as "party walls", between each Unit that adjoins another Unit. The centerline of a party wall is the common boundary of the adjoining Unit.
- B. Each common wall in a Unit shall be a party wall, and any party to said wall, his heirs, successors and assigns, shall have the right to use same jointly with the other party to said wall as herein set forth. The term "use" shall and does

include normal interior usage such as paneling, plastering, decoration, erection of tangent walls and shelving; but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original party wall.

C. The entire roof on the building, any and all roof structure support, and any and all appurtenances to such structures, including without limitation, the roof covering, roof trim, and roof drainage fixtures, shall be collectively referred to as "common roofing"

D. If a Unit is damaged through an Act of God or other casualty, the affected Unit Owner shall promptly have his Unit repaired and rebuilt substantially in accordance with the architectural plans and specifications of the building. The Association shall have the right to specially assess all of the Unit Owners if insurance proceeds are insufficient to repair or rebuild the affected Units in accordance with this subparagraph. The assessment and collection of any special assessment authorized pursuant to this subparagraph shall be made in accordance with the assessment powers and lien rights of the Association for Association expenses.

In the event such damage or destruction of a party wall or common roof is caused solely by the neglect or willful misconduct of a Unit Owner, any expenses incidental to the repair or reconstruction of such wall or common roof shall be borne solely by such wrongdoer. If the Attached Home Unit Owner refuses or fails to pay the cost of such repair or reconstruction, the Association shall have the right to complete such repair and reconstruction substantially in accordance with the original plans and specifications of the affected building, and the Association shall thereafter have the right to specially assess said Unit Owner for the costs of such repair and reconstruction. The assessment and collection of such assessment authorized pursuant to this subparagraph shall be made in accordance with the assessment powers and lien rights of the Association for Association expenses.

E. The costs of maintaining each side of a party wall shall be borne by the Unit Owner using said side, except as otherwise provided herein.

F. No Owner shall authorize the painting, refurbishing or modification of the exterior surfaces of his Unit or of the building. Normal maintenance of the exterior surfaces, such as pressure cleaning, repainting and refinishing, shall be done uniformly at the same time for the entire building by the Association and as an Association expense. Normal maintenance of the common roof, such as cleaning, refinishing or re-covering, shall be done uniformly at the same time for the entire common roof by the Association and as an Association expense.

Each party wall shall be subject to an easement of support for adjoining Units subject to payment of costs as provided above and shall be subject to an easement for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to adjoining Units.

ARTICLE XI

ARCHITECTURAL CONTROL

A. **Improvements and Alterations:** Except for purposes of proper maintenance and repairs, or as otherwise provided in this Declaration, no building, fence, wall, mailbox or other improvement or structure shall be commenced, erected, placed, moved or maintained upon the Property or any Unit, nor shall any addition to or change or alteration to the exterior thereof be made unless approved in writing by the Architectural Control Committee as to harmony of external design, color, materials and location in relation to surrounding structures and topography, and conformity with the Architectural Code for **St. Alban's Wood**. Additionally, any construction or development within **St. Alban's Wood** must also comply with the City of Alachua, Alachua County, Florida, development ordinances and with the development regulations approved by the City of Alachua for the development of **St. Alban's Wood**.

B. **Architectural Control Committee:** The Architectural Control Committee shall initially have three (3) Members, who shall be designated by the Declarant. The Committee Members shall continue to be designated by Declarant until such time as the Declarant retains title to no Unit or voluntarily relinquishes control, whichever shall first occur. The Committee may designate one (1) of its Members to act as representative for the Committee. The Architectural Control Committee shall have thirty (30) days after receiving appropriate plans and specifications to approve or disapprove same, and a failure to render a finding within that time period shall result in an exemption for said plans and specifications, and this covenant shall be deemed to have been fully complied with. In the event a Unit or other improvement has been erected or its construction substantially advanced in violation of the terms of this covenant, the Association shall have the right to redress in a court of competent jurisdiction, including the right of injunction and/or damages incurred by the Association to correct the violation, and the Owner shall be responsible for all court costs and attorney fees incurred by the Association in such action. In the event a violation occurs which, in the opinion of the Committee, is of a minor or insubstantial nature, it may release the Unit or portions thereof from the application of the covenants and restrictions set forth herein, but such a finding must be agreed to by a majority of the Members of the Architectural Control Committee.

C. **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, guidelines and/or establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary or appropriate.

D. **Initial Construction:** The initial construction of all structures and other improvements on the Property shall conform to a plan of general architectural uniformity as specified in the Architectural Code for St. Alban's Wood.

E. **Right of Entry to Inspect:** The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Unit 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 with regard to such Unit; 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 XII

OBLIGATIONS OF COMMUNITY ASSOCIATION AND OWNERS; RESTRICTIVE COVENANTS

A. **Obligations of Association:** The Association shall have the power and authority to and shall promptly perform all of the matters set forth in Article VIII, paragraph B, all of which shall become duties and obligations of the Association.

B. **Obligations of Owners:** Every Owner of an interest in a Unit shall (in addition to other obligations and duties set out herein):

1. **Assessments:** Promptly pay all assessments levied by the Association;
2. **Maintenance of Attached Home Unit:** Maintain in good condition and repair his Unit (including glass, driveways, party walls and all windows, doors and associated hardware of Attached Home Units), all interior surfaces within or surrounding his Unit (such as the surfaces of the walls, ceilings, windows and floors), maintain and repair the fixtures therein, keep clean all exterior glass surfaces and pay for any utilities which are separately metered to his Unit. Said Unit shall be maintained in accordance with this Declaration and exhibits hereto, except for changes or alterations approved in writing by the Association;
3. **Landscaping:** Unit Owners shall water the plants and grass immediately in front, side and to the rear of their Unit. Owners shall keep their yards clear so that the Association and its agents can perform regular maintenance without hindrance or inconvenience.

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4. **Alterations:** Not make or cause to be made any structural addition or alteration to his Unit or to the Common Property without prior written consent of the Architectural Control Committee;
5. **Nuisances:** Not permit or suffer anything to be done or kept in his Unit which will increase the insurance rates on his Unit or the Common Property or which will obstruct or 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 in his Unit or in or on the Common Property;
6. **Rules and Regulations:** Conform to and abide by the Bylaws and uniform rules and regulations in regard to the use of Units and the Common Property which may be adopted in writing from time to time by the Board of Directors of the Association, and see that all persons using the Owner's property by, through or under him do likewise;
7. **Inspection by Association:** Allow the Board of Directors or the agents and employees of the Association to enter any Attached Unit for the purpose of maintenance, inspection, repair or replacement of the improvements within the Attached Unit or the Common Property, allow the Board of Directors or the agents and employees of the Association to enter any Unit in the case of an emergency threatening Units or the Common Property, and for the purpose of determining compliance with these Covenants and Restrictions and the Bylaws of the Association;
8. **Plumbing, Etc.:** Pay for all plumbing and electrical repairs within his Unit and for the maintenance, repair and replacement of any air conditioning and heating compressor facility, and any other facility for the furnishing of the utility services, presently or hereafter installed outside of any Unit, and which is intended only for the purpose of furnishing such utility service to an individual Unit, including the hookup from the Unit to the main water and sewer lines;
9. **Waterbeds, Etc.:** Not permit or suffer anything to be done or kept in his Unit which will cause structural stress or danger to his Unit or any other Unit. Waterbeds are allowed, but any damage caused to any Unit or Common Property by virtue of the existence of a waterbed shall be the sole responsibility of the Owner in whose Unit the waterbed was located;
10. **Utility Apparatus:** Each Owner of an Attached Home Unit shall permit the provider of any public or quasi-public utilities to locate meters, junction boxes, control panels or other similar external apparatus on the exterior wall of a Unit for the benefit of other Attached Home Units whenever it is deemed desirable or necessary by such provider; provided, however, that such external apparatus shall not be located on the front of any Unit;
11. **Lamp:** Each Owner is responsible for the maintenance and repair of the exterior lamp post(s) that is wired to his Unit, which maintenance and repair shall include keeping said lamp operational with a 75-watt bulb and an electric eye;
12. **Garage Door:** Each Owner is responsible for the mechanical maintenance and operation of the garage door on his Unit. The Association is responsible for the outside painting of all garage doors of Attached Home Units; and

- 13. Turkey Creek Owners Association, Inc.: To be subject to and to conform to and abide by all of the covenants, restrictions, rules, and regulations of the Turkey Creek Owners Association, Inc., and in particular the Master Declaration for Turkey Creek as recorded in Official Records Book 1443, Page 712 of the Public Records of Alachua County, Florida, which Master Declaration is incorporated into this Declaration and is by reference made a part hereof.

