

This instrument prepared by:
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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE RIDGE AT VELDA DAIRY**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RIDGE AT VELDA DAIRY ("Declaration") is made and entered into this 20 day of December, 2004, by Booth Holdings Booth Trust, LLC, a Florida limited liability company ("Declarant"), and joined by The Ridge at Velda Dairy Homeowners' Association, a Florida not-for-profit corporation ("Association").

WITNESSETH

WHEREAS, Declarant is the legal owner of certain property located in Leon County, Florida, and more particularly described in **Exhibit "A"** attached hereto and by reference made a part hereof, and

WHEREAS, the Declarant has determined to develop said parcel of real estate into single family residential lots in a subdivision known as "THE RIDGE AT VELDA DAIRY", and

NOW, THEREFORE, Declarant hereby declares that all of the property described in **Exhibit "A"** attached hereto 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.

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ARTICLE I DEFINITIONS

Section 1. "Annexation Notice" means the notice by which additional lands are subjected to the provisions of this Declaration as more particularly described in Article XXIX.

Section 2. "Architectural Committee" means the Architectural Control Committee established pursuant to Article X hereof and initially consisting of Hurley H. Booth, Jr., Britt Hamill, and George Morris.

Section 3. "Articles" means the Articles of Incorporation of the Association filed with the Florida Secretary of State attached as **Exhibit "B"**.

Section 4. "Assessments" mean any assessments made in accordance with this Declaration.

Section 5. "Association" means The Ridge at Velda Dairy Homeowners' Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 6. "Board" means the Board of Directors of the Association.

Section 7. "By-Laws" means the By-Laws of the Association attached as **Exhibit "C"**.

Section 8. "Common Area" means all real property and/or easement rights (and interests therein and improvements thereon) and personal property within the Property, as they exist from time to time, and all additions thereto, which are, or are to be, designated as Common Area by Declarant and, provided for, owned or leased by, or dedicated to, the common use and enjoyment of the Owners, which may include, without limitation, open space areas, irrigation pumps and lines, sidewalks, streets, service roads, alleys, site walls, commonly used utility facilities, project signage, commonly used parking areas and easements, commonly used lighting, entranceways and features. Common Area also includes all portions of the Property that are designated as such by Declarant on any plan or map prepared by Declarant. Common Area does not include any Lots nor any area dedicated to and accepted by a governmental authority.

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Section 9. "Community" means the Community known as The Ridge at Velda Dairy in which the Property is located. The Declarant may, when amending or modifying the description of the Property subject to the operation of this Declaration, also amend or modify the definition of the Community.

Section 10. "Community Completion Date" means the date upon which all Lots in the Community, as ultimately planned and as fully developed, have been conveyed by Declarant to Owners.

Section 11. "Community Standards" mean such standards of conduct, maintenance or other activity, if any, established by Declarant, the Association, the Architectural Committee, the Board or any committee thereof relating to, amongst other things, activities described in Article X hereof.

Section 12. "Declarant" means Booth Holdings Booth Trust, LLC, a Florida limited liability company, its specific designees, successors and assigns, if such successors or assigns should acquire more than one unimproved lot from any Declarant for the purpose of development and such successor or assign has received a written assignment of Declarant's rights hereunder. "Declarant" includes the singular and the plural as the context may require.

Section 13. "Declaration" means this Declaration of Covenants, Conditions and Restrictions for The Ridge at Velda Dairy as amended from time to time.

Section 14. "Exclusive Common Area" means those portions of the Common Area which have been restricted to use by less than all Owners.

Section 15. "Home" means a residential dwelling and appurtenances thereto constructed or placed on a Lot within the Property.

Section 16. "Lender" means the holder, insurer or guarantor of a first mortgage encumbering a Lot.

Section 17. "Lot" means a parcel of real property upon which a Home has, or will, be constructed or located. Once improved, the term Lot shall include the Home and all improvements thereon and appurtenances thereto. The term Lot, as used herein, may or may not reflect the same division of property as exists on the underlying Plat affecting the Property.

Section 18. "Management Firm" means the firm designated by the Declarant and/or Association as the Manager of those portions of the Property that they are, respectively, obligated to operate and/or manage hereunder, if any.

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Section 19. "Master Plan" means the proposed Master Plan for the development of the Community, as it exists as of the date of recording this Declaration, including the Planned Unit Development zoning requirements and the Plat hereinafter defined, all the requirements of which are incorporated herein by reference. The Master Plan is subject to change as set forth herein. References to the Master Plan are for the purpose of identifying the various Lots and Common Areas that are subjected by Declarant to the provisions hereof and shall not be deemed to obligate the Declarant to do so, or, be deemed to be a representation by Declarant as to the development of the Community or its amenities.

Section 20. "Operating Costs" mean all costs of ownership, operation and administration of the Association and Common Area to be paid by the Association hereunder, including, but not necessarily limited to, funds expended by Declarant prior to conveyance and/or dedication of the Common Area, utilities, taxes, insurance, bonds, salaries, management fees, professional fees, administrative costs, service costs, supplies, maintenance, repairs, replacements and refurbishments and any and all costs relating to the discharge of the obligations hereunder or as determined to be part of the Operating Costs by the Association as provided herein.

Section 21. "Owner" means the record owner, whether one or more persons or entities, of fee simple title to any Lot that is part of the Property, including contract sellers. The term "Owner" does not include Declarant, or those persons or entities designated by Declarant, or a Lender or those having an interest in a Lot or a portion of the Property merely as security for the performance of an obligation.

Section 22. "Plat" means to the plat of the Property of The Ridge at Velda Dairy as filed in the Public Records of Leon County, Florida, as the same may be amended by Declarant from time to time.

Section 23. "Property" means that certain real property described in **Exhibit "A"**, subject to additions or deletions as may be brought within or deleted from the provisions and applicability of this Declaration.

Section 24. "Public Records" means the Public Records of Leon County, Florida.

Section 25. "Rules and Regulations" mean the Rules and Regulations affecting the Properties as adopted from time to time.

Section 26. "Special Assessments" mean those Assessments more particularly described as Special Assessments in Article VIII hereof.

Section 27. "Withdrawal Notice" means the notice by which portions of the Property are withdrawn from the provisions of this Declaration as more particularly described in Article XXIX hereof.

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ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every Owner, and its immediate family, tenants, guests and invitees, and every owner of an interest in the Property, shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Area which it is entitled to use for, their intended purpose, subject to the following provisions:

(a) The right of Declarant to restrict the use of certain portions of the Common Area to the Owners of certain Lots as Exclusive Common Area.

(b) Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended.

(c) The right to suspend the voting right and right to use all (except ingress and egress and necessary utilities) or a portion of the Common Area by an Owner, its immediate family, etc., for any period during which any assessment against that Owner remains unpaid and for a period not to exceed sixty (60) days for any infraction of Rules and Regulations governing the use of the Common Area.

(d) The right of Declarant and/or 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. No such dedication or transfer is effective prior to the Community Completion Date without prior written consent of Declarant.

(e) The right of Declarant and/or Association to modify the Common Area as set forth in this Declaration.

(f) The rights of Declarant and/or Association regarding the Property, as reserved in this Declaration, including the right to utilize the same and to grant use rights, etc. to others.

(g) Rules and Regulations adopted governing use and enjoyment of the Common Area.

Section 2. Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Area to occupants or lessees of that Owner's Home subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated from time to time. A copy of the lease or occupancy agreement shall be provided to the Association. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

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ARTICLE III
BINDING AGREEMENT, MEMBERSHIP AND VOTING RIGHTS

Section 1. Agreement. Each Owner, by acceptance of title to a Lot, and any person claiming by, through or under such Owner, agrees to be subject to this Declaration and the provisions hereof. The provisions of this Declaration are equitable servitudes and run with the land.

Section 2. Transfer. The transfer of the fee title to a Lot, whether voluntary or by operation of law, terminating the Owner's title to that Lot shall terminate the Owner's rights to the use and enjoyment of the Common Area as it pertains to that Lot. An Owner's rights and privileges under this Declaration are not separately assignable. The Owner of each Lot is entitled to the benefits of, and is burdened with the duties and responsibilities according to, the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Lot shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon, its predecessor in title pursuant to the provisions of this Declaration.

Section 3. Membership. Upon acceptance of title to a Lot and as more fully provided in the Articles and By-Laws, each Owner becomes a Class A member of the Association. In addition to those rights granted herein, membership rights also are governed by the provisions of the Articles and By-Laws. Membership is an appurtenance to, and may not be separated from, the ownership of a Lot.

The Association has two (2) classes of voting membership:

Class A. Class A members are entitled to one (1) 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 may be exercised as they determine, but in no event may more than one (1) vote be cast with respect to any Lot.

Class B. The Declarant is the Class B member of the Association. Class B members are entitled to three (3) votes for each Lot owned. The Class B membership ceases and will be converted to Class A membership upon any of the events specified in Article XXVII, Section 13.

Section 4. Voting Rights. Voting rights in the Association are governed by the provisions of the Articles and By-Laws.

Section 5. Restrictions. Neither the Association nor any Owner or group of Owners may record any legal documents that, in any way, affect or restrict the rights of

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Declarant or conflict with the provisions of this Declaration without the prior written consent of Declarant.

**ARTICLE IV
OPERATION OF COMMON AREA/COMMUNITY DEVELOPMENT
FACILITIES**

Section 1. Prior to Conveyance. Prior to the conveyance or dedication of portions of the Property to the Association that portion of the Property shall be owned, operated and administered by the Declarant, at the sole cost of the Association, for all purposes and uses reasonably intended, as Declarant in his sole discretion, deems appropriate. During such period, the Declarant shall own, operate and administer such Property without interference from any Owner or Lender or any other person or entity whatsoever. Upon conveyance and/or dedication, such Property shall become Common Area.

Section 2. Operation after Conveyance. After the conveyance or dedication of all or a portion of the Common Area to the Association, the portion of the Common Area so dedicated shall be owned, operated and administered by the Association for use and benefit of the owners of all property interests in the Property, including, but not limited to, Association, Declarant, Owners and Lenders. Once conveyed or dedicated to the Association, title to the Common Area may not, subject to the Association's right to grant easements, etc., be conveyed, abandoned, alienated, encumbered or transferred, without: (i) if prior to the Community Completion Date, the prior written consent of Declarant being first had and obtained; and (ii) thereafter, the prior written consent being obtained from the Board and Owners in the manner provided in Article XXIX, Section 10, hereof; and (iii) the prior written consent of the Declarant being first had and obtained.

