

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VILLAGE OF WEATHERLY SUBDIVISION**

THIS DECLARATION, made on the date hereinafter set forth by **Gainesville Realty, Inc.**, a Florida corporation, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain property in the County of Alachua, State of Florida, which is more particularly Described as:

Lots One (1) through Forty-eight (48) of Village of Weatherly Subdivision, as per Plat thereof recorded in Plat Book 24, Pages 34,35,36, of the Public Records of Alachua County, Florida, together with Recreation Area, Drainage Easement and Common Area shown on said Plat.

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

**ARTICLE I.
DEFINITIONS**

Section 1. "Association" shall mean and refer to **VILLAGE OF WEATHERLY SUBDIVISION HOMEOWNERS ASSOCIATION, INC**, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association as dedicated on the Plat for the common use and enjoyment of the owners.

Section 5. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Properties.

Section 6. "Declarant" shall mean and refer to **Gainesville Realty, Inc.** and their successors or assigns if they should acquire more than one undeveloped Lot from the original Declarant for the purposes of development.

Section 7. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges of stormwater runoff which are necessitated by rainfall events,

INSTRUMENT # 1951847
25 PGS

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VILLAGE OF WEATHERLY SUBDIVISION**

Page 2

or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharge from the system. Any reference in the Declaration to the St. Johns River Water Management District shall also include its Successors if it ceases to exist.

Section 8 Vegetative Natural Buffer shall mean that portion of lots 18,19,20,21,22,23,24,25 and 26 that is set aside as part of the stormwater management system and shall maintain a dense vegetative cover. The vegetative natural buffer is further described in Article VII, section 6-a.

Section 9 Common Easement shall mean property owned by individual lot owners that grants rights of ingress/egress, operative and maintenance of, signs, landscaping, infrastructure, underground utilities or other allowable uses, to the Association.

**ARTICLE II
PROPERTY RIGHTS**

Section 1. Owner's Easement of Enjoyment Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) 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 an assessment against his Lot remains unpaid; and for any period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by a majority of the voting members.

(d) The right of the Association to collect money for the maintenance and repair of stormwater management and surface water facilities.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Easement for access and drainage. The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system, for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit and local government jurisdiction. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater

INSTRUMENT # 1951847
25 PGS

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VILLAGE OF WEATHERLY SUBDIVISION
Page 3**

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 St. Johns River Water Management District and local government jurisdiction.

INSTRUMENT # 1951847
25 PGS

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership;

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class "A" membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on December 31, 2006, or (c) when Declarant decides to turn over control to the Class A members.

Section 3. In all elections involving general membership voting, the total vote will be the combined vote of all Class A and B shares voted. Each Class B vote shall be equivalent with, and participate in all voting on a basis equivalent to, one Class A vote.

**ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VILLAGE OF WEATHERLY SUBDIVISION**

Page 4

property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

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

The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit number 40-001-86652-1 requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system.

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

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

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$420.00 per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) The Board of Directors are required to establish annual assessments at a rate sufficient to cover annual maintenance. If annual assessments are insufficient, the Board of Directors shall have authority to

INSTRUMENT # 1951847

25 PGS

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VILLAGE OF WEATHERLY SUBDIVISION
Page 5**

(e) The Board of Directors shall establish the appropriate levels of maintenance.

(f) The Board of Directors may establish fees for the use of various facilities.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast majority of all the votes of each class of membership shall constitute a quorum.

Section 6 Uniform Rate of Assessment Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, except that the Board may establish a lower assessment for lots for which a certificate of Occupancy has not been issued for improvements to that lot.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessments shall be adjusted according to the number of the months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessment on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-payment of Assessments Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18% per annum. The Association may bring action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale and transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

INSTRUMENT # 1951847
25 PGS

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VILLAGE OF WEATHERLY SUBDIVISION
Page 6**

thereof

INSTRUMENT # 1951047
25 PGS

**ARTICLE V
ARCHITECTURAL CONTROL**

No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. No dwelling of one story structure shall be permitted on any of the lots which contain less than 1500 square feet of ground floor area, exclusive of porches and garages, except as shown on the Plat. All lots shall have setbacks as shown on the Plat.

**ARTICLE VI
RESTRICTIONS ON USE OF PREMISES**

In addition to the rules and regulations which may be established by the Association, the following restrictions are placed upon the Property:

(1) Each lot shall be used for residential purposes only unless additional uses are permitted and allowed by the local governing jurisdiction. Any additional uses shall be in harmony with the residential character of the development. Each residential unit must be built with either a one or two car garage. Carports are not acceptable.

(2) Owners who decide later to convert garage area to living area may do so, but must leave the garage door in place and make no structural changes to the outside front so it will continue to appear as an actual garage.

(3) Boats, trailers, recreation vehicles, trucks or other transportable personal property will not be permitted in the open parking areas or drive, but must be stored only within garages or in the back yard.

(4) Mechanical work on any type of vehicle must be done in the garage only. No disabled or unlicensed vehicles may be kept parked in front of any house.