C. **ENTRY INTO ADJACENT UNITS:** Whenever it is necessary to enter any Attached Home Unit for the purpose of performing any maintenance, alteration or repair to any portion of another Attached Home Unit (i.e. to repair or replace electrical wiring, plumbing or air conditioning refrigeration lines running beneath the floor or within the walls of attached Units), the Owner of each Attached Home Unit shall permit other Owners or their representatives, or the duly constituted authorized agents of the Association, to enter such Attached Home Unit for such purposes, provided that such entry shall be made only at reasonable times and with reasonable advance notice. The Owner of any Attached Home Unit for whose benefit such other Unit is entered shall be responsible and liable to the Owner of such entered Attached Home Unit to leave the Unit in the same condition it was in prior to such entry.

D. **LEASING AND SALE OF UNITS:** Owners are bound and obligated to abide by this Declaration, including maintenance of their Unit, landscaping and grass, whether they are residing in their Unit or leasing such Unit to a third party. Units must be leased under a written agreement. Prior to leasing their Unit, an Owner must provide each of the Tenants with a copy of this Declaration and obtain a signed statement from each Tenant that they have read and agree to be bound by the terms and conditions of this Declaration and any published rules and regulations established by the Board of Directors of the Association. The Owner shall deliver said signed statement to the Association along with the names of all parties who will occupy the Unit, the type and number of pets, and all license tag numbers of all motor vehicles to be kept at the Unit. The Owner shall be responsible for all acts of his Tenants in violation of this Declaration, and shall be subject to the fining and other enforcement procedures set forth herein for such acts.

E. **RESTRICTIVE COVENANTS:** The use of all Units and Common Property in the Property shall at all times conform to the following Restrictive Covenants:

- 1. **Residential Use:** All Units shall be used for private, single family residential purposes only, and no trade or business of any kind may be carried on. Lease or rental of a Unit shall not be a violation of this covenant. The foregoing shall not prohibit the Declarant from using Units as models or offices;

2. **Rights of Declarant:** The Declarant shall have the right to maintain upon any portion of the Property (including, without limitation, Common Property) sales, administrative, construction or other offices, signs and other promotional equipment and apparatus without charge. Appropriate easements of access and use are expressly reserved to the Declarant, their successors, assigns, contractors, employees and invitees for this purpose;
3. **Indemnity for Damage:** Nothing shall be done on or kept in any Unit or on the Common Property, or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to or waste of the Common Property, or any part thereof, or of the exterior of any Unit shall be committed by any Owner, Tenant or any invitee of an Owner or Tenant, and each such Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him, his Tenant or his invitees to the Association, the Common Property or the other Owners. The Association has the right to assess an Owner for any such damage and to enforce collection in the same manner as provided in Article VIII of this Declaration;
4. **Noxious Activities:** Except for the activities of the Declarant during original construction or except with the prior written approval of the Association, no noxious or offensive trade or activity shall be carried on, upon or within any Unit, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood;
5. **Signs:** No signs of any kind shall be displayed to the public view on any lot without the prior written consent of the Association, except customary name and address signs approved by the Architectural Control Committee. Notwithstanding the foregoing, when any Unit is for sale or rent, the Owner thereof shall be permitted to advertise same by erecting one (1) "For Sale" or "For Rent" sign, the face of which shall not exceed four (4) square feet, and such sign shall be placed within four (4) feet of the outside walls of any Unit;
6. **Resident Parking:**
Single Car Garage Units: Two (2) parking spaces shall be assigned to each Unit having a single car garage;
Double Car Garage Units: A maximum of four (4) parking spaces shall be assigned to each Unit having a double car garage;
7. **Guest Parking:** Parking shall be available to Guests in the common parking areas. At no time shall Guests park in or block access to driveways, nor shall parking on sidewalks, lawns, yards, green spaces or wetlands be permitted;
8. **Trailers, Boats, Etc.:** No travel trailers, mobile homes, campers, utility trailers, buses, motor homes, boats, commercial vehicles or the like shall be parked on Common Property at any time;
9. **Repairs or Restoration:** No repairs or restoration of any automobile, motor vehicle, boat, camper, trailer or other vehicle shall be permitted on Common Property except for emergency repairs thereto and then

only to the extent necessary to enable removal of such vehicle to a proper repair facility;

10. **Television and Radio Antennas:** Unless approved in writing by the Association, no masts, towers, poles, radio or television antennas, or satellite dishes shall be erected, constructed or maintained on or in any Unit in such a manner as to be visible from the street or other Units;
11. **Fences:** No fence shall be erected without the prior approval of the Architectural Control Committee;
12. **Screened Porches:** Screened porches may be added to any Attached Home Unit provided that they are constructed on the existing slabs poured by the builder of the Unit and that they are in accordance with the Architectural Code and approved by the Architectural Control Committee.
13. **Trash and Garbage:** Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection and shall be stored inside the garage of each Unit. Containers shall be moved to the street on the morning of trash collection and returned to the garage of the Unit that same evening. The address of the Unit shall be permanently affixed on or to the can and the lid in a manner prescribed by the Association. The Association may cause trash receptacles to be placed on Common Property when it deems such to be in the best interests of St. Alban's Wood. All Owners shall use uniform trash containers to be selected by the Architectural Control Committee, or as provided by the municipal trash collection service, whichever is applicable;
14. **Animals:** No animals, livestock or poultry of any kind shall be raised, bred, or kept within any Unit or upon the Common Property, except that dogs, cats or other common household pets may be kept in each Attached Unit subject to rules and regulations adopted by the Association and provided that such animals are not kept, bred or maintained for any commercial purpose. Pets shall be registered, licensed and inoculated as may from time to time be required by law. Animal excrement shall be disposed of in a sanitary manner by the Owner of such animal, which disposal shall not include burying or concealment on the Property or the Common Property. Under no circumstances shall any pet be allowed in the wetlands areas. Unit Owners shall be responsible for all violations of this rule by Guests and lessees of their Unit and such Owners shall be subject to such fines or penalties as the Association shall impose for each violation. All Owners shall indemnify the Association and hold it harmless against any loss or damage, and liability of any kind or character whatsoever arising from or growing out of having any animal. No animal shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners;
15. **Mailboxes:** Mailboxes shall be placed only in areas designated for that purpose, and shall be of uniform design compatible with the Units and approved by the Architectural Control Committee. No newspaper tubes or other non-uniform receptacles shall be permitted without the express consent of the Architectural Control Committee.
16. **Garages:** In order to maintain a harmonious and aesthetic appearance, the garage doors affixed to each Attached Unit shall remain closed except when in actual use to allow ingress and egress into the garage.