Section 3. Construction of Facilities. Declarant may construct, at its sole cost and expense, certain improvements as part of the Common Area together with personalty contained therein, including, but not limited to a pool, and such other improvements and personalty as Declarant determines, in its sole discretion. Declarant is the sole judge of the composition of such improvements. Prior to the Community Completion Date, Declarant reserves the absolute right to, from time to time, in its sole discretion, construct additional Common Area improvements within the Community and to remove, add to, modify and change the boundaries, facilities and improvements now or then part of the Common Area. Declarant is not obligated to, nor has it represented that it would, modify or add to the facilities, improvements or Common Area as they are contemplated as of the date hereof.

Declarant is the sole judge of the foregoing, including the plans, specifications, design, location, completion schedule, materials, size and contents of the improvements or Common Area or changes or modifications thereto.

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Section 4. Delegation. Once conveyed or dedicated to the Association, the Common Area and improvements located thereon, shall, subject to the provisions of this Declaration, at all times be under the complete supervision, operation, control and management of the Association. The Association may delegate all or a portion of such supervision, operation, control and management to other parties or entities as it deems appropriate.

Section 5. Use. The Common Area shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of the Association) entitled to use those portions of the Common Area. Prior to the Community Completion Date, the Declarant, and thereafter, the Association, has the right, at any and all times, and from time to time, to further additionally provide and make the Common Area available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

Section 6. Rules. Prior to the Community Completion Date, the Declarant, and thereafter the Association, has the right to adopt rules and regulations governing the use of the Common Area. The Rules and Regulations attached hereto are adopted as the initial rules and regulations governing, amongst other things, the use of the Common Area.

Section 7. Exceptions. The Rules and Regulations do not apply to Declarant, or its designees, or to any property owned by Declarant or its designees, and shall not be applied in a manner which would prohibit or restrict the development of the Community, Property and the development, construction and sale of any Lot by Declarant or its designees. Specifically, subject to the provisions of Article XXVI, and without limitation, Declarant, and/or its assigns, have the right to: (i) develop the Property and construct improvements on any Lot and related improvements within the Property, and make any additions, alterations, improvements, or changes thereto; (ii) maintain customary and usual sales, general and administrative office and construction operations on the Property; (iii) place, erect or construct portable, temporary or accessory buildings or structures upon the Property for sales, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any of the Property, Lots or Homes; (v) post, display, inscribe or affix to the exterior of a Lot, Home, or upon the Property, signs and other materials used in developing, constructing, selling or promoting the sale of the Property, Lots and Homes; (vi) excavate fill from any waterways within and/or contiguous to the Property by dredge or dragline, store fill on the Property and remove and/or sell excess fill; and (vii) grow or store plants and trees within, or contiguous to, the Property and use and/or sell excess plants and trees; and (viii) undertake all activities which, in the sole and unrestricted discretion of Declarant are necessary for the

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development and sale of the Property or any lands or improvements therein, Lots and Homes.

Section 8. Default. No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Property and/or Common Area, or any other act of omission by any of them, shall be construed or considered: (a) as a breach by Declarant, or Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) as an actual, implied or constructive dispossession of another Owner from the Common Area; or (c) as an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

Section 9. Agreements as to Community Matters. This Declaration allows for the provision of Common Area maintenance and other matters relating to the Community as a whole. Each Owner shall, if requested by the Declarant and/or Association, enter into agreements relating to any of the same.

Section 10. Water Mains. In the event a utility company must remove, or requires the Association and/or any Owner to remove, any portion of a driveway that is constructed of concrete and on the Common Area, then the Association will be responsible to replace or repair the driveway at the Association's expense. Notwithstanding, if an Owner constructs a driveway on the Common Area subsequent to purchasing a Lot, the Owner will be responsible to replace or repair the driveway at the Owner's expense.

Section 11. Conveyance. Within sixty (60) days after the Community Completion Date, or earlier as determined by Declarant in its sole discretion, all or portions of the Common Area may be dedicated or conveyed by Plat, or by written instrument recorded in the Public Records, or by Quit Claim Deed from Declarant to the Association. The dedication or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. The Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership, operation, maintenance and administration of the dedicated or conveyed portions of Common Area and other obligations relating to the Common Area imposed herein. The Association shall, and does hereby, indemnify and hold Declarant harmless on account thereof. The Association shall be obligated to accept such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Common Area, personal property and any equipment thereon and appurtenances thereto shall be dedicated or conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREA BEING



CONVEYED. The Association shall pay all costs associated with the dedication or conveyance(s).

Section 12. Designation of Operating Entity. The Declarant shall have the right, but not the obligation, in its sole discretion, to: (i) designate the Association to operate, at the expense of the Association, portions of the Property prior to, or in the absence of, dedication or conveyance; and (ii) relinquish and/or assign to the Association some or all of the rights reserved to Declarant herein. The Association shall be obligated to accept such designation and assignments and fulfill the obligations relating thereto.

Section 13. Disputes as to Use. If there is any dispute as to whether the use of any portion of the Property complies with this Declaration, or the allocation of Operating Costs relating thereto, such dispute shall, prior to the Community Completion Date, be decided by Declarant, and thereafter by the Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

Section 14. Other Property. The Declarant and/or Association may enter into easement agreements or other use or possessory agreements whereby the Owners and/or Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. The Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, replacement or maintenance of such property, the expenses of which shall be Operating Costs. Any such agreement by the Association prior to the Community Completion Date, shall require the prior written consent of Declarant.

Section 15. Indemnification. The Association and each Owner covenants and agrees, jointly and severally, to indemnify, defend and hold harmless Declarant and any related persons or corporations, and their employees, from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Area, or other property serving the Association or Owners, and improvements thereon, or resulting from or arising out of activities or operations of the Association or Owners, and from and against all costs, expenses, court costs, counsel fees (including, but not limited to, all trial and appellate levels and whether or not a suit is instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. The costs and expenses of fulfilling this covenant of indemnification shall be Operating Costs to the extent such matters are not covered by insurance maintained by the Association.



ARTICLE V MAINTENANCE OBLIGATIONS

Section 1. Common Area. Except as otherwise specifically provided in this Declaration to the contrary, the Association shall at all times maintain, repair, replace and insure the Common Area, including all improvements placed thereon.

Section 2. Lots. Except as otherwise provided in this Declaration, each Lot and all improvements thereon and appurtenances thereto, shall be maintained in first class condition by the Owner thereof, in accordance with the requirements of the Declaration, Community Standards, and the Rules and Regulations promulgated from time to time.

Section 3. Lawn Maintenance and Irrigation. Each Owner shall cut and trim the front, side and back lawns of the Lot owned by such Owner. Owners may not use the common area irrigation system to irrigate lawns or plantings on a Lot.

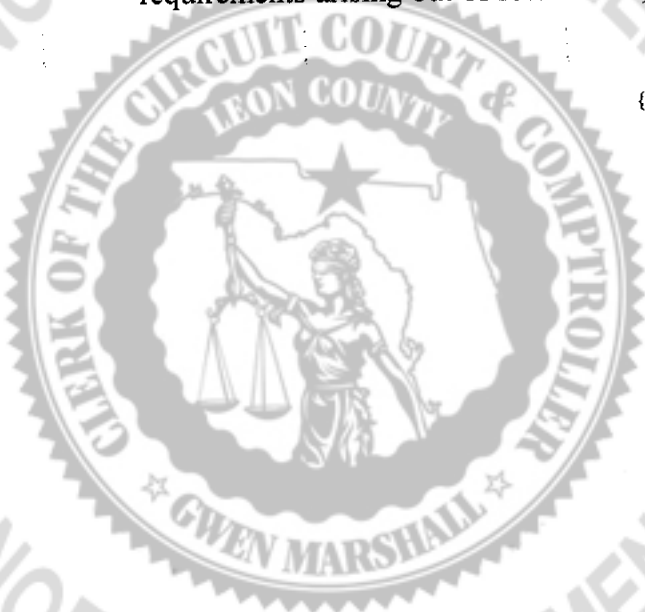
Section 4. Negligence. Notwithstanding anything to the contrary contained in this Declaration, the expense of any maintenance, repair or construction of any portion of the Common Area necessitated by the negligent or willful acts of an Owner, or persons utilizing the Common Area by, through or under an Owner, shall be borne solely by such Owner, and the Lot owned by that Owner will be subject to a Special Assessment for that expense.

Section 5. Right of Entry. The Declarant and Association are granted a perpetual and irrevocable easement over the Property for the purposes herein expressed, including the right to inspect (including inspection to ascertain compliance with the provisions of this Declaration) or to perform any maintenance, alteration or repair which they are entitled to perform.

Section 6. Additional Maintenance. The Association shall, if designated by Declarant by notice to the Association, maintain vegetation, landscaping, sprinkler system, community identification or features and/or other elements designated by Declarant upon areas which are not within the Property but abut, or are proximate to, same and are owned by, or dedicated to, others, including, but not limited to, a utility, governmental or quasi-governmental entity, so as to enhance the appearance of the Property or Community. These areas may include (for example and not limitation) swale areas or median areas within the right of way of public streets, lawns, roads, drainage areas, community identification or features, community signage or other identification and/or areas within canal rights of ways or other abutting waterways.

Section 7. Restrictions. The Property may be subject to governmental restrictions or requirements. There may be various rights granted to and responsibilities imposed upon the Association and/or Owners arising from those governmental restrictions or requirements arising out of restrictions, reservations, easements and limitations of record

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otherwise affecting the Property. The Association and Owners shall comply with same, and discharge their respective duties relating thereto.

ARTICLE VI USE RESTRICTIONS

(a) Each Owner and its tenants, and the members of their respective families, invitees, servants, occupants and guests, and other persons or entities, shall observe, and comply with all Rules and Regulations which now or may hereafter be promulgated from time to time for the use, care, safety and cleanliness of the Property, for the preservation of good order therein, and for the comfort, quiet and convenience of all users of the Property. The Rules and Regulations as promulgated from time to time shall be effective from the date of adoption. Neither the Declarant nor the Association is bound by the Rules and Regulations or liable to any Owner due to any violation of the Rules and Regulations as promulgated from time to time. The Rules and Regulations promulgated from time to time shall be specifically enforceable by injunction or otherwise and shall have the effect of covenants as if set forth herein verbatim. The Association may impose a fine against an Owner for failure to comply with the Rules and Regulations.

(b) Subject to the terms of this Declaration, the Articles and By-Laws, the Association has the authority to make any additional capital improvements upon the Common Area necessary to provide facilities or services specifically designed to meet the requirements of the Fair Housing Amendments Act of 1988.

ARTICLE VII INSURANCE

The Association shall maintain, unless it is reasonably determined that such insurance is unavailable or cost prohibitive, the following insurance coverages:

Section 1. Liability Insurance. Commercial general liability insurance coverage, providing coverage and limits deemed appropriate. Such policies must provide that they may not be canceled or substantially modified by any party without at least thirty (30) days' prior written notice to the Declarant (until the Community Completion Date) and the Association.