(5) No motor vehicles shall be parked in the front or side yards except on an improved parking space or driveway.

**ARTICLE VII
GENERAL PROVISIONS**

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VILLAGE OF WEATHERLY SUBDIVISION
Page 7**

any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association or any Owner incurring legal expenses or litigation costs related to successful enforcement of any covenant, restriction, or above items shall be reimbursed whether decided in court or settled out of court. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants, Conditions and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.

Section 2. Severability. Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. 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 the shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty-seven percent (67%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment to the Covenants, Conditions and Restrictions which alter any provision relating to the surface water or storm water management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St Johns river Water Management District

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of the combined vote of both Class A and B members who are voting in person or by proxy. Additional land may be annexed by the Declarant without the consent of members within ten (10) years of the date of this agreement.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Authority or the Veterans Administration; annexation of additional properties and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Surface Water or Stormwater Management System. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District, and local government jurisdiction. The Association shall be responsible for such maintenance and operation. More specifically, said maintenance and repair, for each retention facility shall include the following: mow grass a minimum of once a month (March through November), inspect the discharge structures, keep ponds free of trash and debris, inspect berms for washout or erosion, fill and sod any washout or erosion within one week, inspect storm sewers for sediment build up and keep free of obstruction, any fences around ponds are to be inspected for continuity and promptly repaired if necessary. Said inspections shall be done on a monthly basis. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the St. Johns River Water Management District, and local government jurisdiction.

INSTRUMENT # 1951847
25 PGS

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VILLAGE OF WEATHERLY SUBDIVISION
Page 8**

Section 6-a There shall be set aside a permanent vegetated natural buffer ("Vegetative Natural Buffer") 15 feet wide, over that portion of the property shown on the plat as Vegetative Natural Buffer. This Vegetative Natural Buffer extends across the rear 15 feet of Lots 18, 19, 20, 21, 22, 23, 24, 25, and 26. The Vegetative Natural Buffer is part of the surface water management system permitted by the St. Johns River Water Management District and local government jurisdiction. The purpose of this Vegetative Natural Buffer is to detain and treat stormwater prior to drainage offsite; therefore, the area must be maintained with a dense vegetative cover. Filling and replacement of impervious surface (other than fence posts) are prohibited within the Vegetative Natural Buffer. No alteration of the Vegetative Natural Buffer shall be authorized without prior written authorization from the District and local government jurisdiction. Any Damage to the Vegetative Natural Buffer, whether caused by natural or human induced phenomena, shall be repaired and the Vegetative Natural Buffer returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Vegetative Natural Buffer is located.

Section 7. Declarant shall have the right to erect and maintain signs and a model or models for sales purposes anywhere on the property.

Section 8. Dissolution. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District and local government jurisdiction prior to such termination, dissolution or liquidation.

Section 9. Existence and Duration. Existence of the Association shall commence with the filing of these Article of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

**ARTICLE VIII
RESTRICTIONS**

INSTRUMENT # 1951847
25 PGS

1. Access to common and conservation areas is limited to members of the Association and immediate members or their family and to those persons maintaining any drainage or public utility easements or structures within such areas.
2. Members of the Association may bring guests into the common area provided such guests are accompanied by a member.
3. Members who bring non-members onto the common/conservation areas are required to assume full responsibility and liability for their acts, safety, and well-being.
4. Members who bring non-members into the common/conservation areas agree to hold the Association harmless for any injuries a non-member guest receives.
5. Persons not permitted access under 1 or 2 above are not allowed in the common/conservation areas

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VILLAGE OF WEATHERLY SUBDIVISION
Page 9**

and are to be considered trespassers on the property.

6. The Association Board of Directors shall establish restrictions on hours of use of various parts of the common/conservation and recreation facilities.

7. Minor age children whose parents are not members of the Association may not occupy the common areas at anytime except in the company of a member of the Association who assumes guardian responsibility for all acts or injuries that might result from use of these areas.

8. Each member of the Association and all members of their family with legal authority to use common/conservation areas must do so at their own risk. The Association cannot assume responsibility for safety and security of members usage. A member of the Association does hereby waive all claim of liability against the Association and holds the Association harmless for all usages members make of the common/conservation area.

9. Members may reserve portions of the common/conservation areas for various group meetings within guidelines provided by the Association Board of Directors

10. No swings, ropes, ladders, treehouses, or structures may be erected or attached to any trees in the common area unless approved by the Board of Directors.

11. No one may climb trees or inflict damage to trees in the common area

12. No weapons may be brought onto common/conservation areas by members or non-members. This shall include, but is not limited to, all air guns, BB guns, knives, clubs, sling shots, bow & arrows, darts, or any device that is primarily a weapon or tool for hunting.

13. No hunting, trapping or fishing is allowed in the common areas.

14. No unauthorized removal or cutting of any plants or trees in the common area is permitted

15. The Association may set regulations restricting the hours when garbage cans and trash containers may be set out in front of a residence for garbage/trash collection

16. Fences may not be constructed in the front yard of a residence, all fencing must be set back at least 3 feet from the front elevation of the building and must be stockade style only, except on the north side of lots 1,2,3,4,5,& 6.