Garage door openings may not have screen door enclosures. Garages shall not be used for a living area or storage area in such a manner that the garage cannot be used for the parking of a full-sized car(s), or in such a manner as to prevent compliance with the Resident Parking provisions;

17. Clothes Drying Areas: No clothing, laundry or wash shall be aired or dried on any portion of an Attached Unit exposed to view from any other Unit or from any portion of the Common Property;
18. Window Coverings and Reflective Materials: No Unit shall have any aluminum or reflective foil or other material placed in any window or glass door or any reflective substance placed on any glass. No tinted glass shall be permitted without approval of the Architectural Control Committee. All interior window coverings, including draperies, shades, and blinds, which face a street shall have an off-white backing or lining for the purpose of providing a harmonious and uniform appearance from the outside of the Unit;
19. Miscellaneous: No advertising shall be permitted on any vehicle exposed to view of other Unit Owners in St. Alban's Wood except for service vehicles temporarily parked while providing service to any Unit. No tools, exercise equipment, bicycles, motorcycles, machinery or other items may be stored outside of any Unit or on decks, patios or driveways;
20. Solar Collectors: No solar collector shall be installed or maintained on the exterior of any Unit that would be visible from any street abutting the Unit, unless otherwise approved by the Architectural Control Committee;
21. Firewood: Firewood shall not be stacked within twelve (12) inches of the side or rear of any Unit. No firewood shall be stored outside of a Unit between April 30 and September 1 of each year. Owners shall be responsible for all damage caused by firewood storage, including replacement of grass and landscaping and termite damage;
22. Speed Limit: The speed limit in St. Alban's Wood is twenty-five (25) miles per hour. The Association shall have the right to fine an Owner for violation of this restriction by an Owner, his Tenant or members of the Owner's family;
23. Decorative Exterior Trim: No Owner or Tenant of an Owner shall install shutters, awnings, screen doors or other decorative exterior trim without approval by the Architectural Control Committee; except small exterior decorations such as address plates and name plates may be installed;
24. Landscaping: No owner of an Attached Unit shall plant or allow to be planted any plants in the yard area of his Unit that detract from the visual harmony of the Property or interfere with Association maintenance of the yards and grounds. American flags may be displayed on national holidays, when attached to a Unit; and
25. Lighting: All exterior lighting on any Unit shall be approved by the Architectural Control Committee and shall conform to exterior lighting standards developed by the Architectural Control Committee. It is the intent of this provision that the standards for permitted

exterior lighting shall be designed to prevent exterior lighting from being a nuisance to other Unit Owners in St. Alban's Wood.

ARTICLE XIII

ADDITIONAL ENFORCEMENT PROVISIONS

A. **Compliance by Owners:** Every Owner and Tenant shall comply with the Covenants and Restrictions set forth herein and any and all reasonable rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

B. **Procedure:** Any Owner who wishes to report a violation of these restrictions or of the rules and regulations shall do so in writing to the Board of Directors. The Board of Directors shall investigate the complaint, and if it is determined to be well founded, shall write a letter to the offending Unit Owner and such letter shall set forth the infraction and a time period within which such Owner shall bring himself into compliance with these restrictions and/or the rules and regulations. In the event the Owner does not bring himself into compliance by the date set forth in the Board's letter, the Board may take any of the enforcement actions set forth below.

C. **Enforcement:** Failure of an Owner or Tenant to comply with such Covenants and Restrictions or rules and regulations shall be grounds for action by any Owner or the Association which may include, without limitation, any action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to the rights of the Association to enforce the provisions of this Declaration, the Suwannee River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System. The Association shall have the right to suspend the voting rights and the use of Common Property by the Owner and/or Tenant until the Owner or Tenant shall be in compliance with the Covenants and Restrictions and the rules and regulations.

D. **Fines:** In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, Guests, invitees, Tenants or employees to comply with any covenant, restriction, rule or regulation, provided the following procedures are followed:

1. **Notice:** The Association shall notify the Owner of the infraction or infractions. Included in the Notice shall be the date and time, not less than fourteen (14) days from the date of the Notice, of the next Board of Directors' appointed Infractions Committee meeting at which time the Owner shall present reasons why penalties should not be imposed;
2. **Hearing:** The non-compliance shall be presented to an Infractions Committee appointed by the Board of Directors made up of at least three (3) members of the Association who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee of the Association;
3. **Fines:** The Infractions Committee by majority vote may impose a fine in the nature of a special assessment against the Unit owned by the Owner if the Unit Owner has failed to comply with the determination of the Committee within fourteen (14) days from receipt of the written decision of the Committee as follows: a fine not in excess of One Hundred (\$100.00) Dollars per day for each day the non-compliance exists after the running of the fourteen (14) day cure period, but in no event shall the aggregate of said fines exceed One Thousand (\$1,000.00) Dollars.
4. **Payment of Fines:** Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties;
5. **Collection of Fines:** Fines shall be treated as special assessments and a lien subject to the provisions for the collection of assessments and enforcement of liens as set forth in Article VIII hereof;
6. **Application of Fines:** All monies received from fines shall be allocated to the reserve for replacement funds for the Association; and
7. **Non-exclusive Remedy:** These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

It is the intention of this provision to comply with Section 617.305, Florida Statutes, as from time to time amended, and to the extent of any inconsistency between this provision and said statutory provision, the provisions of the Statute shall control.

ARTICLE XIV

DESTRUCTION OF IMPROVEMENTS AND INSURANCE

A. **Ownership and Maintenance of Insurance by Association:** It is hereby declared to be reasonably desirable and necessary for the proper preservation and enforcement of the values and amenities in St. Alban's Wood to make certain that proper insurance is carried and maintained at all times as hereinafter stated. In other provisions of this Declaration, the Association is charged with the obligation and duty of maintaining, repairing and replacing the Common Property and the Attached Home Units, and it is, therefore, proper and acceptable that the Association own and

maintain insurance covering not only the improvements on the Common Property but also the Attached Home Units themselves. The Association shall, therefore, obtain extended coverage insurance and vandalism and malicious mischief insurance with a reputable insurance company authorized to do business in the State of Florida and acceptable to holders of institutional first mortgages on the Attached Home Units, insuring all the insurable improvements erected within St. Alban's Wood as allowed by Florida law, thereby including both improvements owned by the Association and all Attached Home Units which may be owned by Owners. The premium for such coverage and all other insurance deemed desirable by the Association shall be assessed against the Owners of such Attached Home Units as part of the annual assessment for each Attached Home Unit. Owners are hereby put on notice that they are responsible for insuring all portions of their Unit not covered by the insurance obtained by the Association and that it is their responsibility to ascertain the exact limits of the coverage provided by the Association. The Association shall annually make a survey and thereby determine replacement costs for insurance purposes for all then existing improvements for the ensuing year. On the basis of said survey, or if none is made, then on the basis of the preceding year's insurance coverage, increased or decreased as the case may be by inflation or deflation and other criteria, the Association shall continue to maintain the necessary fire and extended coverage and vandalism and malicious mischief insurance to assure complete replacement or repair to damaged improvements as herein set forth. The original policy of insurance shall be held by the Association, with holders of institutional first mortgages to be named in the policy as their interests may appear, and certification of such insurance shall be furnished to them.

B. Occurrence of Loss: In the event a loss occurs to any improvements within any of the Attached Home Units alone, or in the event that a loss occurs to improvements within the Attached Home Units and Common Property or to improvements within the Common Property alone, payments under the policy shall be made jointly to the Association and to the holders of institutional first mortgages on the Attached Home Units. Said proceeds shall be expended or disbursed as follows:

1. All Association officers and employees handling funds shall be bonded at least to the full extent of the insurance proceeds and other funds on hand, and all payees on the insurance check shall endorse the same over to the Association, and the Association will promptly contract for the necessary repairs to the improvements within the Common Property and within the damaged Attached Home Units; and

2. The improvements shall be completely restored and repaired. The Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis, and shall disburse the insurance proceeds and other funds in accordance with the progress payments contained in the contract between the Association and the contractor, which construction contract shall be subject to written approval of the holders of institutional first mortgages when such mortgages encumber any damaged individual Unit or Units. However, where the **St. Alban's Wood** residential community project has been abandoned, as hereinafter provided, the insurance proceeds shall be disbursed by the Association to the Owners of the affected Attached Home Units and all mortgagees of the Units as their interests appear. Under all circumstances the Association shall have the authority to act as the agent for all Owners of Attached Home Units for the purpose of compromising or settling insurance claims for damage to improvements within the Attached Home Units, the Attached Home Units themselves or the Common Property. In the event the cost of replacement, repair or rebuilding of improvements on the Common Property (i) exceeds the insurance proceeds available therefor, or (ii) no insurance proceeds are available therefor, the deficiency or full cost thereof may be assessed to all Unit Owners.