Section 2. Other Insurance. Such other insurance coverages as appropriate from time to time. All coverages obtained by the Association must cover all activities of the Association and all properties maintained by the Association, whether or not the Association owns title thereto.

Section 3. Homes. Each Owner must maintain adequate insurance to provide sufficient proceeds to rebuild its Home and related improvements in the event of casualty.



The Home shall be rebuilt promptly after casualty. Proof of such insurance shall be provided to the Association upon request.

Section 4. Fidelity Bonds. If available, a blanket fidelity bond for all officers, directors, trustees and employees of the Association, and all other persons handling or responsible for funds of, or administered by, the Association. In the event the Association delegates some or all of the responsibility for the handling of the funds to a Management Firm, such bonds are required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of, the Association. The amount and terms of the fidelity bond shall be based upon reasonable business judgment.

Section 5. Association as Agent. The Association is irrevocably appointed agent for each Owner relating to the Common Area to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

Section 6. Responsibility. In the event of damage to the Common Area, or any portion thereof, the Association shall be responsible for reconstruction after casualty. In the event of damage to a Lot, or any portion thereof, the Owner shall be responsible for reconstruction after casualty.

Section 7. Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, (subject to modification to conform with the then current governmental regulations) and, prior to the Community Completion Date, as deemed appropriate by Declarant in its sole discretion.

Section 8. Additional Insured. The Declarant and its lender(s) shall be named as additional insureds on all policies obtained by the Association, as their interests may appear.

Section 9. Cost of Payment of Premiums. The costs of all insurance maintained by the Association hereunder, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof, are Operating Costs.

ARTICLE VIII COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Subject to the provision of Section 11 of this Article, the Declarant, for each Lot owned within the Property, covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees 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

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provided; and (3) Special Assessments against individual Owners under Article XXI of this Declaration. The annual and Special Assessments, together with interest, late fees, costs and reasonable attorneys' 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 assessment, together with interest, late fees, costs, and reasonable attorneys' fees, shall also 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 of the Property, and for the improvement and maintenance of the Common Area, and for the exterior maintenance under Article XXI of this Declaration.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance by Declarant of the first Lot to an Owner, the maximum annual assessment shall be Five Hundred and no/100 Dollars (\$500.00) 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 twenty-five percent (25%) above the 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 twenty-five percent (25%) 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 may increase the annual assessment at any time to an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments 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 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 Sections 3 and 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 proxies entitled to cast a majority of all the votes of members shall constitute a quorum.

Section 6. Uniform Rate of Assessment and Collection. Both annual and Special Assessments, other than assessments under Article XXI of this Declaration, shall be fixed at a uniform rate for all Lots except as is provided by Section 11 hereinafter. Assessments may be collected on an installment basis at the discretion of the Board.

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 substantial completion of landscape improvements on the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board 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 date of the annual assessment shall be January 1 of each year. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments 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. Collection of Assessments; Effect of Nonpayment of Assessments; Remedies of the Association. If any Assessment is not paid within fifteen (15) days after the due date, a late fee of \$5.00 per month, together with interest in an amount equal to 18% percent (not to exceed the maximum rate allowable by law), per annum, beginning from the due date until paid in full, may be levied. The Association may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot, or both. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' (and paralegals) fees, at all levels of proceedings, including collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use, the Common Area, or abandonment of a Lot.

Section 9. Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to bona fide first mortgages on any Lot, if the mortgage is recorded in the public records prior to the filing of a claim of lien as set forth in this Declaration. The lien shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a foreclosure of a bona fide first mortgage, or the lien of the Declarant, in which event, the acquirer of title, its successors and assigns, shall not be



liable for Assessments encumbering the Lot or chargeable to the former owner of the Lot which became due prior to such sale or transfer. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of the Operating Costs. Any sale or transfer pursuant to a foreclosure shall not relieve the Owner from liability for, nor the Lot from the lien of, any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

Section 10. Exempt Property. All property dedicated to, and accepted by, a local public authority, and all property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida, shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Obligations of Declarant. Notwithstanding anything herein to the contrary, Declarant shall be exempt from the payment of assessments against Lots owned by Declarant and held for sale in the normal course of business; provided, however, that this exemption shall not apply to any Lot owned by Declarant upon which has been constructed a dwelling unit; and provided further, that the Declarant's exemption from payment of assessments shall terminate upon termination of Class "B" membership in the Association or upon Declarant's written waiver of this exemption, whichever event shall first occur. Declarant covenants and agrees that, so long as this exemption is in effect, Declarant shall pay on behalf of, or reimburse the Association, all expenses incurred by the Association in the performance of duties hereunder, exclusive of reserves, in excess of the amount of assessments levied against Owners other than Declarant; provided, however that in no event shall Declarant be liable for payment of an obligation in excess of the amount Declarant would be obligated to pay if this exemption from payment of assessments were not in effect. The Declarant's obligation hereunder shall not apply to nor include new capital improvements made to Common Areas within the properties from and after the date of the termination of Class "B" membership.

ARTICLE IX EASEMENTS

Section 1. Roadway, Utility and Drainage Easements. The Declarant hereby reserves, excepts, imposes, grants and creates non-exclusive, perpetual easements to and on behalf of the Declarant, the Association, the Owners, their grantees, heirs and successors in interest for ingress and egress, utility, drainage and landscape purposes as depicted on the Plat of The Ridge at Velda Dairy, as the same may be amended by Declarant from time to time.

Section 2. Easement for Maintenance of Landscaping and Entrance. The Declarant hereby reserves, excepts, imposes, grants and creates a non-exclusive easement

{TL057053;1}16



for the maintenance of any landscaping over and across the property depicted as a landscape and entrance area on the Plat of The Ridge at Velda Dairy.

Section 3. Maintenance and Interference. Each easement provided for herein will be maintained by the Association until such time as the property encumbered by the easement has been dedicated and accepted by the local governmental authority and the local governmental authority has assumed such maintenance. The local governmental authority shall not have responsibility for maintenance of the streets and street-related drainage facilities located on the Property unless and until the local governmental authority accepts such maintenance responsibility, and the local governmental authority shall not be responsible for utility trench lines or trench line failures. Within these easements, no structure, planting or other material which may interfere with the use and purpose of the easements shall be placed or permitted to remain.

Section 4. Conservation and Natural Areas. There is hereby reserved and created a perpetual easement for natural or buffer areas and a perpetual conservation easement over and across the properties described as such on the Plat.

Section 5. Ingress and Egress. An easement for ingress and egress is hereby created for pedestrian traffic over, through and across sidewalks, paths, walks, driveways, alleys, passageways and lanes as the same, from time to time, may exist upon, or be designed as a part of, the Common Area, and for vehicular traffic over, through and across such portions of the Common Area as, from time to time, may be paved and intended for such purposes. The use of the ingress and egress easements shall be subject to such restrictions as to usage and Rules and Regulations as promulgated from time to time by the Declarant and/or Association. Specific and/or additional easements may also be created from time to time by Declarant and/or Association in accordance with the provisions hereof.

Section 6. Of Record. The Property is subject to easements, reservations, restrictions, conditions, declarations and limitations of record, now or hereafter created. In the event Declarant or Declarant's nominees, or an entity affiliated with either of them, files or joins in additional matters of record relating to all or a portion of the Community which effect the Property, then the Property shall be subject to the terms thereof as if they were recorded prior to the recording of this Declaration.

Section 7. Development Easement. In addition to the rights reserved elsewhere herein, Declarant reserves an easement for itself or its nominees and creates an easement in favor of the itself and such other parties over, upon, across, and under the Property as may be required in connection with the development of the Community, Property, and other lands designated by Declarant and to promote or otherwise facilitate the development, construction and sale and/or leasing of Lots and Homes, and other lands designated by Declarant.



Section 8. Easement for Encroachments. In the event that any improvement upon the Common Area or a Lot, as originally constructed, shall encroach upon any other unimproved property thereon, then an easement appurtenant to the encroachment shall exist for so long as the encroachment continues.

Section 9. Permits, Licenses and Easements. Prior to the Community Completion Date, the Declarant, and thereafter the Association, shall, in addition to the specific rights reserved to Declarant herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through the Property (including Lots and/or Homes) for cable t.v., security systems, utilities, roads, and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to Declarant, and, thereafter, to the Association, an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

Section 10. Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across the Property (including Lots, and Homes) for the reasonable and necessary maintenance of Common Area, utilities, cables, wires and other similar facilities.

Section 11. Drainage. A nonexclusive easement shall exist in favor of Declarant and the Association, and their designees, over, across and upon the Property for drainage and water management purposes. An easement for ingress, egress and access shall exist for such parties to enter upon and over any portion of the Property (including Lots and Homes) in order to construct, maintain or repair, as necessary, any water management areas and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage of the Property and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through the Property and/or water management areas and facilities or otherwise interfere with any drainage and/or easement provided for in this Article or the use rights set forth elsewhere in this Declaration. Lot setbacks, described in Article XIV of this Declaration, shall serve as prescriptive drainage cross-easements allowing uphill and adjacent properties stormwater access to the master stormwater management facilities. Each Owner shall use reasonable efforts to direct storm and surface water from such Owner's Lot to the stormwater management facility without increasing the stormwater impact to adjacent Lots.



ARTICLE X ARCHITECTURAL CONTROL

Section 1. Architectural Review and Approval. It is the intent of this Declaration to create a general plan and scheme of development of the Property of high quality. Accordingly, the Architectural Committee shall have the right to approve or disapprove all architectural, landscaping and location of any proposed improvements within the Property by Owners other than Declarant or its respective nominees. The Architectural Committee shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, and location of any proposed improvements, relationship to surrounding structures and topography and as to conformity with such other reasonable requirements as shall be adopted by Architectural Committee. The Architectural Committee may only approve such architectural plans for the construction of Homes that Declarant has designated as approved plans. The Architectural Committee may, in its sole discretion, impose standards for construction and development which may be greater or more stringent than standards prescribed by applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of Declarant, which may be granted or denied in its sole discretion.

Section 2. Master Plan. The Declarant has platted the Property and established an overall Master Plan. However, notwithstanding the above or any other document, brochure or plan, the Declarant reserves the right to modify the Plat, Master Plan or any site plan, at any time, as it deems desirable, in its sole discretion and in accordance with applicable laws and ordinances.

Section 3. Community Standards. Each Owner and its contractors and employees must observe and comply with the Community Standards which now or may hereafter be promulgated from time to time. The Community Standards are effective from the date of adoption. The Community Standards are specifically enforceable by injunction or otherwise and have the effect of covenants as if set forth herein verbatim.