17. All fencing location size, and materials shall be allowed only with the approval of the Association which may prohibit the use of certain fencing. The Association shall be responsible for the maintenance of the common areas, utility easements, and parameter fencing that is not adjoining an improved lot. Lots owners that benefit from use rights of Association installed fencing will be responsible for the maintenance of the portion of the fence running with the lot lines. Any additional wood fencing can be added in the style of 6 foot stockade.

18. No satellite dishes over 24" in diameter, antennas, or such other electronic transmitting or receiving

INSTRUMENT # 1951847
25 PGS

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VILLAGE OF WEATHERLY SUBDIVISION
Page 10**

devices may be installed anywhere outside a house on a lot unless approved by the Architectural Control Committee.

19. Outside storage buildings can only be in the back yard and subject to the architectural review of the Association.

20. If grass is left uncut, or other yard maintenance effecting appearance of the neighborhood is left undone by any member on a private residence, or if such residence is unoccupied or in foreclosure, the Association may arrange for cutting whenever the grass is in excess of 8 inches tall or have needed maintenance done and may bill the property owner. Such bill shall become a lien against the property if left unpaid for thirty days.

21. No signs are permitted on the private property or common areas of the property other than For Sale, Garage Sale and political candidate signs; messages are limited to necessary information only. This restriction does not supersede Article VII section 7

22. The exterior improvements on each lot must be kept in good repair at all times. If damaged by accident or the elements, repairs must be commenced within ninety (90) days and completed in a timely manner.

23. No business that requires on-site employees may be operated out of any house or garage or outbuilding unless approved by the Architectural Control Committee.

24. Basketball goals may not be erected in public right-of-way of cul-de-sacs or any other street

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto signed this Declaration this 29 day of April, 2003.

Signed, sealed and delivered In our presence as witnesses:

Gainesville Realty, Inc. a Florida corporation

By: Ronald J Shema (CORPORATE SEAL)
Ronald J Shema, President

John C. Drury
Witness

John Drury
Printed Name

Lisa L. Perricone
Witness

LISA L. PERRICONE
Printed Name

INSTRUMENT # 1951847
25 PGS

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VILLAGE OF WEATHERLY SUBDIVISION**

Page 11

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this 29 day of April, 2003, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Ronald J Shema**, the **President of Gainesville Realty, Inc.**, a Florida corporation, who executed the foregoing instrument on behalf of said corporation, who acknowledged before me that he executed the same, and who is personally known to me or who presented _____ as identification.

(NOTARY SEAL)

Notary Public
My Commission Expires:

John C. Drury
12-12-2006



John C. Drury
Commission #DD171356
Expires: Dec 12, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

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ARTICLES OF INCORPORATION
OF
VILLAGE OF WEATHERLY SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Florida Statutes 617 (1995), the undersigned, who is a resident of Alachua County, Florida and who is of full age, has this day agreed to form a corporation not for profit and does hereby certify:

ARTICLE I

The name of the corporation is **Village of Weatherly Subdivision Homeowners Association, Inc.**, hereafter called the "Association."

ARTICLE II

The initial principal office and mailing address of the Association is located at 1410 N W 13th Street, Suite 2, Gainesville, Florida 32601.

ARTICLE III

Ronald J. Shema, whose address is 1410 N W. 13th Street, Suite 2, Gainesville, Florida 32601, is hereby appointed the initial registered agent of this Association

ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purpose for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

The Recreation Area, Drainage Easement and Common Area, together with Lots One (1) through Forty-eight (48) of VILLAGE OF WEATHERLY SUBDIVISION, as per Plat thereof recorded in Plat Book 24, Page 5, of the Public Records of Alachua County, Florida
34,35,36

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Court of Alachua County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey,

INSTRUMENT # 1951847
25 PGS

**ARTICLES OF INCORPORATION
OF
VILLAGE OF WEATHERLY SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**
Page 2

sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purpose or annex additional residential property and Common Area, provided that such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

**ARTICLE V
MEMBERSHIP**

Every person or entity who is a record owner of a fee or undivided fee interest on any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separate from ownership of any Lot which is subject to assessment by the Association.

**ARTICLE VI
VOTING RIGHTS**

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned or intended to be annexed to the Properties by Declarant. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

INSTRUMENT # 1951847
25 PGS

ARTICLES OF INCORPORATION
OF
VILLAGE OF WEATHERLY SUBDIVISION HOMEOWNERS ASSOCIATION, INC.
Page 3

(b) on December 31, 2008, or

(c) when Declarant desires to turn over control to the Class A members

**ARTICLE VII
OFFICERS**

The affairs of this Association shall be managed by a President, Vice-president, Secretary, and Treasurer and they shall be elected at the first meeting of the Board of Directors following each annual meeting of the members or as otherwise provided in the By-Laws until the first election of officers under the Articles of Incorporation, the following shall serve as officers,:

President -	Ronald J. Shema
Vice-President -	Carolyn B. Shema
Secretary -	Ronald J. Shema
Treasurer -	Carolyn B. Shema

**ARTICLE VIII
SUBSCRIBERS**

The name and address of the subscriber is:

Ronald J. Shema, 1410 N.W. 13th Street, Suite 2, Gainesville, Florida 32601.