C. **Liability Insurance:** The Association shall also obtain full and complete public liability insurance covering all of the Common Property and insuring the Association and all of the Owners as its and their interests may appear in the minimum amounts of One Million (\$1,000,000.00) Dollars for injury to one (1) person, One Million (\$1,000,000.00) Dollars for injury to all persons arising out of a single incident, and One Hundred Thousand (\$100,000.00) Dollars for property damage.

ARTICLE XV

TERMINATION OF ST. ALBAN'S WOOD RESIDENTIAL COMMUNITY PROJECT

A. **Termination and Abandonment Due to Loss or Consent of Members:** At any time when there has been total loss of the Units and the improvements on the Common Property, and the Members by majority vote to abandon the community project, said project shall be abandoned. Additionally, at any time upon the written unanimous consent of all Members and all holder of first mortgage liens on any Units, the community project may be abandoned for any reason whatsoever, whether or not any destruction to property has occurred, provided that the Property that is surveyed Common Property is conveyed to and accepted by City of Alachua authorities or another appropriate public agency.

B. **Evidence of Termination and Abandonment:** As evidence of the Members' resolution to abandon, passed by the required vote or written consent of the Members, the president

and secretary of the Association shall effect and place in the Public Records of Alachua County, Florida, an affidavit stating that such resolution was properly passed or approved by the Members and shall also record the written consent to such abandonment, if any, of the holders of all institutional first mortgages. After such an affidavit has been recorded and the Property conveyed as set forth above, the title to the Property thereafter shall be free and clear from all of the Covenants and Restrictions, reservations, conditions and easements of every kind and sort set forth in this Declaration, and the purchaser and subsequent grantees of any of the Property shall receive title to said lands free and clear thereof. Provided, however, that the rights of the City of Alachua, Florida, under its zoning ordinances shall still apply to the Property if such zoning ordinances still apply thereto.

ARTICLE XVI

AMENDMENTS AND MODIFICATIONS

A. **Amendment:** The Covenants and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended as follows:

1. **Amendments by Declarant:** Prior to the time the Declarant has sold and conveyed the last Unit located within the Property, the Declarant reserves and shall have the sole right (i) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein and of curing any defects, omissions or any scrivener's errors; (ii) 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 the standards of the covenants and restrictions herein contained; (iii) to release any Unit from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building setback lines) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation. In addition, Declarant reserves the right to amend the recorded plat of the Property or the plats for any amended properties comprising St. Alban's Wood. Such amendments shall not materially impair or prejudice the rights or priorities of any Owner, including the Declarant, or any institutional Mortgagee.
2. **Amendments 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, which is set forth in connection with such particular item, any other provision, covenants or restrictions set forth herein may be amended in accordance with this provision. The Owners of at least sixty (60%) percent of the Units in St. Alban's Wood, which are subject to the

terms of this Declaration or any Supplementary 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 subparagraph; provided, however, that for so long as the Declarant shall own any Units 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 forty-five (45) of the Units. 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 majority 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. For purposes of this provision a "quorum" shall mean Unit Owners, including the Declarant, who own at least fifty (50%) percent of the Units comprising St. Alban's Wood.

Any amendment to this Declaration which alters 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 Property, must have the prior approval of the Suwannee River Water Management District. All amendments to this Declaration shall be recorded in the Public Records of Alachua County, Florida.

B. Annexation:

1. Additional residential property and Common Property, other than that described in subparagraph 2. below, may be annexed to the Property with the consent of two-thirds (2/3) of each class of Members; and
2. Additional land adjacent and contiguous to the Property may be annexed by the Declarant without the consent of Members so long as Declarant is a Class B Member of the Association. Upon annexation of such additional land, the Owners of developed Units within the land so annexed for all intents and purposes shall be deemed to be Members of the Association in accordance with the provisions of this Declaration. The Owners of the Units shall be subject to the Association rules, regulations and Bylaws in the same manner and with the same effect of the original Unit Owners. When land is annexed, the Declarant shall file a Supplementary Declaration among the Public Records of Alachua County, Florida, which Supplementary Declaration shall reference this Declaration and shall contain the legal description of the land annexed. Notwithstanding any other provision of this Declaration to the contrary, the Supplementary Declaration adding such annexed lands shall not be required to be executed by any existing Owners other than Declarant.

C. **Right of Association to Merge:** The Association retains the right to merge with any other homeowners' association. This right shall be exercised by recordation of an Amendment to this Declaration recorded among the Public Records of Alachua County, which Amendment shall set forth a legal description of the Property to which this Declaration, as amended shall apply. The Amendment shall further have attached to it a resolution of the Association and the homeowners' association with which a merger is to take place, and such resolution shall be certified by the corporate Secretary thereof and shall state that:

1. A meeting of the homeowners' association was held in accordance with its Bylaws; and
2. A two-thirds (2/3) vote of all classes of Members approved the merger.

The foregoing certificates when attached to the Amendment shall be deemed sufficient to establish that the appropriate procedure was followed in connection with the merger.

ARTICLE XVII
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 (i) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such Covenants or Restrictions, or (ii) to maintain a proceeding in a 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 hereafter provided by law. The failure of the Declarant, their 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, or as to any other 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 Owner/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 fees, and the Declarant or Association shall be entitled to place a lien upon the Property owned by such Owner/Member and enforce said

lien, all as provided in Article VIII hereof to secure payment of such sums, if the Owner/Member fails to pay such costs and expenses within thirty (30) days from the entry of the judgment or injunction.

ARTICLE XVIII

SPECIAL TAXING DISTRICT

No agency of government will be requested to assume maintenance of the Common Property; 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, and, if unpaid, shall become liens on individual lots subject to enforcement as provided in Article VIII of this Declaration.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

A. **Limited Common Property:** There may be Limited Common Property appurtenant to some of the Attached Home Units, such as; but not limited to, patios, hot tubs, pools, balconies, decks, driveways and porches, heating and air conditioning equipment, and attached or detached storage areas, all of which have been constructed by the Declarant or the Declarant's designated contractor before conveyance of the Unit to which they are appurtenant has been made. This Limited Common Property is reserved for the use of the Units appurtenant thereto to the exclusion of other Units, and there shall pass with an Attached Home Unit as appurtenant thereto, the exclusive right to use such Limited Common Property. Expenses of maintenance and repair of such Limited Common Property shall be borne by the Owner of the Unit to which it is appurtenant, and the Owner will indemnify the Association against any loss or damage associated with the Unit Owner's use of the Limited Common Property adjacent to his Unit. Further, the Owner shall provide proof of public liability insurance with limits acceptable to the Association reflecting the Association as an additional insured party.

B. **Additional Covenants and Restrictions:** No Unit Owner, other than the Declarant, without the prior written approval of the Declarant or of the Association, once the turnover to it has occurred, may impose any additional Covenants and Restrictions upon any Unit.

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C. **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.

D. **Section Headings:** The section headings contained in this Declaration are for reference purposes only and shall not in anyway affect the meaning, content or interpretation hereof.

E. **Construction and Interpretation:** The provisions of this Declaration shall be liberally construed to effectuate its purpose and intent of creating a planned residential 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:

DECLARANT:

Charles L. Holden, Jr.
Charles L. Holden, Jr.
Printed name of witness signing above

J. S. MacDougall
J. S. MacDOUGALL

Carlene Cross
Carlene Cross
Printed name of witness signing above

C. R. MacDougall
C. R. MacDOUGALL

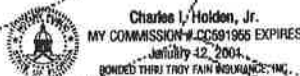
STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing Declaration of Restrictions and Maintenance Covenants for St. Alban's Wood was acknowledged before me this 27th day of June, 2000, by J. S. MacDOUGALL and C. R. MacDOUGALL, who are personally known to me; or have produced:
(If not personally known, check applicable box)

- Driver's License issued within five (5) years from date; or
- Other: _____ as identification.