Section 4. Architectural Control Committee. The Architectural Committee shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions relating to the Community. The Architectural Committee shall consist of a minimum of two (2) members who shall initially be named by the Declarant and who shall hold office at the pleasure of the Declarant. Until the Community Completion Date, the Declarant shall have the right to change the number of members on the Architectural Committee, and to appoint, remove and replace all members of the Architectural Committee. The Declarant shall determine which members of the Architectural Committee shall serve as its chairman and co-chairman. In the event of the failure, refusal or inability to act of any of the members



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appointed by the Declarant, the Declarant shall have the right to replace any member within thirty (30) days of such occurrence. If the Declarant fails to replace that member, the remaining members of the Architectural Committee shall fill the vacancy by appointment. At the Community Completion Date, or at such earlier date as Declarant in its sole discretion elects, the Declarant shall assign such rights to the Association.

Section 5. Membership. There is no requirement that any member of the Architectural Committee be either a member of the Association or an Owner.

Section 6. Quorum. A majority of the Architectural Committee shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the Architectural Committee. In lieu of a meeting, the Architectural Committee may act in writing.

Section 7. Duties of the Architectural Committee. No material improvements, change in color, landscaping, or augmentation of existing landscaping which is visible from the exterior of the Home shall be constructed, erected, removed, planted or maintained, nor shall any material addition to or any change, replacement or alteration of the improvements constructed by Declarant which is visible from the exterior of the Home be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of same is submitted to and approved in writing by the Architectural Committee. The Architectural Committee may only approve architectural plans for the construction of Homes that Declarant has designated as approved plans. The plans and specifications must include, without limitation, the following information:

- (1) Building plans showing floor plans and front, side and rear elevations.
- (2) Exterior finish schedule showing material, style and color for all surfaces.
- (3) Site plan showing location of buildings, drives, parking areas, sidewalks and all other improvements.
- (4) The contractor who will perform and be responsible for all work, his telephone number and address.
- (5) A landscape plan which may be submitted after construction commences, but must be approved by the Architectural Committee and implemented before occupancy.

Section 8. Procedure. Each owner shall, in applying for the approval of the Architectural Committee, follow the procedures below:

- (a) Each applicant shall submit an application to the Architectural Committee with respect to any proposed improvement or material change in an improvement, together with the required information and fee(s) as established by the Architectural Committee. The application shall include such information as may be required by the application form adopted by the Architectural Committee. The Architectural Committee

{TL057053;1}20



also may require submission of samples of building materials and proposed colors. At the time of such submissions, the applicant shall, if requested, submit to the Architectural Committee, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and a surface water drainage plan showing existing and proposed design grades, contours relating to the pre-determined ground floor finish elevation, pool plans and specifications, and a time schedule for completion, all as reasonably specified by the Architectural Committee.

(b) In the event the information submitted to the Architectural Committee is, in the Architectural Committee's opinion, incomplete or insufficient in any manner, the Architectural Committee may request and require the submission of additional or supplemental information. The Owner must comply with the request within 15 days.

(c) No later than thirty (30) business days after receipt of all information required by the Architectural Committee for final review, the Architectural Committee shall approve or deny the application in writing. The Architectural Committee shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the Architectural Committee's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the Architectural Committee shall consider the suitability and aesthetics of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, harmony with the surrounding area and the effect on adjacent or neighboring property. In the event the Architectural Committee fails to respond within thirty (30) days, the plans and specifications are deemed approved by the Architectural Committee.

(d) Construction of all improvements shall be completed within the time period set forth in the application and approved by the Architectural Committee.

(e) In the event that the Architectural Committee disapproves any plans and specifications, the applicant may request a rehearing by the Architectural Committee to re-review the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the Architectural Committee, unless applicant waives this time requirement in writing. The Architectural Committee shall make a final written decision no later than thirty (30) days after such meeting. In the event the Architectural Committee fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed approved.

(f) Upon continued disapproval, and unless the members of the Board and Architectural Committee are the same, the applicant may appeal the decision of the Architectural Committee to the Board within thirty (30) days of the Architectural



Committee's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the applicant's request. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications will be deemed approved. The Board shall make a final decision no later than thirty (30) days after such meeting. In the event the Board fails to provide a written decision within thirty (30) days after the meeting, the plans and specifications will be deemed approved. The decision of the Architectural Committee, or if appealed, the Board, is final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

Section 9. Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the Architectural Committee are subject to the approval of the Architectural Committee in the same manner as required for approval of original plans and specifications.

Section 10. Variances. The Association or Architectural Committee has the power to grant variances from any requirements set forth in this Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance does not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Community Standards on any other occasion.

Section 11. Permits. In connection with any approved improvements, the Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

Section 12. Excavation. The Architectural Committee may establish and specify for any Lot, prior to construction, standards and requirements relating to excavation, dirt and fill storage, digging, back filling, etc., for utility trenches and house construction, the color and composition of roofing materials, color and composition of bricks, stucco or siding, types of windows and the style of architecture. Such standards and requirements may include, but not necessarily be limited to the following: off-site storage of fill, dirt or construction debris; stockpiling of fill from utility trenches; back filling utility trenches; and the general appearance of the houses. Such standards and requirements may vary from Lot to Lot and may be imposed by the Architectural Committee in its sole discretion so as to minimize disruption of trees, tree roots, existing ground cover or other natural features. Indiscriminate grading or trenching will be strictly forbidden to minimize harm to natural features which protect and enhance the beauty and privacy of the entire Property and to encourage the aesthetic standards of the neighborhood. Standards and requirements established by the Architectural Committee may be modified or changed from time to time.



Section 13. Drainage. Notwithstanding anything contained herein to the contrary, no change shall negatively affect drainage or drainage facilities serving either the Lot or the Community, without proper remediation as required by the Architectural Committee. Lot setbacks, described in Article XIV of this Declaration, shall serve as prescriptive drainage cross-easements allowing uphill and adjacent properties stormwater access to the master stormwater management facilities.

Section 14. Solar Devices. To the fullest extent permitted by law, the Architectural Committee has the right to regulate the design, aesthetics, placement, and method of affixing solar collectors or other energy devices based upon renewable resources. These rights are reserved to the Architectural Committee for the health, safety and welfare of not only the Owner desiring to install such collectors or devices, but for the protection of all Owners in the Community. It is not the intent of this Section to prohibit or have the affect of prohibiting such collectors and/or devices.

Section 15. Television reception devices. No exterior television antenna may be constructed or placed on a Home or elsewhere on a Lot. Each Owner may install a television satellite dish not in excess of twenty (20) inches in diameter, subject to prior written approval by the Architectural Committee, obtained in accordance with this Article, of the design, aesthetics, placement, and method of affixing the satellite dish.

Section 16. Construction by Owners. The following provisions govern construction activities after consent of the Architectural Committee has been obtained:

(a) Each Owner shall deliver to the Architectural Committee copies of all construction and building permits as and when received by the Owner. Each construction site in the Community shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Area and other such areas in the Community shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in the Community, and no construction materials shall be stored in the Community, subject, however, to such conditions and requirements as may be promulgated by the Architectural Committee. All refuse and debris shall be removed or deposited in a confined or screened area on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Common Area or other Lots in the Community or be placed anywhere outside of the Lot upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. All construction activities shall comply with such additional rules and regulations relating to the construction site as promulgated by the Architectural Committee from time to time.



(b) Each Owner is responsible for ensuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its contractors. In the event of any violation of any such terms or conditions by any contractor, or, in the opinion of the Architectural Committee, the continued refusal of any contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the Architectural Committee shall have, in addition to the other rights hereunder, the right to prohibit the violating contractor from performing any further services in the Community.

(c) The Architectural Committee may, from time to time, adopt standards governing the performance or conduct of Owners and contractors within the Community. Each Owner and contractor shall comply with such standards and cause its respective employees to also comply with same. The Architectural Committee may also promulgate requirements to be inserted in all contracts relating to construction within the Community and, if so, each Owner shall include the same therein.

Section 17. Inspection. There is specifically reserved to the Association and Architectural Committee, and to any agent or member of either of them, the right of entry and inspection upon any portion of the Property for the purpose of determination whether any violation exists of the terms of any approval, the terms of this Declaration or the Community Standards.

Section 18. Violation. If any improvement is constructed or altered without prior written approval of the Architectural Committee, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of the Association or Architectural Committee, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees incurred by the Association or Architectural Committee. The costs and fees shall be deemed a Special Assessment and enforceable pursuant to the provisions of this Declaration. The Architectural Committee and/or Association is specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards by any legal or equitable remedy.

Section 19. Court Costs. In the event of litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, the Association and/or Architectural Committee is entitled to recover court costs, expenses and attorneys' (and paralegals') fees.

Section 20. Certificate. In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the Architectural Committee, the Association and/or Architectural Committee may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Lot stating that the improvements on the Lot fail to meet the



requirements of this Declaration and that the Lot is subject to further enforcement remedies.

Section 21. Fines. In the event of a violation of the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the Architectural Committee, the Association shall also have the right to levy a fine against the non-complying party of up to \$25.00 per day until the violation is cured. The fine shall be a Special Assessment and enforceable pursuant to the provisions of this Declaration.

Section 22. Certificate of Occupancy. Prior to the occupancy of any improvement constructed or erected on any Lot by other than Declarant, or its designees, the Owner thereof shall obtain a certificate of occupancy from the appropriate governmental authority.

Section 23. Community Standards. The Association may, from time to time, adopt, publish or modify Community Standards. The Community Standards shall not require any Owner to alter any approved improvements previously constructed.

Until the Community Completion Date, the prior consent of Declarant concerning the adoption of, and any changes to, the Community Standards must first be had and obtained, which may be granted in its sole discretion.

Section 24. Exemption. Notwithstanding anything to the contrary contained herein or in the Community Standards, any improvements of any nature made or to be made by the Declarant including, without limitation, improvements made or to be made to the Common Area, or any Lot, are not subject to the review of the Architectural Committee, Association, or the provisions of the Community Standards.

Section 25. Exculpation. Neither the Declarant, the Association, the directors or officers of the Association, the Architectural Committee, the members of the Architectural Committee, nor any person acting on behalf of any of them, shall be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence or any action of the Declarant, the Association, Architectural Committee or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns, that, by acquiring title to a Lot, it will not bring any action or suit against the Declarant, the Association or their respective directors or officers, the Architectural Committee or the members of the Architectural Committee, or their respective agents, in order to recover any damages caused by the actions of the Declarant, Association, or Architectural Committee or their respective members, officers, or directors in connection with the provisions of this Article. The Association will indemnify, defend and hold the Declarant and the Architectural Committee and each of its members, officers, or directors harmless from all costs, expenses, and liabilities,

{TL057053;1}25



including attorneys' fees, of all nature resulting by virtue of the acts of the Owners, Association, Architectural Committee or their members, officers and directors. Neither the Declarant, the Association or its directors or officers, the Architectural Committee or its members, nor any person acting on behalf of any of them, shall be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval is solely responsible for the sufficiency thereof and for the quality of construction.