**ARTICLE IX
AMENDMENTS**

Amendments of these Articles shall be adopted upon receiving the affirmative vote of a majority of the votes of members entitled to vote thereon, unless any class of members is entitled to vote thereon as a class in which event the proposed amendment shall be adopted upon receiving both the affirmative vote of a majority of the votes of members of each class entitled to vote thereon as a class and the affirmative vote of a majority of the votes of all members entitled to vote thereon.

**ARTICLE X
BOARD OF DIRECTORS**

The Board of Directors shall be elected as provided for in the By-Laws of the Association. The affairs of this Association shall be managed by a Board of at least three (3) but not more than nine (9) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

Carolyn B. Shema, 1410 N.W. 13th Street, Suite 2, Gainesville, Florida 32601
Ronald J. Shema, 1410 N.W. 13th Street, Suite 2, Gainesville, Florida 32601
John Drury, 1614 NW 10 Street, Gainesville, FL 32609

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**ARTICLES OF INCORPORATION
OF
VILLAGE OF WEATHERLY SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**
Page 4

The first annual meeting of the members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years, and at each annual meeting thereafter the members shall elect one director for a term of three years.

**ARTICLE XI
DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

**ARTICLE XII
DURATION**

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

**ARTICLE XIII
AMENDMENTS TO BY-LAWS**

The power to make, alter, and rescind By-Laws shall be vested in the members as provided by the By-Laws.

**ARTICLE XIV
FHA/VA APPROVAL**

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dissolution and amendment of these Articles.

**ARTICLE XV
SURFACE WATER MANAGEMENT SYSTEM**

The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the applicable St. Johns River Water Management District permit requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system.

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

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of

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ARTICLES OF INCORPORATION
OF
VILLAGE OF WEATHERLY SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

Page 5

Incorporation this 28 day of JAN, 2003.

Village of Weatherly Subdivision Homeowners Associations, Inc

By: Ronald J Shema (CORPORATE SEAL)
Ronald J Shema, Its President



STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this 28 day of January, 2003, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Ronald J. Shema, the President of Village of Weatherly Subdivision Homeowners Association, Inc., a Florida corporation**, who executed the foregoing instrument on behalf of said corporation, who acknowledged before me that he executed the same, and who is personally known to me or who () presented _____ as identification.



John C. Drury
Commission #DD171356
Expires: Dec 12, 2006
NOTARY SEAL Thru
Atlantic Bonding Co., Inc.

Notary Public
My Commission Expires:

John C. Drury
12-12-06

**CERTIFICATE DESIGNATING REGISTERED AGENT FOR THE SERVICE OF PROCESS
WITHIN THIS STATE.**

In pursuance of Chapter 617 0501, Florida Statutes, the following is submitted, in compliance with said Act;

First--That **Village of Weatherly Subdivision Homeowners Association, Inc.**, desiring to organize under the laws of the State of Florida has named **Ronald J. Shema**, located at 1410 N.W. 13th Street, Suite 2, City of Gainesville, County of Alachua, State of Florida, as its registered agent to accept service of process within this state.

ACKNOWLEDGMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open this office.

By: Ronald J Shema
Ronald J. Shema, Registered Agent

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2003 JAN 29 PM 09:27

EXHIBIT A

THIS DOCUMENT PREPARED BY AND
AFTER RECORDING, RETURN TO:
Richard W. Hawthorne, Esq.
FOLEY & LARDNER
200 Laura Street
Jacksonville, FL 32202

DRAINAGE EASEMENT

This Drainage Easement (the "Drainage Easement") is made this 11th day of December, 2003 by and between FORT CLARKE LIMITED PARTNERSHIP, a Texas limited partnership (the "Grantor") and VILLAGE OF WEATHERLY SUBDIVISION HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation and GAINESVILLE REALTY INC., a Florida corporation (jointly and severally, the "Grantee").

BACKGROUND FACTS

- A. Grantor is the owner of certain real property located in Alachua County, Florida as more particularly described in Exhibit "A" attached hereto (the "Grantor Parcel"); and
- B. Grantee is the homeowner's association formed to govern a single-family residential subdivision adjacent to Grantor's parcel more particularly described on Exhibit "B" attached hereto (the "Grantee Parcel"); and
- C. Grantor and Grantee have agreed to execute the following non-exclusive and perpetual easement for drainage over a portion of the Grantor Parcel for the benefit of the Grantee Parcel.