Charles L. Holden, Jr.
Notary Public
Charles L. Holden, Jr.
Printed name of Notary signing above
Name, Commission Number, and Expiration Date together with Seal below:

CIH ST. ALBAN'S WOOD Declaration of Restrictions and Maintenance covenants



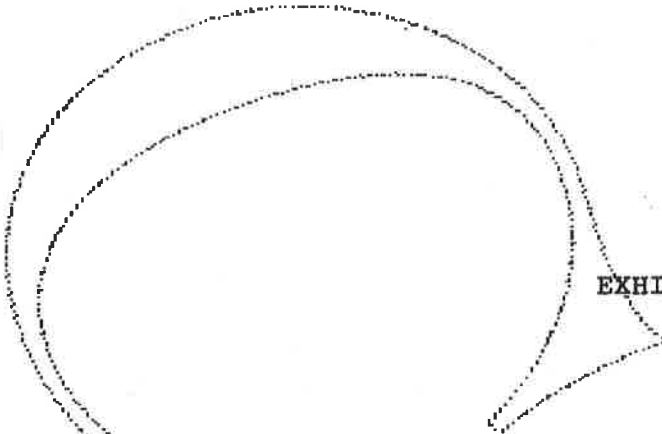
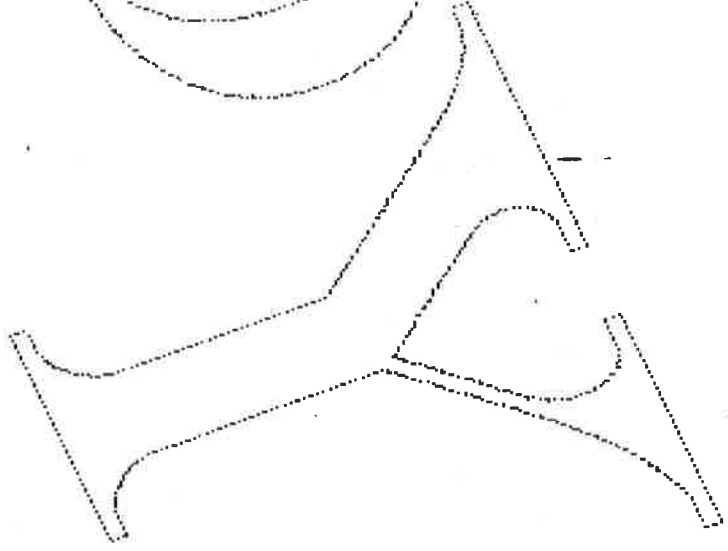
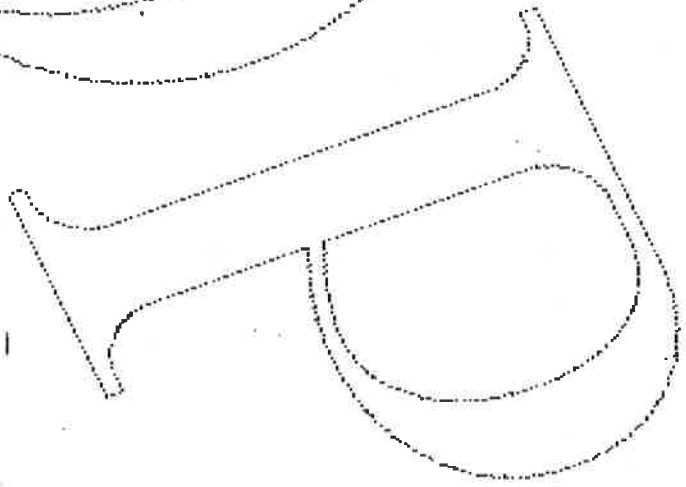
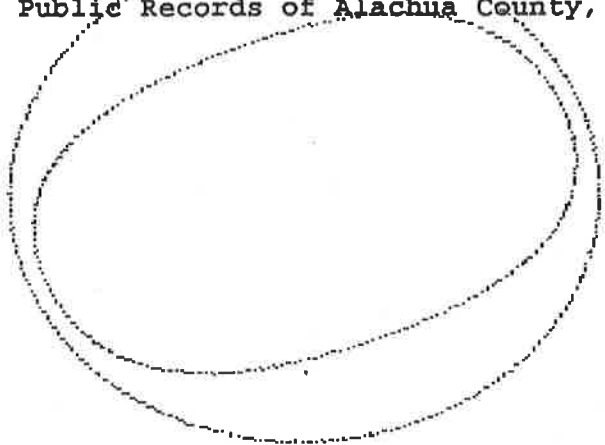


EXHIBIT "A"

Lots One (1), Two (2), Three (3), Four (4) and Five (5), Block 13, TURKEY CREEK UNIT NO. 6, a Planned Unit Development, according to plat thereof recorded in Plat Book "K", page 95 of the Public Records of Alachua County, Florida.



2009 MAY 30 AM 10:47

EXHIBIT "B"

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

ST. ALBAN'S WOOD OWNERS ASSOCIATION, INC.

(a Corporation Not for Profit)

By these Articles of Incorporation the undersigned subscribers form a corporation not for profit in accordance with Chapter 617, Florida Statutes, and pursuant to the following provisions (these "Articles"):

**ARTICLE I
NAME**

The name of this corporation shall be St. Alban's Wood Owners Association, Inc. For convenience, the corporation shall be referred to in this instrument as the "Association."

**ARTICLE II
DURATION**

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

**ARTICLE III
DEFINITIONS**

The following words shall have the definitions set forth below for the purposes of these Articles:

3.1 "Association" shall mean and refer to St. Alban's Wood Owners Association, Inc., a Florida corporation not for profit, or its successors or assigns.

3.2 "Bylaws" shall mean the Bylaws adopted by the Board of Directors and as amended from time to time.

3.3 "Common Property" shall mean and refer to all real property and any improvements located thereon, all easements, and all personal property, from time to time owned by, controlled by, or intended to be devoted to the use and enjoyment of all Members of the Association and maintained by the Association at common expense. The Association shall also have ownership rights to the recreational easements, drainage easements, and ingress, egress, and public utilities easements, if any, as depicted on the plat of St. Alban's Wood or as may from time to time be granted, assigned, or transferred to the Association. All Common Property is to be devoted to and intended for the common use and enjoyment of the Members of the Association, their families, guests, persons occupying Units on a guest or tenant basis, and to the extent designated on recorded plats or authorized by the Board of Directors of the Association.

3.4 The "Declarant" shall mean and refer to J. S. MacDougall and C. R. MacDougall and their successors and assigns, except that such successors and assigns shall not have any rights or obligations of the Declarant under the Declaration unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law.

3.5 "Declaration" shall mean the Declaration of Restrictions and Maintenance Covenants for St. Alban's Wood as recorded in the Public Records of Alachua County, Florida, for St. Alban's Wood.

3.6 "Unit" shall mean and refer to any lot depicted on the plat of St. Alban's Wood, together with the attached dwelling unit, erected thereon, excluding Common Property.

3.7 The "Property" shall mean and refer to the real property described in **Exhibit "A"** of the Declaration.

3.8 "Owner" shall mean and include the record fee simple title holder, whether one or more persons or entities, of a Unit, including the Declarant.

3.9 "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article VII of these Articles.

ARTICLE IV

PRINCIPAL OFFICE

The principal office of the Association in the State of Florida is located at **215 South Main Street, Alachua, Florida 32615**. The Board of Directors may from time to time move the principal office to any other address in the State of Florida.