ARTICLE XI LAND USE AND BUILDING TYPE; MATERIALS

No Lot shall be used except for residential purposes and such other purposes set forth in this Declaration. No building or other improvement of any type shall be erected, altered, installed, placed or permitted to remain on any Lot other than a detached single family residence together with customary outbuildings and swimming pool as approved by the Architectural Committee. All driveways must be concrete. All residences will be a minimum of forty percent (40%) brick on the exterior. The remaining sixty percent (60%) will be materials of hardi-board or stucco/EFIS siding approved by the Architectural Committee. No vinyl siding will be allowed. All residences will have a minimum 6/12 pitch roof and be covered with architectural shingles approved by the Architectural Committee. All residence mailboxes will be brick to match the front elevation.

ARTICLE XII SUBDIVISION OF LOT

No Lot shall be re-subdivided except by Declarant. This provision does not prohibit any Owner from conveying any part of his Lot to the Owner of an adjacent lot, provided that the Declarant has approved such conveyance in writing and provided further that the conveyance is done in accord with City or County subdivision regulations. Approval shall be in the sole discretion of the Declarant.

ARTICLE XIII DWELLING SIZE

For a one-story dwelling: No dwelling is permitted on any lot unless the ground floor area (heated and air conditioned space) of the main structure contains at least 2,400 square feet, exclusive of open porches, patios, terraces, storage areas and garages. For a dwelling of more than one-story: No dwelling is permitted on any lot unless the ground floor area (heated and air conditioned space) of the main structure contains at least 2,000 square feet, exclusive of open patios, terraces, storage areas and garages. No dwelling shall exceed two stories in height (excluding basements).

{TL057053;1}26



**ARTICLE XIV
BUILDING, DRIVEWAY AND FENCE LOCATION**

Building locations must be approved by the Architectural Committee, provided, however, no Home may be located on any Lot nearer than twenty-five (25) feet to the front Lot line or nearer than twenty-five (25) feet to the rear Lot line. One-story or two-story homes may not be located nearer than twenty-five (25) feet to any side lot line. Any detached structures must be located behind the Home and may not be located nearer than twenty-five (25) feet to any side lot line for one-story or two-story homes. For the purpose of this article, eaves and steps will not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another site. No driveway may be located nearer than ten (10) feet to the rear lot line; nearer than ten (10) feet to any side lot line for one-story or two-story homes. Fences may be located only on the side and rear property lines. Only wooden privacy fences, PVC fences, and aluminum fences are allowed, and such fencing must be approved by the Architectural Control Committee. No chain-link fences are allowed. The detached single-family residences must face the street.

Trees may be planted and maintained by an Owner within any of these areas if the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines. The Architectural Committee may, in its sole discretion, grant variances to the restrictions provided for in this Article.

**ARTICLE XV
GARAGES AND OTHER DETACHED BUILDINGS**

All residences will have side-entry garages, with a minimum garage size of twenty-five (25) feet by twenty-two (22) feet. No detached garages and other accessory buildings, that may include a tool room, workshop, or a storage building may be moved to or constructed on any Lot at any time for any reason, either permanently or temporarily, without the prior approval of the Architectural Committee. Such detached buildings, whether temporary or permanent, must be architecturally compatible with the Home and must comply with all local building codes and regulations. No detached or accessory building may be used for any business, commercial, religious, manufacturing, school, or hospital purpose. No building or improvements on any Lot shall be rented or leased separately from the rental or lease of the entire Lot, and no part of any such building, including the Home, shall be used for the purpose of renting rooms therein, or as a boarding house, motel, motor court, or any other type of transient accommodation.

{TL057053;1}27



ARTICLE XVI NUISANCES

No activity may be conducted upon the Property that constitutes a nuisance under applicable law. No illegal, noxious or offensive activity may be permitted or carried on upon any part of any Lot or Common Area.

ARTICLE XVII SIGNAGE

No signage is allowed within the Property without the express written approval of the Architectural Committee; provided, however, that, subject to the express written approval of the Architectural Committee, Owners are allowed to display to the public view on any Lot one (1) professionally lettered sign of not more than five (5) square feet to advertise the property for sale or lease. Prior to placement, erection, or construction of any signage within the Property or on a Lot, a request for approval must be submitted to the Architectural Committee in writing, accompanied by detailed plans and drawings of the proposed signage and the location and size of the signage. Notwithstanding the foregoing, the Declarant has the right to use any signs it deems appropriate to promote the sale of improved or unimproved Lots.

ARTICLE XVIII ANIMALS AND CROPS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, provided, however, domestic dogs, cats or other common household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose and provided further that the Owners maintain all pets, pens and structures intended for their use, in a clean and sanitary manner and in a manner which does not create a nuisance to other Owners. In furtherance and not in limitation of the foregoing, pet owners are responsible for removing from Lots, the Common Area, and easement areas, any excrement from their pets. No pen, doghouse or other structure intended for an animal may be constructed or allowed to remain on any Lot unless approved by the Architectural Committee in accordance with Article X of this Declaration. Pets must at all times be confined within the Owner's dwelling; securely on a leash; under strict voice control; or under the control of another pet containment device.

There may be no planting or maintenance of crops, vegetables or ornamental plants except for approved landscaping and except for domestic purposes. Any approved garden area must not be visible from any street.



**ARTICLE XIX
RADIO AND TELEVISION ANTENNA AND TANKS**

No exterior radio, television or satellite antenna may be constructed, installed, or placed on a Home, or elsewhere on the Property, without the prior written approval of the Architectural Committee, obtained in accordance with Article X, of the design, aesthetics, placement, and method of affixing such antenna. No tank, container, or cylinder for the storage of fuel, gas, water or other substance, shall be placed or permitted to remain on any Lot, unless the tank is completely buried below ground and location of the tank is approved by the Architectural Committee; provided, however, that appurtenant valves and meters need not be buried below ground.

**ARTICLE XX
MAIL BOXES**

No mailbox or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials may be erected or located on the Properties unless and until the size, location and type of material for the boxes or receptacles has been approved by the Architectural Committee in accordance with Article X and Article XI of this Declaration. Mailboxes and other structures may not be located upon utility easements or "buffer areas."

**ARTICLE XXI
EXTERIOR MAINTENANCE**

Each Owner must maintain the landscaping, including the trees, shrubs and grass within the boundaries of its Lot, and the exterior of the Home and other improvements located on the Lot, in a neat and attractive condition and in good repair. The Owner of a Lot may not locate, or permit to remain on its Lot, any wall, bank, hedge, shrub, bush, tree or other thing, natural or artificial, if the location will obstruct the vision of a motorist and constitute a safety hazard, upon any of the streets within or providing access to the Property. If an Owner fails to maintain or make the repairs or replacements which are the responsibility of such Owner, then upon vote of a majority of the Board and after not less than ten (10) days' notice to the Owner, the Association has the right (but not the obligation) to enter (or arrange for the entry upon) such Lot and provide (or arrange for the provision of) maintenance or make repairs and replacements as it deems necessary or appropriate, and the cost thereof shall be payable to the Association by such Owner within ten (10) days after the delivery to the Owner of a demand for payment. Amounts due hereunder shall be referred to as Special Assessments. Such amounts may be enforced and collected, together with interest and attorneys' fees, in the manner assessed, enforced, and collected under Article VIII. For the purpose solely of performing the maintenance authorized by this paragraph, the Association's agents and employees have the right, after reasonable notice to the owner, to enter upon any such Lots between the hours of 7:00 a.m. and 7:00 p.m.

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**ARTICLE XXII
RECREATIONAL VEHICLES AND ACTIVITIES**

No boat, trailer, motorcycle, motor home, mobile home, camper, van, plane, or recreational vehicle of any type, may be parked or stored on any street or any Lot except within an enclosed garage or otherwise screened from view from the street or neighboring Lots. The pursuit of hobbies or other activities, including, but not limited to, work on vehicles or other mechanical devices and woodworking, which tend to result in disorderly, unsightly or unkempt conditions, must not be pursued or undertaken except within an enclosed garage.

**ARTICLE XXIII
ACCESS TO OTHER PROPERTY**

Except for the Declarant, no Owner may permit or otherwise authorize any portion of any Lot to be utilized as an easement, roadway, driveway, street or other means or method of access, ingress or egress to areas or property not included within the Property. The purpose of this provision is to preserve and protect the integrity of the exterior boundaries of the Property, and to preclude and prohibit any break in those boundaries by any easement, roadway, driveway or street granted, permitted or otherwise created by any Owner other than the Declarant. The Declarant reserves the right to grant easements or create roadways upon land or Lots owned by the Declarant as the Declarant, in the Declarant's sole discretion, determines necessary, appropriate or desirable.

**ARTICLE XXIV
VEHICLES PROHIBITED**

No two (2), three (3) or four (4) wheel motorized recreational vehicle, e.g., go cart, all terrain vehicle, etc., shall be operated on any portion of the Property, with the exception of conventional motorcycles and motor scooters. In addition, the Board or the Declarant may approve, for operation on the Property, certain motorized vehicles designed so as not to disturb the neighborhood, such as electric golf carts, for transportation.

**ARTICLE XXVI
GARBAGE AND REFUSE DISPOSAL**

No trash, scraps, litter, leaves, limbs, clippings, garbage, rubbish, debris, waste material, or other refuse may be deposited or allowed to accumulate or remain on any part of any Lot or the Common Area, except in sanitary receptacles or containers located and installed in the manner approved by the Architectural Committee. All equipment for the storage or disposal of such material must be kept in a clean and sanitary condition and must not be visible from the street nor from any private or common driveway, except for

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those times designated for collection by the appropriate waste management and collection authority. Owners must make individual arrangements for the prompt and regular removal of all garbage, refuse and trash from the Lot. No fires for the burning of trash, leaves, clippings, or other debris or refuse are permitted on any part of any Lot or the Common Area.

ARTICLE XXVI OWNERS' LIABILITY

Section 1. Right to Cure. Should any Owner or any person, firm or entity claiming by, through or under Owner, do any of the following:

- (a) Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration; or
- (b) Cause any damage to any improvement or Common Area; or
- (c) Impede the Declarant or Association from exercising its rights or performing its responsibilities hereunder; or
- (d) Undertake unauthorized improvements or modifications to a Lot or to the Common Area; or
- (e) Impede the Declarant from proceeding with or completing the development of the Community, as the case may be.

Then, the Declarant and/or the Association where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, entering upon the Lot and/or Home and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, removing unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees incurred, shall be assessed against the Owner as a Special Assessment or otherwise, as the case may be.

Section 2. Non-Monetary Defaults. In the event of a violation other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, the Declarant or Association or any other Owner shall notify the party violating such provisions of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:



- (a) Commence an action to enforce the performance or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief, without bond; and/or
- (b) Commence an action to recover damages; and/or
- (c) Take any and all action reasonably necessary to correct the violation or breach.