AGREEMENT

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement. Grantor hereby grants a perpetual, non-exclusive easement to Grantee to install, use, maintain, repair and replace drainage structures, drainage facilities and a retaining walls within the portion of the Grantor Parcel described on Exhibit "C" attached hereto (the "Easement Area"). Grantee agrees and acknowledges that the easement granted herein is non-exclusive and Grantor expressly reserves the right to use the Easement Area in any manner that is not inconsistent with the rights granted in this Drainage Easement.
2. Construction by Grantee. Grantee shall engage an engineering firm reasonably acceptable to Grantor (the "Engineer"), to prepare the scope of work, plans, designs and specifications (collectively, the "Plans") for the drainage structures, drainage improvements and retaining wall to be constructed in the Easement Area (the "Work"). Grantee shall submit copies of Plans to Grantor, and Grantor shall have ten (10) days to provide written comments thereto. Grantee, Grantor and the Engineer shall meet within seven (7) days after Grantor has submitted

its comments to the Plans and make such changes or amendments to the Plans as necessary. Thereafter, Grantee shall engage a general contractor, reasonably acceptable to Grantee and Grantor, to perform the Work in accordance with the Plans without material deviations therefrom. All Work shall be done in a good and workmanlike manner in accordance with sound construction standards and practices. Grantee and the Engineer shall, upon request, advise and consult with Grantor as to the Work and its progress. Grantor, at its own expense, shall have the right to independently inspect, test and observe performance of the Work, provided Grantor shall not unreasonably interfere with the proper and timely performance of the Work by the general contractors. Grantee shall procure as a part of the Work, all necessary permits, licenses, variances and approvals from any applicable governmental authority for the Work (the "Approvals"). During the course of construction, each of the parties shall promptly submit to the other any documentation, notices or information received with regard to the Work that would be reasonably relevant to the other party. Upon completion of the Work, Grantee will, at its sole cost and expense, deliver to Grantor as-built drawings of the completed project constructed in the Basement Area.

3. Payment of Costs; Disbursement of Funds.

a. At least five (5) days prior to commencing construction pursuant to the construction contract with the general contractor permitting and performing the Work (the "Construction Contract"), Grantee will deliver to Grantor a payment and performance bond in form and content acceptable to Grantor naming Grantor as beneficiary. In the alternative, in lieu of providing the bond, Grantee may deposit an amount equal to 110% of the amount of the Construction Contract with an escrow agent to be disbursed pursuant to an escrow agreement acceptable to Grantor in its sole discretion. In the event the funds to pay the construction costs are not held in escrow, the party disbursing the construction funds shall agree in writing, for the benefit of the Grantor, to be bound by the provisions of this Section 3.

b. As construction progresses, draw requests will be submitted by Grantee to Grantor not more often than monthly (each a "Draw Request") which shall contain a certified statement by the Engineer of:

(i) the dollar amount and percentage, by each component of the Work according to the schedule of values, of the cost of the Work completed during the period covered by such current Draw Request and by all previous Draw Requests; and

(ii) the total retainage withheld from the general contractor with respect to each component of the Work for that current Draw Request and for all previous Draw Requests.

c. Upon receipt of each Draw Request, Grantor shall have five (5) business days to review same and the Work for conformance with the requirements hereof and to notify Grantee of its acceptance of such Draw Request or any objection to same (a "Dispute Notice"). Failure of Grantor to object to the Draw Request with a Dispute Notice within said five (5) business day period shall be deemed to be an approval of the

Draw Request as submitted. Upon approval of the Draw Request by Grantor, the party providing the construction funds shall disburse to Grantee the amount of the Draw Request.

d. A Dispute Notice, to be valid, shall be accompanied by a detailed statement as to the basis for the dispute and shall be accompanied by Grantor's authorization to release payment of that portion of the sum due as to which Grantor does not take issue, limiting the dispute to only the net amount actually disputed. Any disagreement as to a Draw Request shall be resolved by a meeting within five (5) business days of such dispute notice between Grantor, the Engineer and Grantee. If not resolved within fifteen (15) days, then such dispute may be litigated under the provisions of any simplified procedure for court determination of disputes applicable under the laws of the state of Florida, if appropriate and available in such state, or, with the mutual agreement of the parties, may be submitted to arbitration, in either of which events, all parties will join in a request for expediting the disposition of any proceeding brought to resolve the dispute. In the event of litigation, all Work that is not subject to the litigation shall continue to the extent practical. The prevailing party in the dispute shall be reimbursed for any court or arbitration charges related to the resolution of the dispute and its reasonable attorney's fees.

e. Upon completion of the Work, no final payment on the Construction Contract and no retainage shall be paid until Grantor gives written notice to Grantee of receipt of a final contractor's affidavit and lien releases reasonably acceptable to Grantor.