ARTICLE V

REGISTERED OFFICE AND AGENT

C. R. MacDougall, whose address is **215 South Main Street, Alachua, Florida 32615**, is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

ARTICLE VI

PURPOSE AND POWERS OF THE ASSOCIATION

The Association is formed to provide for, among other things, the management, improvement, maintenance, operation, care, preservation, and architectural control of the Property and Common Property, ingress, egress, and public utilities easements, recreational easements, drainage easements, including but without limitation, lakes, ditches, canals, retention or detention areas, drainage, other

surfacewater management works, and preservation or conservation areas, wetlands and wetland mitigation areas, which are owned or controlled by the Association or the Owners in common and to promote the recreation, health, safety, and welfare of the Owners. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required, or permitted to be done by the Declaration, these Articles, and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the management, maintenance, administration, and improvement of the Property and Common Property with its jurisdiction. These powers shall include but not be limited to the following:

- 6.1 To fix, make, and collect assessments against Owners as set forth in the Declaration;
- 6.2 To borrow money for the benefit of the Association;
- 6.3 To use and expand the proceeds of assessments and borrowings in a manner consistent with the purpose for which this Association is formed to pay debts and obligations of the Association;
- 6.4 To review plans and specifications for proposed improvements as set forth in Article VII of the Declaration;
- 6.5 To maintain, repair, replace, operate, and care for real and personal property, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetlands and wetland mitigation areas, which are owned by or controlled by the Association or the Owners in common in

a manner consistent with the permit issued by the Suwannee River Water Management District and the operation and maintenance plan attached thereto;

6.6 To purchase and maintain insurance in amounts determined by the Board of Directors of the Association;

6.7 To make, amend, impose, and enforce by any lawful means, reasonable rules and regulations of the use of the Common Property and Association property;

6.8 To contract for services with others;

6.9 To do and perform anything required by these Articles, the Bylaws, or the Declaration to be done by the Owner, but if not done by the Owner in a timely manner, at the expense of the Owner, as provided for in Article VI of the Declaration;

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

The Association shall not pay dividends, and no part of any income of the Association shall be distributed to its Members, Directors, or Officers.

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

ARTICLE VII

MEMBERSHIP

Each Owner, including the Declarant, shall be a Member of the Association as provided in the Declaration. The Association membership of each Owner shall be appurtenant to the Unit giving rise to such membership, and shall not be transferred except upon the transfer of title to said Unit, and then only to the transferee of said title thereto. Any transfer of title to Unit shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

ARTICLE VIII

VOTING RIGHTS

8.1 Voting Rights. The Association shall have two (2) classes of voting membership.

a. Class "A". Class "A" Members shall be all Owners of Units with the exception of the Declarant. Each Class "A" Member shall be entitled on all issues to one (1) vote for each Unit it owns.

b. Class "B". The Class "B" Members shall be the Declarant and any successor of the Declarant who takes title to and to whom Declarant assigns in writing one (1) or more of the Class "B" votes. Upon the execution of this Declaration, the Class "B" Members shall be entitled to fifty (50) votes. Thereafter, the number of Class "B" votes shall be reduced by one (1) vote each time a Unit is conveyed from Declarant to an Owner. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

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

- (2) Ten (10) years from the date of recording of the Declaration; or
- (3) When, in its discretion, the Declarant so determines; or
- (4) When Declarant no longer owns any portion of the Property.

From and after the happening of any one (1) of these events, the Declarant shall call a meeting as provided in the Bylaws for special meetings to advise the Association membership of the termination of the Class "B" status. In addition, the Declarant, prior to relinquishing control of the Association or otherwise allowing control to transfer to the Directors of the Association through the termination of Class "B" membership, shall provide at least thirty (30) days written notice to the **Suwannee River Water Management District** that all terms and conditions placed upon the Declarant by permits or authorizations from the **Suwannee River Water Management District** have been satisfied in full and that transfer is proposed to occur on a specific date.

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

8.2 Multiple Owners. Each vote in the Association must be cast by a single vote, and fractional votes shall not be allowed unless in a Class "B" vote. In the event that joint or multiple votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Unit, it shall thereafter be conclusively presumed by the Association for all purposes that he/she was, or they were, acting with the authority and consent of all the Owners thereof.

ARTICLE IX

BOARD OF DIRECTORS

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

<u>Name</u>	<u>Address</u>
J. S. MacDougall	215 South Main Street P. O. Box 286 Alachua, FL 32616
C. R. MacDougall	215 South Main Street P. O. Box 286 Alachua, FL 32616
Marilyn J. Steele	376 SW 62 nd Blvd., Apt. 3 Gainesville, FL 32607

Once the Declarant relinquishes its right to appoint the Board of Directors, the Members shall elect the Directors for staggered terms of two (2) years each. The initial elected Directors shall randomly be divided into two (2) categories, one category comprising one (1) newly elected Director who shall serve for an initial term of one (1) year, and the secondary category comprising the remaining newly elected Directors who shall serve for an initial term of two (2) years. All Directors elected after the initial Directors shall serve for terms of two (2) years each. In the event that the

number of Directors comprising the Board of Directors shall exceed three (3), such change in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of Directors whose terms expire in any given year. The Directors shall be required to be either (i) Members of the Association, or (ii) Officers, Directors, representatives, or employees of the Declarant or a corporate Member of the Association.

ARTICLE X

MANAGEMENT OF CORPORATE AFFAIRS

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

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	J. S. MacDougall	215 South Main Street P. O. Box 286 Alachua, FL 32616
Vice President	C. R. MacDougall	215 South Main Street P. O. Box 286 Alachua, FL 32616
Secretary-Treasurer	C. R. MacDougall	215 South Main Street P. O. Box 286 Alachua, FL 32616

10.2 "Control by Declarant." Notwithstanding any other provisions contained in these Articles to the contrary, **J. S. MacDougall and C. R. MacDougall** shall control the affairs and operations of the Association as they relate to **St. Alban's Wood** including full responsibility for all aspects of Common Property maintenance and development until such time as the Declarant no

longer retains title to any lots in the subdivision. Prior to relinquishing control of St. Alban's Wood, the Declarant shall provide at least thirty (30) days written notice to the Suwannee River Water Management District that all terms and conditions placed upon the Declarant-developer by permits or authorizations from the Suwannee River Water Management District have been satisfied in full and that transfer is proposed to occur on a specific date.

ARTICLE XI

INDEMNIFICATION

11.1 Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative, or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or Officer of the Association, or having served at the Association's request at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such Director or Officer shall be adjusted liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and exclusive of all other rights to which such Director or Officer may be entitled.

11.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative, or investigative may be paid by the Association in advance of the final disposition of such action, suit, or proceeding if authorized by all of the non-interested Directors upon receipt of

an undertaking by or on behalf of the Director or Officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these Articles.

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

ARTICLE XII

BYLAWS

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

ARTICLE XIII

AMENDMENTS

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

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

13.2 Notice. Within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote

thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

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

13.4 Multiple Amendments. Any number of amendments may be submitted to the Members and voted upon by them at one (1) meeting.

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

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

13.7 Limitations. No amendment shall make any changes in the qualifications for Members nor the voting rights of Members without approval in writing of all Members. No amendment shall be made that is in conflict with the Declaration. So long as the Declarant shall own any of the Property no Declarant-related amendment shall be made to the Declaration, or to these Articles or the Bylaws of the Association unless such amendment is first approved in writing by the Declarant. Without limitation, an amendment shall be deemed to be Declarant related if it does any of the following:

- a. Directly or indirectly by its provisions or in practical application relate to the Declarant in a manner different from the manner in which it relates to other Owners;

- b. Modifies the definitions provided for by Article I of the Declaration in a manner which alters the Declarant's rights or status;
- c. Modifies or repeals any provision of Article II of the Declaration;
- d. Alters the character and rights of membership as provided for by Article IV of the Declaration or affects or modifies in any manner whatsoever the rights of the Declarant as a Member of the Association;
- e. Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivision, public authorities, or other similar agencies or bodies respecting zoning, streets, roads, drives, easements, or facilities;
- f. Denies the right of the Declarant to convey Common Property to the Association;
- g. Modifies the basis or manner of assessment as applicable to the Declarant or any of the Property owned by the Declarant; and/or
- h. Alters or repeals any of the Declarant's rights or any provision applicable to the Declarant's rights as provided for by any such provision of the Declaration.