All expenses incurred in connection with the violation or breach, or the commencement of any action, including reasonable attorneys' (and paralegals') fees at all levels including appeals, bankruptcy and collections, shall be assessed against the Owner, as a Special Assessment or otherwise, and shall be immediately due and payable without further notice.

Section 3. No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration does not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

Section 4. Rights Cumulative. All rights, remedies, and privileges granted to the Declarant and/or Association and/or Architectural Committee pursuant to any terms, provisions, covenants or conditions of this Declaration or the Community Standards shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies or preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as they might have by law.

Section 5. Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or the Community Standards may be enforced by Declarant and/or Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration or the Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards.

Section 6. Fines. In addition to the fines established herein, and all other remedies provided for in this Declaration, if and to the extent permitted by law, the Association has the right to impose additional fines on an Owner for failure of an Owner, or persons, firms or entities claiming by, through or under the Owner, to comply with any provisions of this Declaration, Rules and Regulations, or the Community Standards, provided, however, that the Association grant reasonable notice and opportunity to be heard. The decisions of the Association are final. Fines must be in such reasonable and



uniform amounts as the Association determines and shall be assessed against the Owner as a Special Assessment.

ARTICLE XXVII RIGHTS OF DECLARANT

Section 1. Sales and Administrative Office. For so long as the Declarant, or its nominee(s), owns any property in the Community or affected by this Declaration or maintains a sales and/or administrative office, the Declarant, or its nominee(s), have the right to take such action reasonably necessary to transact any business necessary to administer its interests, consummate the development of the Community and sales and/or leasing of Lots and/or Homes and/or other properties owned by Declarant. This right includes, but is not be limited to, the right to maintain models, sales or administrative offices and parking associated therewith, have signs on any portion of the Property, including the Common Area, have employees in the models and offices, use the Common Area, and show Lots. The sales and administrative office and signs and all items pertaining to development, sales and administration remain the property of the Declarant, or its nominees.

Section 2. Modification. The development and marketing of the Community will continue as deemed appropriate in Declarant's sole discretion, and nothing in this Declaration or the Community Standards shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of the Community to, as an example and not as a limitation, amend the Plat and/or Master Plan, modify the boundary lines of the Common Area, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Declarant, its nominees, or its agents, affiliates, or assignees may deem necessary or appropriate. The Association and Owners shall, at the request of the Declarant, execute and deliver any and all documents and instruments that Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

Section 3. Promotional Events. Prior to the Community Completion Date, Declarant and its nominees have the right, at any time, to hold marketing and promotional events within the Community and/or on the Common Area without any charge for use. Declarant or its nominees, agents, affiliates, or assignees have the right to market the Community and Lots in advertisements and other media by making reference to the Community, including, but not limited to, pictures or drawings of the Community, Common Area, Lots and Homes constructed in the Community.

Section 4. Use by Prospective Purchasers. Prior to the Community Completion Date, the Declarant and its nominees have the right, without charge, to use the Property



and Common Area for the purpose of entertaining prospective purchasers of Lots or Homes, portions of the Property or other properties.

Section 5. Franchise. The Declarant may grant franchises or concessions to commercial concerns on all or part of the Common Area and is entitled to all income derived therefrom.

Section 6. Easements. Until the Community Completion Date, Declarant reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance, security systems, cable t.v., and other purposes over, upon and across the Property so long as such grant does not materially and adversely interfere with the intended use of Lots previously conveyed to Owners. Declarant has the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. The Association and Owners will, without charge, if requested by Declarant: (a) join in the creation of such easements, etc. and cooperate in the operation thereof; and (b) collect and remit fees associated therewith, if any, to the appropriate party. The Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Declarant, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Declarant which may be granted or denied in its sole discretion.

Section 7. Right to Enforce. The Declarant has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs, including attorneys' fees at all levels of proceeding. This right includes the right to perform the obligations of the Association and to recover all costs incurred in doing so.

Section 8. Additional Development. In the event the Declarant does not subject all proposed real property in the Community to this Declaration, or, after submission, withdraws portions of the Property from the operation of the Declaration, the Declarant or its nominees may, but are not obligated to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. The Declarant is not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Declarant, owners or tenants of such other forms of housing or improvements upon their creation, may share in the use of all or some of the Common Area and other facilities and/or roadways which remain subject to this Declaration. The expense of the operation of such facilities will be allocated to the various users thereof, if at all, as determined by Declarant.

Section 9. Representations. The Declarant makes no representations concerning development in the Community both within the boundaries of the Property including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of



all Lots or Homes and buildings in all other proposed forms of ownership and/or other improvements on the Property or in the Community or adjacent or near the Community, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of dwellings, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

Section 10. CATV. Declarant reserves unto itself and its nominees, successors, assigns and licensees the right, but not the obligation, to enter into one or more contracts for the exclusive provision of one or more master cable and telecommunications receiving and distribution systems and electronic surveillance systems for all or any part of the Community, and such systems so designated by Declarant shall be the sole systems available for such purpose to serve the Lots. Declarant reserves unto itself and its nominees, successors, assigns and licensees a perpetual and exclusive right, privilege, easement and right-of-way across, over and upon the Property for the installation, construction and maintenance of such systems together with a perpetual and exclusive right, privilege and easement of unlimited ingress and egress, access, over and upon the Property for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such systems. If and to the extent services provided by such systems are to serve all of the Lots, then the cost of the services may, as determined by Declarant, be Operating Costs of the Association and shall be assessed as a part of the Assessments. If any services provided by the system are provided only to some, but not all, of the Lots, then the cost of any such services shall be an expense for the benefit of the respective Lot to be assessed as a Special Assessment, or a direct charge by the provider, as the case may be. Declarant has the right to receive, on a perpetual basis, a portion of the revenues derived from such systems as agreed, from time to time, between the provider of such system and Declarant.

Section 11. Non-Liability. Neither Association nor Declarant shall in any way or manner be held liable or responsible for any violation of this Declaration by any other person or entity. Neither Declarant nor Association make any representations whatsoever as to the security of the Properties, or Lots. The Association and each Owner does hereby hold Declarant and Association harmless from any loss or claim arising from the occurrence of any crime or other act. Neither the Association, nor the Declarant, shall in any way be considered insurers or guarantors of security within the Properties, or Lots. All Owners specifically acknowledge that the Properties may have a perimeter security system, such as fences, walls, hedges, or the like on certain perimeter areas. Neither the Association nor the Declarant shall be held liable for any loss or damage by reason or failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and occupants of any Lot, and tenants, guests and invitees of any Owner, as applicable, acknowledge that the Association, its Board and officers, Declarant, its nominees or assigns, and the Architectural Committee and its members do not represent or warrant that any fire protection system, burglar alarm system or other security system designated by or installed according to guidelines established will not be compromised or circumvented, that any fire protection or burglar alarm systems or other security systems



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will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, or that fire protection or burglar alarm systems or other security systems will in all cases provide the detection or protection for which the system is designed or intended.

Section 12. Reserved Rights. The Declarant shall have all rights and privileges reserved to it elsewhere in this Declaration.

Section 13. Duration of Rights. The rights of Declarant set forth in this Declaration shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of: (i) when neither Declarant nor any nominee of Declarant has any further interest of any kind in the Property and/or Community; or (ii) five (5) years after the Community Completion Date; or (iii) a relinquishment by Declarant in a statement in writing placed in the Public Records; or (iv) twenty-five (25) years after the date of the recording of this Declaration in the Public Records.

ARTICLE XXVIII ASSIGNMENT OF POWERS

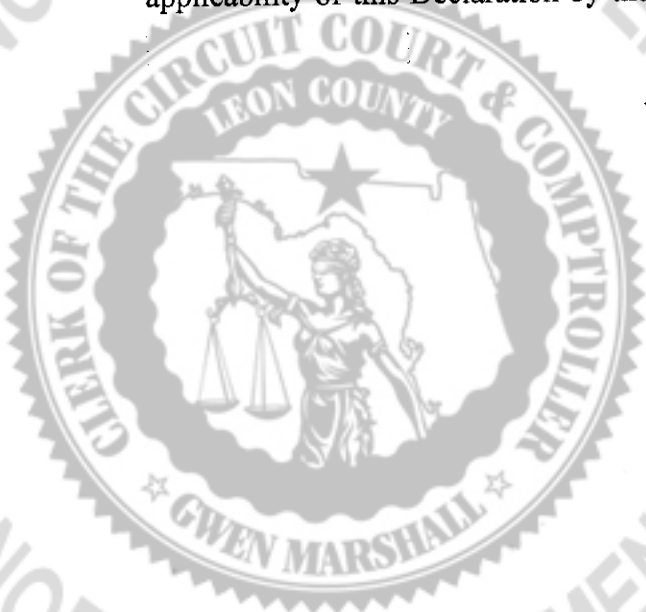
All or any part of the rights, exemptions and powers and reservations of the Declarant, as the case may be, herein contained may be conveyed or assigned to other persons or entities by an instrument in writing duly executed, acknowledged, and recorded in the Public Records.

ARTICLE XXIX GENERAL PROVISIONS

Section 1. Enforcement. Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, including injunctive relief, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, or by the Board, or the Declarant, as provided herein. The failure of the Declarant, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any of the provisions of this Declaration, as amended from time to time, by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

Section 3. Annexation. Until the Community Completion Date, additional residential property and common areas may be annexed to the Property by Declarant. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, Association, Owners or any Lender). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording of an Annexation Notice in the Public



Records. The Annexation Notice shall refer to this Declaration and, by doing so, shall, unless specifically otherwise provided, incorporate by reference all the covenants, conditions and restrictions of this Declaration, thereby subjecting the annexed lands to the covenants, conditions and restrictions contained in this Declaration fully, as though the annexed lands were described herein as a portion of the Property. The Annexation Notice may contain additions to, deletions from, or modifications of, the covenants, conditions and restrictions contained in this Declaration as deemed appropriate by Declarant and as the Declarant may deem necessary to reflect the different character, if any, of the annexed lands.

After the Community Completion Date, additional lands may be annexed with the consent of the Board and membership of the Association obtained as set forth in Section 10 of this Article, and compliance with applicable governmental requirements.

Section 4. Withdrawal. Until the Community Completion Date, any portions of the Property (or any additions thereto) may be withdrawn by Declarant from the provisions and applicability of this Declaration by recording a Withdrawal Notice in the Public Records. The right of Declarant to withdraw portions of the Property shall not apply to any Lot which has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. The withdrawal of any portion of the Property does not require the consent or joinder of any other party (including, but not limited to, Association, Owners, or any Lender).