4. Maintenance. Grantee shall, at its own cost and expense, and as a condition to its continued use of the Drainage Easement granted herein, maintain the Easement Area and all drainage facilities, structures and other improvements constructed or installed by Grantee in the Easement Area in a manner consistent with sound property management practices for projects similar to Grantor's in Alachua County, Florida and in compliance with the requirements of all governmental authorities. Grantee's maintenance obligations hereunder will include replacement of landscaping and sod disturbed or destroyed in connection with Grantee's use of the Easement Area. If at any time Grantee fails to maintain the Easement Area as provided herein, Grantor may, in the event the required maintenance is not completed, without any obligation to do so, complete the maintenance at its own expense and recover from Grantee the cost of such maintenance together with interest on the amounts expended by Grantor at the lesser of eighteen percent (18%) or the highest rate allowed by law.

5. Insurance. Prior to commencing any work, Grantee shall obtain, or cause to be obtained by its contractor(s), such insurance coverage as is commercially reasonable for similar construction projects of this nature in Alachua County, Florida which shall name Grantor as additional insured. Such insurance coverage shall be maintained by the Grantee or its contractor until final completion of the Work.

6. Indemnification. Grantee hereby agrees to indemnify and hold Grantor harmless against all liability, damages, costs and expenses from causes of action, suits, claims, demands and judgments of any nature whatsoever arising out of the rights and obligations of Grantee, its

employees, agents, guests, invitees, tenants, subtenants, licensees, sublessors and successors and assigns under this Drainage Easement.

7. Modification of Drainage Facilities. Grantee reserves the unilateral right, at its sole cost and expense, to modify the configuration and design of the drainage facilities, drainage structures, and other improvements installed in the Easement Area in accordance with this Agreement, provided, however, that prior to commencing any work in the Easement Area, Grantee shall comply with Section 2 and Section 4 of this Drainage Easement with respect to the modification.

8. Miscellaneous.

a. Governing Law: Venue. The laws of the State of Florida shall govern this Drainage Easement and venue shall be Alachua County, Florida.

b. Covenants Running with the Land. This Drainage Easement and the easements and agreements created and granted herein shall be appurtenant to and run with the title to the Grantor Parcel and the Grantee Parcel, and shall be binding upon the parties and their respective successors and assigns. Grantee may assign its rights and obligations under this Drainage Easement to any homeowner's association created under Florida Statutes Chapter 720 Florida Statutes (or a successor statute) with respect to the Grantee Parcel, provided, however that such association assumes the obligations of Grantee hereunder and provided that such assignment shall not release Grantee from any obligations or liability arising prior to such assignment.

c. No Dedication to the Public. Nothing in this Drainage Easement shall create any right to the general public to use the Easement Area.

d. Incidental Rights. The easements granted and conveyed herein include all incidental rights reasonably necessary for the use and enjoyment of the respective easements for their intended purpose.

e. Enforcement of Drainage Easement. In the event that any party is required to enforce its rights under this Drainage Easement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

f. No Third Party Beneficiaries. This Drainage Easement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Drainage Easement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Drainage Easement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

g. Amendment. This Drainage Easement shall not be changed, amended or modified except by an instrument in writing, executed by the owners of record of the Grantor's Parcel and the Grantee's Parcel (or any permitted assignee homeowner's association under the terms of this Drainage Easement).

h. Counterparts. This Drainage Easement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement, but in making proof of this Drainage Easement, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the parties have executed this Drainage Easement the day and year first written above.


Signed, sealed and delivered in
the presence of:

GRANTOR:

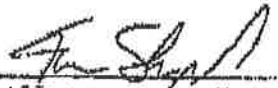
**FORT CLARKE
LIMITED PARTNERSHIP,**
a Texas limited partnership

By: TCR Fort Clarke Limited Partnership,
a Texas limited partnership
Its general partner

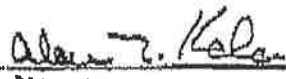
By: TCR Fort Clarke I, Inc.,
a Texas corporation
Its general partner



Print Name: Lisa Winsten



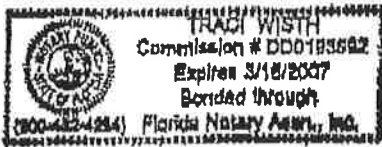
Print Name: Tom Shepherd

By: 

Its: MANAGER

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 11th day of December 2003, by Alan E. Kolar as President of TCR Fort Clarke I, Inc., a Texas corporation, general partner of TCR Fort Clarke Limited Partnership, a Texas limited partnership, general partner of Fort Clarke Limited Partnership, a Texas limited partnership, on behalf of the company, acting on behalf of the limited partnership, acting on behalf of the limited partnership, who is personally known to me or produced a current Florida driver's license as identification or produced _____ as identification.



Traci Wisth
Notary Public
My Commission # DD0193692
My Commission Expires: 3/18/2007

Signed, sealed and delivered in
the presence of:

GRANTED:

VILLAGE OF WEATHERLY
SUBDIVISION HOMEOWNERS
ASSOCIATION, INC.,
a Florida not for profit corporation

[Signature]
Print Name: A. J. BROWN JR.