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

13.9 Water Management District Requirements. Amendments to these Articles or Bylaws, which directly or indirectly impact operation and maintenance of the surfacewater management system, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetlands and wetland mitigation areas, which are owned or controlled by the Association or the Owners in

common, may be made only after approval by the Suwannee River Water Management District. Such approval shall be in the form of a modification to any and all permits issued by the Suwannee River Water management District under the lawfully adopted rules of the Suwannee River Water Management District in effect at the time of application for such modification. Amendments to these Articles or the Bylaws which do not impact operation or maintenance of the system may be made without authorization of the Suwannee River Water Management District; however, copies of any such amendments shall be forwarded to the District within thirty (30) days of approval.

ARTICLE XIV

SUBSCRIBERS

The names and addresses of the subscribers to these Articles are as follows:

<u>Name</u>	<u>Address</u>
J. S. MacDougall	215 South Main Street P. O. Box 286 Alachua, FL 32616
C. R. MacDougall	215 South Main Street P. O. Box 286 Alachua, FL 32616
Marilyn J. Steele	376 SW 62 nd Blvd., Apt. 3 Gainesville, FL 32607

ARTICLE XV

NON-STOCK CORPORATION

The Association is organized on a non-stock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the Association

may be evidenced by a certificate of membership, which shall contain a statement that the Association is a corporation not for profit.

ARTICLE XVI

DISSOLUTION OF ASSOCIATION

The Association may be dissolved with the asset given in writing and signed by not less than two-thirds (2/3) of each Class of Member. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust, or other organization to be devoted to such similar purposes.

Prior to dissolution of the Association, all property, interest in property, whether real, personal, or mixed, which is directly or indirectly related to the surfacewater management system, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetland, and wetland mitigation areas, which are owned by the Association or the Owners in common, will be dedicated to and accepted for maintenance by the appropriate unit of government or otherwise transferred to and accepted for maintenance by an approved entity. Dedication or approval must be authorized by the Suwannee River Water Management District through modification of any and all permits or authorizations issued by the Suwannee River Water Management District. Such modification shall be made under the lawfully adopted rules of the Suwannee River Water Management District in effect at the time of application for such modification.

OFFICIAL RECORDS INSTRUMENT # 0001689944 63 PGS

IN WITNESS WHEREOF, the undersigned subscribers have caused these presents to be executed as of the 26 day of May, 2000.

Signed, sealed, and delivered in our presence as witnesses:

Judy Jones
Judy Jones
Printed name of witness signing above

J. S. MacDOUGALL
J. S. MacDOUGALL

Rebecca S. Cassels
Rebecca S. Cassels
Printed name of witness signing above

C. R. MacDOUGALL
C. R. MacDOUGALL

Vicky R. Grant
VICKY R. Grant
Printed name of witness signing above

Marilyn J. Steele
MARILYN J. STEELE

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing Articles of Incorporation was acknowledged before me this 26th day of May, 2000, by J. S. MacDOUGALL and C. R. MacDOUGALL, who are personally known to me; or have produced:

(If not personally known, check applicable box)

- Driver's License issued within five (5) years from date; or
- Other: _____ as identification.

Judy Jones
Notary Public
Judy Jones
Printed name of Notary signing above

Name, Commission Number, and Expiration Date together with Seal below:



Judy Jones
MY COMMISSION # EC692696 EXPIRES
February 22, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing Articles of Incorporation was acknowledged before me this 11th day of May, 2000, by MARILYN J. STEELE, who is personally known to me; or has produced:

- (If not personally known, check applicable box)
- Driver's License issued within five (5) years from date; or
 - Other: _____ as identification.

Vicky R. Grant

Notary Public

Vicky R. Grant

Printed name of Notary signing above

Name, Commission Number, and Expiration Date together with Seal below:



Vicky R. Grant
MY COMMISSION # CC732124 EXPIRES
April 8, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

CIH/jj(cc) ST. ALBAN'S WOOD Articles of Incorporation

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THE STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED AND NAMES AND ADDRESSES OF THE OFFICERS AND DIRECTORS.

The following is submitted in compliance with Chapter 617.023, Florida Statutes:

ST. ALBAN'S WOOD OWNERS ASSOCIATION, INC., a corporation not for profit, organized under the laws of the State of Florida with its principal office at 215 South Main Street, Alachua, Florida 32615, has named **C. R. MacDougall**, located at 215 South Main Street, Alachua, Florida 32615, as its agent to accept service of process within the State.

Newly elected Officers:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	J. S. MacDougall	215 South Main Street P. O. Box 286 Alachua, FL 32616
Vice President	C. R. MacDougall	215 South Main Street P. O. Box 286 Alachua, FL 32616
Secretary-Treasurer	C. R. MacDougall	215 South Main Street P. O. Box 286 Alachua, FL 32616

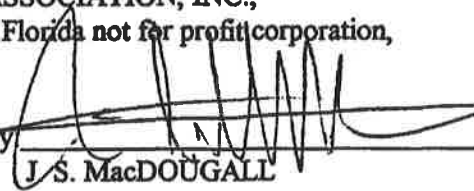
Newly appointed Directors:

<u>Name</u>	<u>Address</u>
J. S. MacDougall	215 South Main Street P. O. Box 286 Alachua, FL 32616
C. R. MacDougall	215 South Main Street P. O. Box 286 Alachua, FL 32616
Marilyn J. Steele	376 SW 62 nd Blvd., Apt. 3 Gainesville, FL 32607

OFFICIAL RECORDS INSTRUMENT # 0001689944 63 PGS
FILED

2000 MAY 30 AM 10:47

SECRETARY OF STATE
TALLAHASSEE, FLORIDA
ST. ALBAN'S WOOD OWNERS
ASSOCIATION, INC.,
a Florida not for profit corporation,

By 
J.S. MacDOUGALL
its President

I agree as Registered Agent to accept service of process to keep the office open during prescribed hours; to post my name in some conspicuous place in the office as required by law.

ST. ALBAN'S WOOD OWNERS
ASSOCIATION, INC.,
a Florida not for profit corporation,

By 
C. R. MacDOUGALL
its Registered Agent

EXHIBIT "C"
BYLAWS OF

ST. ALBAN'S WOOD OWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is ST. ALBAN'S WOOD OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 215 South Main Street, Alachua, Florida 32615, but meetings of Members and Directors may be held at such places within the State of Florida, County of Alachua, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to ST. ALBAN'S WOOD OWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described in Exhibit "A" of the Declaration of Restrictions and Maintenance Covenants, and any supplementary declarations.

Section 3. "Common Property" shall mean and refer to all real property and any improvements located thereon, all easements, and all personal property, from time to time owned by, controlled by, or intended to be devoted to the use and enjoyment of all Members of the Association and maintained by the Association at common expense. The Association shall also have ownership rights to the recreational easements, drainage easements, and ingress, egress, and public utilities easements, if any, as depicted on the plat of St. Alban's Wood or as may from time to time be granted, assigned, or transferred to the Association. All Common Property is to be devoted to and intended for the common use and enjoyment of the Members of the Association, their families, guests, persons occupying Units on a guest or tenant basis, and to the extent designated on recorded plats or authorized by the Board of Directors of the Association.

Section 4. "Unit" shall mean and refer to any lot depicted on the plat of St. Alban's Wood, together with the attached dwelling unit, erected thereon, excluding Common Property.

Section 5. "Owner" shall mean and refer to the owner of any Unit.

Section 6. "Declarant" shall mean and refer to J. S. MACDOUGALL and C. R. MACDOUGALL, their successors and assigns.

Section 7. "Declaration" shall mean and refer to the Declaration of Restrictions and Maintenance Covenants applicable to the Property recorded in the Office of the Clerk of the Circuit Court, Alachua County, Florida.