Section 5. Paramount Right. Notwithstanding anything to the contrary herein, prior to the Community Completion Date, the Declarant has the paramount right to dedicate or convey (by absolute conveyance, easement or otherwise), any portions of the Property for various public purposes, to make any portions of the Property part of the Common Area, or to create and/or implement a taxing district which may include all or any portion of the Property.

Section 6. Vacating Recorded Plat. If required by applicable law or government regulation, Declarant will not vacate any portion of a Plat which provides for open space unless it vacates the entire Plat of record.

Section 7. Dissolution. In the event of the dissolution of the Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Area in the place and instead of the Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Common Area.

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Section 8. Owner. In the event of dissolution of the Association or a termination of this Declaration, except as specified to the contrary by Declarant, the Property and each Lot shall continue to be subject to the provisions of this Declaration, including, but not limited to, Assessments. Each Owner shall continue to be personally obligated to the successors or assigns of the Association and/or Declarant, as the case may be, for Assessments to the extent that Assessments are required to enable the successors or assigns of the Association and/or Declarant to properly maintain, operate and preserve the Common Area. The provisions of this Section shall only apply with regard to the maintenance, operation and preservation of those portions of the Property which had been Common Area and continue to be so used for the common use and/or enjoyment of the Owners.

Section 9. Declarant's Discretion in Development. No provisions contained herein shall prevent Declarant or Declarant's contractors or subcontractors from performing such work and activities as they deem necessary or advisable in connection with the development of the Property, nor shall such provisions in any way prevent the Declarant from maintaining such sign or signs on the Property as Declarant deems necessary or desirable for the sale or other disposition thereof, nor shall such provisions in any way prevent the use of a Lot and dwelling thereon as a model home and/or sales office by Declarant or Declarant's assignees, including the use of the garage as a sales office thereby rendering the garage nonfunctional.

Section 10. Amendment. The covenants and restrictions of this Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded in the Public Records, after which time they shall be automatically extended for successive periods of ten (10) years, unless the Owners of all Lots and the holders of all first mortgages encumbering the Lots join in a written instrument recorded in the Public Records, agreeing to terminate these covenants and restrictions. The Declarant shall have the unrestricted right, at any time until the Community Completion Date, to amend, modify, or otherwise change this Declaration as it, in its sole discretion, deems appropriate. After the Community Completion Date, except as provided to the contrary herein or as otherwise consented to by Declarant, this Declaration may be amended at any time, and from time to time, upon the recordation of an instrument executed by the Association upon vote of: (i) seventy-five percent (75%) of the Board; and (ii) those persons or firms entitled to vote seventy-five percent (75%) of all votes of each class of voting membership in the Association who are entitled to vote on the matter as set forth in the Articles and By-Laws. Until the Community Completion Date, the Declarant's written consent to any amendment must first be obtained. No amendment, whether before or after the Community Completion Date, shall affect the rights of Declarant without the prior written consent of the Declarant, which may be withheld in Declarant's sole discretion. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any Lender enjoying the benefit of such provisions.



Notwithstanding anything contained herein to the contrary, if the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, including without limitation such approval required pursuant to Section 11 of this Article, then the prior written consent of such entity or agency must also be obtained.

Section 11. FHA/VA Approval. As long as there are outstanding any mortgages insured or guaranteed by Fannie Mae, the Federal Housing Administration or the Veterans Administration, the following actions will require prior approval of Fannie Mae, the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of this Declaration.

Section 12. Authority of Association. Except when a vote of the membership of the Association is specifically required, all decisions, duties, and obligations of the Association may be made by the Board. The Association and Owners shall be bound thereby.

Section 13. Approval of Association Lawsuits by Members. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five (75%) percent of the Owners. This Section shall not, however, apply to:

- (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens or Community Standards);
- (b) the imposition and collection of Assessments as provided in this Declaration;
- (c) proceedings involving challenges to ad valorem taxation or;
- (d) counterclaims brought by the Association in proceedings instituted against it.

This Section shall not be amended unless the prior written approval of Declarant is obtained, which may be granted or denied in its sole discretion.

Section 14. Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

Section 15. Damage to Streets, Sidewalks and other Infrastructure. Owners of Lots in the Community shall be responsible for damage to sidewalks, curbs, utility lines, stormwater facilities and other infrastructure constructed by developers of The Ridge at Velda Dairy, where such damage has been occasioned by such Owners, or such Owners'



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agents, licensees, invitees, material men or sub-contractors. The acceptance of infrastructure improvements by Leon County shall be deemed conclusive as to the developer's construction of such facilities in terms of quality workmanship and suitability.

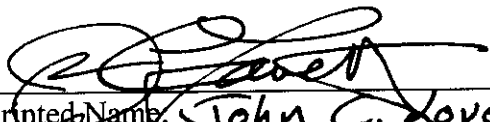
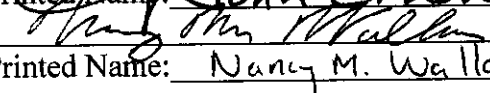
THE OWNERS OF LOTS IN THE RIDGE AT VELDA DAIRY AND/OR THEIR RESPECTIVE BUILDERS ARE ADVISED THAT THE FAILURE TO PROPERLY REPAIR SUBDIVISION INFRASTRUCTURE (INCLUDING WITHOUT LIMITATION, SIDEWALKS AND CURBS) DAMAGED BY SUCH OWNER OR BUILDER OR THEIR EMPLOYEES, AGENTS, LICENSEES, INVITEES, MATERIAL MEN OR SUB-CONTRACTORS, MAY RESULT IN THE DENIAL OF THE CERTIFICATE OF OCCUPANCY FOR IMPROVEMENTS CONSTRUCTED UPON SUCH LOT(S) UNTIL SUCH DAMAGE SHALL BE PROPERLY REPAIRED.

Section 16. Applicability of Covenants. This Declaration shall be applicable only to the platted Lots and Common Area as shown on the Plat as accepted by Leon County, Florida, and recorded in the public records of Leon County, Florida.

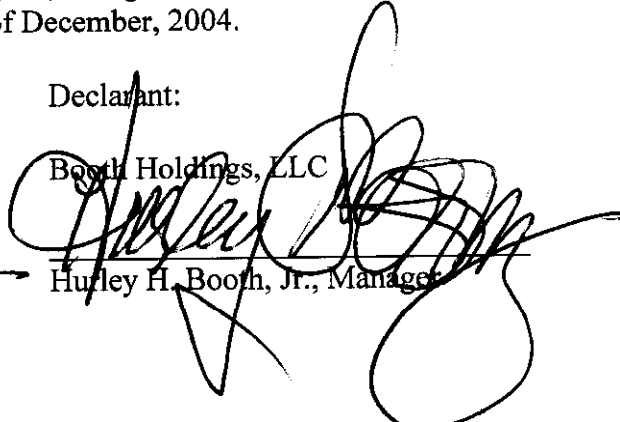
IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has hereunto set its hand and seal this 20 day of December, 2004.

Witnesses:

Declarant:


 Printed Name: John C. Lovett

 Printed Name: Nancy M. Wallace

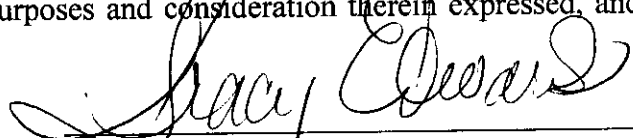
Booth Holdings, LLC


 Hurley H. Booth, Jr., Manager

**STATE OF FLORIDA
 COUNTY OF LEON**

BEFORE ME, the undersigned authority, appeared this 20th day of December, 2004, Hurley H. Booth, Jr., Manager of Booth Holdings, LLC, who is personally known to me or who has produced for me personally known as identification, and who acknowledged voluntarily and knowingly executing the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RIDGE AT VELDA DAIRY for the purposes and consideration therein expressed, and who did not take an oath.



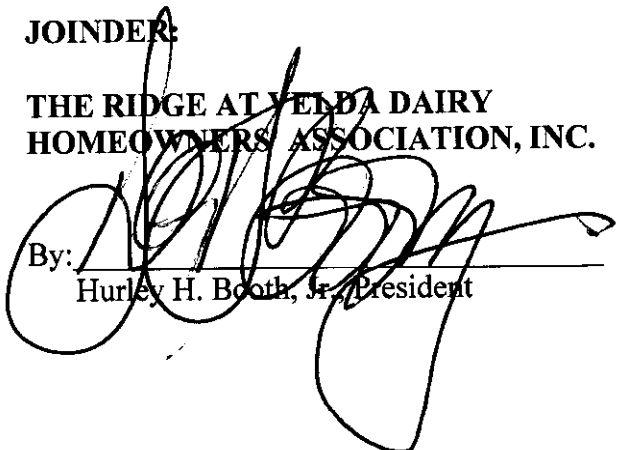

 Notary Signature
 My Commission Expires: 5-10-08

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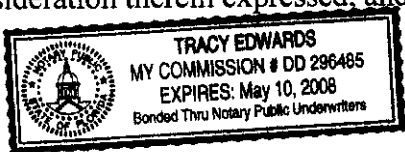
JOINDER:

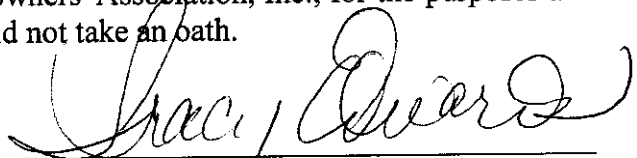
THE RIDGE AT VELDA DAIRY
HOMEOWNERS' ASSOCIATION, INC.

By: 
Hurley H. Booth, Jr., President

STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME, the undersigned authority, appeared this 20th day of December, 2004, by Hurley H. Booth, Jr., as President of The Ridge at Velda Dairy Homeowners' Association, Inc., who is personally known to me or who has produced for me personally known as identification, and who acknowledged executing the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RIDGE AT VELDA DAIRY with full authority of and on behalf of The Ridge at Velda Dairy Homeowners' Association, Inc., for the purposes and consideration therein expressed, and who did not take an oath.





Notary Signature
My Commission Expires:



EXHIBIT "A"

Schedule A (Continued)

Agent File No.: Friedman/Booth Holdings

Parcel I:

Commence at the Southeast corner of the Northwest Quarter of the Northeast Quarter of Section 22, Township 2 North, Range 1 East, Leon County, Florida, and thence run South 88 degrees 58 minutes 04 seconds East, 294.62 feet; thence run South 80 degrees 22 minutes 23 seconds East, 348.08 feet; thence run South 01 degrees 00 minutes 23 seconds East, 759.68 feet; thence run South 88 degrees 59 minutes East, 633.32 feet to a point on the Westerly boundary of the 80 foot right-of-way of Velda Dairy Road; thence run South 01 degrees 01 minutes West, along said right-of-way boundary, 661.19 feet to a point, which is the POINT OF BEGINNING. From said POINT OF BEGINNING thence continue along said right-of-way boundary South 01 degrees 01 minutes West, 830.00 feet to a point; thence departing said right-of-way boundary run South 88 degrees 49 minutes 48 seconds West, 871.20 feet to a point; thence run North 24 degrees 21 minutes 18 seconds West, 392.09 feet to a point; thence run North 03 degrees 01 minutes 14 seconds West, 500.45 feet to a point; thence run North 51 degrees 49 minutes 09 seconds East, 455.60 feet to a point; thence run South 67 degrees 52 minutes 42 seconds East, 772.55 feet to a point, which is the POINT OF BEGINNING.