By: [Signature]
Name: RONALD J. SHERRA
Title: President

Michael R. Castine
Print Name: MICHAEL R. CASTINE

GAINESVILLE REALTY INC.,
a Florida corporation

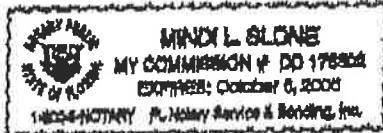
[Signature]
Print Name: A. J. BROWN JR.

By: [Signature]
Name: RONALD J. SHERRA
Title: President

Michael R. Castine
Print Name: MICHAEL R. CASTINE

STATE OF FLORIDA
COUNTY OF Alachua

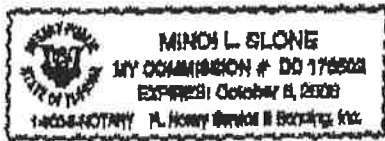
The foregoing instrument was acknowledged before me this 20 day of November, 2003, by Ronald J. Shera as President of Village of Weatherly Subdivision Homeowners Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me or produced a current Florida driver's license as identification or produced _____ as identification.



Mindy L. Slone
Notary Public
My Commission # DD 176502
My Commission Expires: 10/06/06

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 20 day of November, 2003, by Ronald J. Shera as President of Gainesville Realty Inc., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me or produced a current Florida driver's license as identification or produced _____ as identification.



Mindy L. Slone
Notary Public
My Commission # DD 176502
My Commission Expires: 10/06/06

EXHIBIT "A"

(Grantor Parcel)

LEGAL DESCRIPTION:

(PER EXHIBIT "A" PHASE 1 OF L.P. G51-0047659)

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL LYING WESTERLY OF THE EAST BOUNDARY OF THE 100 FOOT POWER LINE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 106, PAGE 48, OF THE PUBLIC RECORDS OF ALACHUA COUNTY FLORIDA:

THE SOUTHEAST QUARTER (X) OF THE NORTHWEST QUARTER (X); AND THAT PART OF THE SOUTHWEST QUARTER (X) OF THE NORTHEAST QUARTER (X) AND THAT PART OF THE WEST HALF (X) OF THE NORTHWEST QUARTER (X) OF THE NORTHEAST QUARTER (X), LYING SOUTH AND WEST OF INTERSTATE HIGHWAY NO. 75 (STATE ROAD 93), IN SECTION 32, TOWNSHIP 9 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA. LESS AND EXCEPT THE RIGHT-OF-WAY FOR FT. CLARKE BOULEVARD.

TOGETHER WITH THOSE RIGHTS CONTAINED IN RECIPROCAL EASEMENT AGREEMENT FILED IN OFFICIAL RECORDS BOOK 2193, PAGE 2854, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

TOGETHER WITH THOSE RIGHTS CONTAINED IN RECIPROCAL DRAINAGE AND RETENTION EASEMENT AGREEMENT FILED IN OFFICIAL RECORDS BOOK 2128, PAGE 1258; AND ADDENDUM TO RECIPROCAL DRAINAGE AND RETENTION EASEMENT FILED IN OFFICIAL RECORDS BOOK 2154, PAGE 799; AND AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO RECIPROCAL DRAINAGE AND RETENTION EASEMENT AGREEMENT FILED IN OFFICIAL RECORDS BOOK 2193, PAGE 2837, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

McMillon

40 S. Main St., Suite A, Williston, Florida, 32696
Phone: (352) 528-maps (6277) Fax: (352) 528-8271

Professional Surveyors & Mappers

msurvey@webkraft.net

Surveying, Inc.

Exhibit "B"

DESCRIPTION: (VILLAGE OF WEATHERLY SUBDIVISION)

THE WEST 1/2 OF NORTHEAST 1/4 OF NORTHWEST 1/4 OF SECTION 32,
TOWNSHIP 9 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, LESS
RIGHT OF WAY IN OFFICIAL RECORDS BOOK 194, PAGE 458, AND OFFICIAL
RECORDS BOOK 212, PAGE 205, AND LESS EXISTING RIGHTS OF WAYS.

McMillon

40 S. Main St., Suite A, Williston, Florida, 32696
Phone: (352) 528-maps (6277) Fax: (352) 528-6271
Professional Surveyors & Mappers
msurvey@webkraft.net

Surveying, Inc.

Exhibit "C"

Description: (by surveyor) – Village of Weatherly Drainage Easement

A triangle of land lying in the Northwest 1/4 of Section 32, Township 9 South, Range 18 East, Alachua County, Florida; being more particularly described as follows:

Commence at the Northwest corner of Lot 25, Village of Weatherly Subdivision, as recorded in Plat Book 24, pages 34 through 36, of the public records of Alachua County, Florida, and run thence South $00^{\circ}37'59''$ East a distance of 101.74 feet to the Southwest corner of said Lot 25; thence continue South $00^{\circ}37'59''$ East a distance of 50.00 feet to the Southwest corner of said Village of Weatherly Subdivision and the Point-of-Beginning of the herein described easement; thence continue South $00^{\circ}37'59''$ East a distance of 35.00 feet; thence North $44^{\circ}23'08''$ East a distance of 49.48 feet to the South line of said Village of Weatherly Subdivision; thence South $89^{\circ}24'14''$ West, along said South line, a distance of 35.00 feet to said Point-of-Beginning.