Section 8. "Member" shall mean and refer to those Owners who are Members of the Association as provided in the Articles of Incorporation for the Association.

**ARTICLE III
MEETING OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the 3rd Tuesday of January each year thereafter. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership, or upon the request of the Class B Members.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid at least 15 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, a majority of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Unit.

**ARTICLE IV
BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE**

Section 1. Number. The affairs of this Association shall be managed by a Board of not less than three (3) nor more than five (5) Directors.

Section 2. Term of Office. The Terms of Office shall be as set forth in the Articles of Incorporation.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

**ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS**

Section 1. Nomination. Nomination for election to the Board of Directors may be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot, or if unanimously agreed upon by the Members, by acclamation. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**ARTICLE VI
MEETING OF DIRECTORS**

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held periodically, as necessary, without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by two (2) Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1. Powers. The Board of Directors shall have all powers and authority as permitted under the laws of the State of Florida, which shall include but not be limited to the following:

(a) Adopt and publish rules and regulations governing the use of the Common Property and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) Declare the position of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors without just cause; and

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. Although not intended to be complete, the duties of the Board of Directors shall include:

(a) Cause to be kept a complete record of all its acts and corporate affairs;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to set the annual budget and assessments, collect assessments and enforce any claim of lien filed;

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate or affordable; and

(g) Cause the Common Property to be maintained.

**ARTICLE VIII
OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Officers. The Officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and/or treasurer, and such other Officers as the Board may from time to time by resolution create. The secretary and treasurer need not be members of the Board of Directors.

Section 2. Election of Officers. The election of Officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The Officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he/she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any Officer may be removed from office with or without cause by the Board. Any Officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer replaced.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person.

Section 8. Duties: The duties of the Officers include but are not limited to the following:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments for the Association and shall sign all checks and promissory notes payable by the Association.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his/her absence, inability or refusal to act; and shall exercise and discharge such other duties as may be required by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; service notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the Members, and shall perform such other duties as required by the Board.

**ARTICLE IX
COMMITTEES**

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and, if deemed necessary by the Board, select a Nominating Committee for the purposes

Return to
St. Alban's
Rec 27.00

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2262157 3 PGS
2006 JUL 01 09:27 AM DE 3429 PG 932
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK25 Receipt#294068

AMENDMENT TO THE
ST. ALBAN'S WOOD DECLARATION OF RESTRICTIONS AND MAINTENANCE
COVENANTS

THIS AMENDMENT to St. Alban's Wood Declaration of Restrictions and Maintenance Covenants is made this 13th day of June 2006, by the officers of St. Alban's Wood Owners Association, Inc. (the Association).

WITNESSETH:



WHEREAS, J. S. MacDougall and C.R. MacDougall made and entered into a certain Declaration of Restrictions and Maintenance Covenants, recorded on the 28th of June, 2000 in Official Records, Book 2298, Page 2108 of the Public Records of Alachua County, Florida (Declaration); and,

WHEREAS, the Association and more than 60% of the Units have determined that it is in the best interest of the Owners of all the Units at St. Alban's Wood to amend the Declaration for the purpose of curing an ambiguity and inconsistency between the provisions contained within the Declaration, and to amend the Declaration in a manner which does not adversely affect the substantive rights of all of the present Owners and their mortgagees; and,

WHEREAS, Declarant are desirous of amending the Declaration as set forth below.

NOW, THEREFORE, the Declaration be and the same is hereby amended so that the following is added to Article VIII:

Those portions of the operating budget reflecting specific Common Expenses for the attached home units that have already been constructed ("Constructed Units") (i.e. estimated costs of repair and maintenance of the exterior and common walls and roofs of the "Constructed Units", premiums for all insurance policies insuring the Association's insurable interest in the "Constructed Units", and other reasonable expenses deemed necessary by the Board to repair and maintain and insure the "Constructed Units"; and a reasonable and necessary reserve for any of the foregoing, shall be assessed only against those Owners of the specified "Constructed Units", such assessment being the same for each similar type of "Constructed Units". To the extent a portion of the operating budget includes specific Common Expenses incurred on behalf of the "Constructed Units", the Owners of said "Constructed Units", by and through the operating budget reflecting specific Common Expenses for said "Constructed Units" shall indemnify and hold all other Owners at St. Alban's Wood and the Association harmless from any claim involving that portion of the operating budget reflecting said specific Common Expenses incurred on behalf of the "Constructed Units", to assure that the remaining Owners within St. Alban's Wood, and the Association, do not become liable for any such cost or become obligated to pay any shortfall caused by or arising from the payment of any such cost. For the purposes of collecting, depositing, and distributing those portions of the operating budget reflecting specific Common Expenses for specified "Constructed Units", the Association hereby has the authority to segregate its accounting records to provide for a separate accounting record for the portions of the budget reflecting specific Common Expenses for specified "Constructed Units". The "Constructed Units" and all of the other units at St. Alban's Wood shall each pay 1/48th per unit or combined unit of all of the Common Expenses that are not charged to the "Constructed Units".

The provision set forth in the second paragraph of Section G of Article VIII of the Declaration providing that the obligation to pay assessments shall begin at the time a Certificate of Occupancy is issued for a "Attached Home Units" is hereby deleted.

AMENDMENT TO THE
ST. ALBAN'S WOOD DECLARATION OF RESTRICTIONS AND
MAINTENANCE COVENANTS

Page 2

The Declarant by their signature below does hereby voluntarily relinquish control of the Architectural Control Committee and the Association. The members of the Architectural Control Committee shall henceforth be the officers of the Association or their designee.

The Declarant by their signature below does hereby consent to this Amendment and relinquish their right to approve any further Amendment that may be adopted in the future.

The Declarant by their signature below does hereby irrevocably relinquish their right set forth in Article IX of the Articles of Incorporation for St. Alban's Wood Owners Association, Inc. to appoint the Board of Directors of the Association.

In the event that any of the terms and conditions of this Amendment shall conflict with any of the terms and conditions of the said Declaration or Articles of Incorporation or Bylaws of St. Alban's Wood, then the terms of this Amendment shall supercede and control.

WHEREAS, this Amendment is immediately and hereafter effective; and, to the extent not amended hereby, all of the remaining covenants, conditions and restrictions are reaffirmed, all of which have not been waived even in the event any one or more of such covenants, conditions or restrictions have not been enforced.

IN WITNESS WHEREOF, the undersigned has set its hand and seal.

SIGNED, SEALED AND
DELIVERED IN OUR PRESENCE:

Susana Martinez
Witness

SUSANA MARTINEZ
Printed Name

Susana Martinez
Witness

SUSANA MARTINEZ
Printed Name

BY:

J. S. MacDougall

C. R. MacDougall
C. R. MacDougall

St. Alban's Wood Owners
Association, Inc.

BY:

Carolyn Sandow
Carolyn Sandow, President

(Corporate Seal)

INSTRUMENT # 2262157

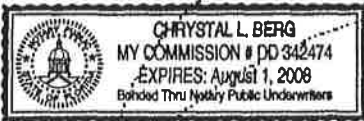
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**AMENDMENT TO THE
ST. ALBAN'S WOOD DECLARATION OF RESTRICTIONS AND
MAINTENANCE COVENANTS**

Page 3

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 13th day of June, 2006, by Caroline Sandow, President of St. Alban's Wood Owners Association, Inc., on behalf of the Association. Who is personally known to me or who has produced _____ As identification and who did /did not take an oath.



(NOTARY SEAL)

Chrystal L. Berg
Notary Public
Commission Expires: August 1, 2008

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 30th day of July, 2006, by J. S. MacDougall and C. R. MacDougall, on behalf of the Declarant. Who is personally known to me or who has produced _____ As identification and who did /did not take an oath.



(NOTARY SEAL)

Chrystal L. Berg
Notary Public
Commission Expires: August 1, 2008

INSTRUMENT # 2262157
3 PGS