Containing 612 Square Feet more or less.

BY-LAWS
OF
VILLAGE OF WEATHERLY SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is **Village of Weatherly Subdivision Homeowners Association, Inc.**, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 1410 N.W. 13th Street, Suite 2, Gainesville, Florida 32601, but meetings of members and directors may be held at such places within the State of Florida, as may be designated by the Board of Directors

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to **Village of Weatherly Subdivision Homeowners Association, Inc.**, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land described in the Declaration of Covenants, Conditions and Restrictions with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to **Gainesville Realty, Inc.**, their successors or assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Village of Weatherly applicable to the properties recorded in the Office of the Clerk of the Courts of Alachua County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

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



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**BY-LAWS
OF
VILLAGE OF WEATHERLY SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**

Page 2

shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour 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, or 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.

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 of the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the combined votes of Class A and B membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the 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. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

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

Section 1. **Number.** The affairs of this Association shall be managed by a Board of at least three (3) but not more than nine (9) directors, who need not be members of the Association.

Section 2. **Term of Office.** At the first meeting the members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the members shall elect directors for terms of three years.

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 Without a Meeting.** The directors shall have the right to take any action in the

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**BY-LAWS
OF
VILLAGE OF WEATHERLY SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**

Page 3

absence of a meeting which they could take at a meeting by obtaining the written approval of all 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 shall 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, 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. 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 persons 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 monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. **Special Meetings.** Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two 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 the power to:

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

INSTRUMENT # 1951847
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**BY-LAWS
OF
VILLAGE OF WEATHERLY SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**

Page 4

(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 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 reserve to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office 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; and

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

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of the acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(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:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same;

(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 and directors liability insurance as it may deem appropriate;

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

INSTRUMENT # 1951847
25 PGS

BY LAWS
OF
VILLAGE OF WEATHERLY SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

Page 5

- (g) cause the Common Area to be maintained;
- (h) cause the exterior of the dwelling 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 a treasurer, and such other officers as the Board may from time to time by resolution create.

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 shall sooner resign, or shall be removed, or otherwise disqualify to serve.

Section 4. Special Appointments. The Board may elect such 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 by 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 he replaces.

Section 7. Multiple Officers. The officers of the secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

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 and shall co-sign all checks and promissory notes.

Vice-President

INSTRUMENT # 1951847
25 PGS

**BY LAWS
OF
VILLAGE OF WEATHERLY SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**

Page 6

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

Secretary

(c) The secretary shall record the votes and keep 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; serve 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; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

**ARTICLE IX
COMMITTEES**

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

**ARTICLE X
BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

INSTRUMENT # 1951847

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**ARTICLE XI
ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 10 percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's

**BY-LAWS
OF
VILLAGE OF WEATHERLY SUBDIVISION HOMEOWNERS ASSOCIATION, INC.
Page 8**

Homeowners Association, Inc., have hereunto set our hands this 29 day of April, 2003.

Village of Weatherly Subdivision Homeowners Association, Inc.

By: Ronald J. Shema
Ronald J. Shema, Director

By: Carolyn B. Shema
Carolyn B. Shema

By: John C. Drury
John Drury

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of Village of Weatherly Subdivision Homeowners Association, Inc., a Florida corporation, and

THAT the foregoing By-Laws constitute the original By-Laws of said Association as duly appointed at a meeting of the Board of Directors thereof, held on this 29 day of April, 2003.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 29 day of April, 2003.

Ronald J. Shema
Ronald J. Shema, President and Secretary

INSTRUMENT # 1951847
25 PGS

**BY-LAWS
OF
VILLAGE OF WEATHERLY SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**

Page 7

fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas or abandonment of his Lot.

**ARTICLE XII
CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: **Village of Weatherly Subdivision Homeowners Association, Inc.**, a corporation not for profit -Corporate Seal.

**ARTICLE XIII
AMENDMENTS**

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership. Any amendment which would impair the security position of a holder of a mortgage on a lot must be approved by the holder.

Section 2. Amendments which directly or indirectly impact operation and maintenance of the stormwater management or surfacewater management systems, including but not without limitation, all lakes, ditches, canals, management works, and preservation or conservation areas, wetlands and wetland mitigation areas which are owned by the association or the owners in common, may be made after approval by the St. Johns River Water Management District. Such approval shall be in the form of a modification to any and all permits issued by the St. Johns River Water Management District under the lawfully adopted rules of the St. Johns River Water Management District in effect at the time of application for such modification. Amendment to the By-Laws which do not impact operation or maintenance of the system may be made without authorization of the St. Johns River Water Management District; however, copies of any such amendments shall be forwarded to the District within 30 days of approval.

Section 3. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

**ARTICLE XIV
MISCELLANEOUS**

INSTRUMENT # 1951847
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The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of Village of Weatherly Subdivision