AND ALSO

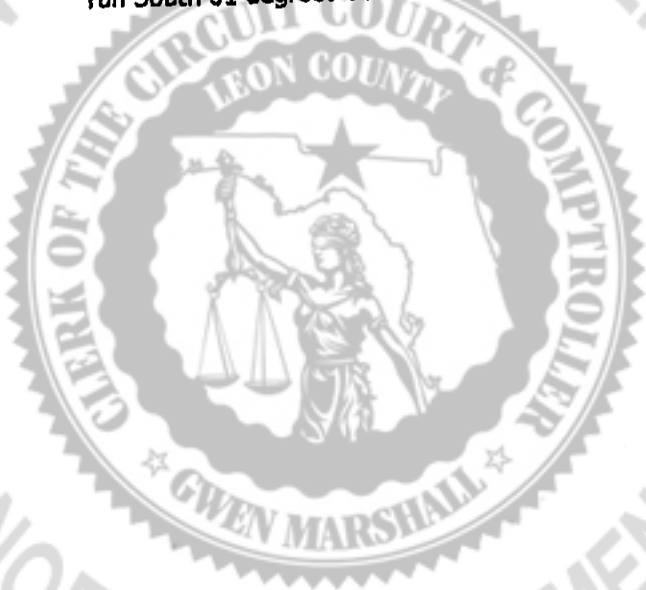
Parcel II:

Commence at the Southeast corner of the Northwest Quarter of the Northeast Quarter of Section 22, Township 2 North, Range 1 East, Leon County, Florida, and thence run South 88 degrees 58 minutes 04 seconds East, 294.62 feet; thence run South 80 degrees 22 minutes 23 seconds East, 348.08 feet; thence run South 01 degrees 00 minutes 25 seconds East, 759.68 feet; thence run South 88 degrees 59 minutes East, 633.32 feet to a point on the Westerly boundary of the 80 foot right-of-way of Velda Dairy Road; thence run South 01 degrees 01 minutes West, along said right-of-way boundary, 1866.19 feet to a point; thence departing said right-of-way boundary run South 88 degrees 49 minutes 48 seconds West, 871.20 feet to a point; thence North 00 degrees 54 minutes 12 seconds East 375.00 feet to a point, thence North 24 degrees 31 minutes 24 seconds West 391.31 feet to a point, thence North 03 degrees 10 minutes 14 seconds West 500.45 feet to a point, which is the POINT OF BEGINNING, from said POINT OF BEGINNING run thence, North 51 degrees 49 minutes 09 seconds East 497.83 feet to a point, thence North 38 degrees 10 minutes 51 seconds West 210.00 feet to a point, thence South 51 degrees 49 minutes 09 seconds West 497.83 feet, thence South 38 degrees 10 minutes 51 seconds East 210.00 feet to the POINT OF BEGINNING.

AND ALSO

Parcel III:

Commence at the Southeast Corner of the Northwest Quarter of the Northeast Quarter of Section 22, Township 2 North, Range 1 East, Leon County, Florida, and thence run South 88 degrees 58 minutes 04 seconds East 294.62 feet; thence run South 80 degrees 22 minutes 23 seconds East 348.08 feet; thence run South 01 degrees 00 minutes 25 seconds East 759.68 feet; thence run South 88 degrees 59 minutes



East 633.32 feet to a point on the Westerly boundary of the 80.00 feet right-of-way of Velda Dairy Road; thence run South 01 degrees 01 minutes West along said right-of-way boundary 1866.19 feet to a point; thence departing said right-of-way boundary run South 88 degrees 49 minutes 48 seconds West 871.20 feet; thence North 00 degrees 54 minutes 12 seconds East 375.00 feet; thence North 24 degrees 31 minutes 24 seconds West 391.31 feet to the POINT OF BEGINNING, from said POINT OF BEGINNING run South 88 degrees 47 minutes 15 seconds West 155.00 feet; thence North 01 degrees 12 minutes 45 seconds West 322.33 feet; thence North 72 degrees 12 minutes 04 seconds East 148.71 feet; thence South 03 degrees 10 minutes 14 seconds East 365.00 feet to the POINT OF BEGINNING.

AND ALSO

Parcel IV:

Commence at the Southeast corner of the Northwest Quarter of the Northeast Quarter of Section 22, Township 2 North, Range 1 East, Leon County, Florida, and thence run South 88 degrees 58 minutes 04 seconds East, 294.62 feet; thence run South 80 degrees 22 minutes 23 seconds East, 348.08 feet; thence run South 01 degrees 00 minutes 25 seconds East, 759.68 feet; thence run South 88 degrees 59 minutes East, 633.32 feet to a point on the Westerly boundary of the 80 foot right-of-way of Velda Dairy Road; thence run South 01 degrees 01 minutes West, along said right-of-way boundary, 1866.19 feet to a point; thence departing said right-of-way boundary run South 88 degrees 49 minutes 48 seconds West, 871.20 feet to a point; thence North 00 degrees 54 minutes 12 seconds East 375.00 feet to a point; thence North 24 degrees 31 minutes 24 seconds West 391.31 feet to a point; thence North 03 degrees 10 minutes 14 seconds West 365.00 feet to a point, which is the POINT OF BEGINNING, from said POINT OF BEGINNING run thence South 72 degrees 12 minutes 04 seconds West 93.12 feet to concrete monument, thence North 38 degrees 10 minutes 51 seconds West 288.52 feet to a point; thence North 51 degrees 49 minutes 09 seconds East 165.00 feet to a point; thence South 38 degrees 10 minutes 51 seconds East 210.00 feet to a concrete monument; thence South 03 degrees 10 minutes 14 seconds East 135.45 feet to the POINT OF BEGINNING.



EXHIBIT "B"**ARTICLES OF INCORPORATION****OF****THE RIDGE AT VELDA DAIRY HOMEOWNERS' ASSOCIATION, INC.**

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Pursuant to the provisions of Chapter 617, Florida Statutes, I, the undersigned natural person competent to contract, acting as incorporator of a corporation not-for-profit, hereby adopt the following Articles of Incorporation:

ARTICLE I**NAME**

The name of the corporation is THE RIDGE AT VELDA DAIRY HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association."

ARTICLE II**PRINCIPAL OFFICE AND MAILING ADDRESS**

The principal office and mailing address of the Association is 1208 Hays Street, Tallahassee, Florida 32301.

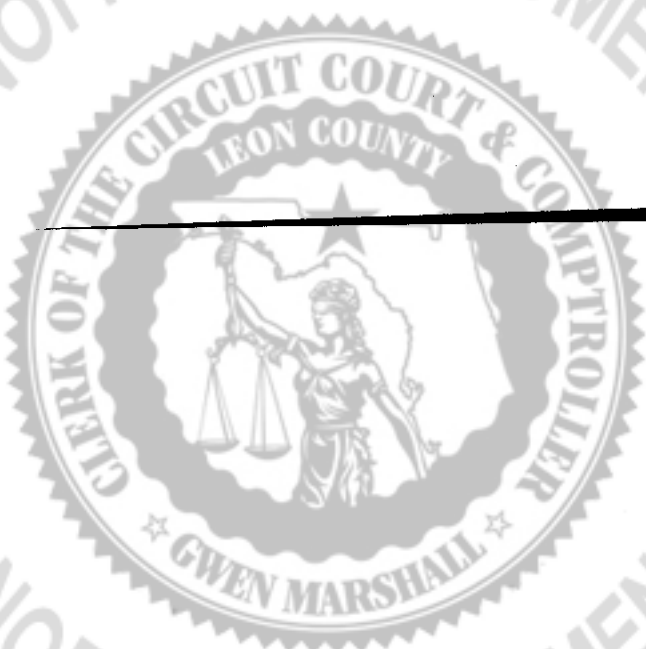
ARTICLE III**REGISTERED AGENT**

Nancy M. Wallace, Esq., whose address is 106 E. College Avenue, Suite 1200, Tallahassee, Florida 32301, 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 purposes for which it is formed are to provide for maintenance and preservation of the

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UNOFFICIAL DOCUMENT

Common Area and other maintenance as is further provided in the Declaration of Covenants, Conditions and Restrictions (the "Declaration") for The Ridge at Velda Dairy subdivision recorded or to be recorded with the office of the Clerk of the Circuit Court of Leon County, Florida; to provide for the architectural control of the Homes (as defined in the Declaration) within The Ridge at Velda Dairy subdivision; and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereinafter be brought within the jurisdiction of this Association, and in furtherance of these purposes, 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 the Declaration 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 of, 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, 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 the 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;

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(e) dedicate, sell or transfer all or any part of the Common Areas to any public agency or authority or utility for such purposes and subject to such conditions as may be provided in the Declaration;

(f) participate in mergers and consolidation with other non-profit corporations organized for the same purposes or annex additional residential property and common area, provided that any such merger, consolidation or annexation shall have the assent of seventy-five percent (75%) of all votes of each voting class of membership in the Association and seventy-five percent (75%) of the Board of Directors of the Association; and

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under Chapter 617, Florida Statutes, by law may now or hereafter have and exercise.

ARTICLE V

MEMBERSHIP

Each Lot which is subject by covenants of record to assessment by the Association shall have appurtenant thereto a membership in the Association, which membership shall be held by the person or entity, or in common by the persons or entities, owning such Lot, except that no person or entity holding an interest or title to a Lot as security for performance of an obligation shall acquire the membership appurtenant to such Lot by virtue of such interest or title. In no event may any membership be severed from the Lot to which it is appurtenant.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

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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 (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves 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. 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:

- (a) when neither Declarant nor any nominee of Declarant has any further interest of any kind in the Property and/or Community;
- (b) five (5) years after the Community Completion Date;
- (c) a relinquishment by Declarant in a statement in writing placed in the Public Records; or
- (d) twenty-five (25) years after the date of the recording of this Declaration in the Public Records.

ARTICLE VII

BOARD OF DIRECTORS

The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than nine (9) members, and in the future the number will be determined from time to time in accordance with the provisions of the By-Laws of the corporation. The number of Directors on the Board of Directors shall be an odd number.

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The names and addresses of the persons who are to act in the capacity of Director until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Hurley H. Booth, Jr.	1208 Hays Street Tallahassee, Florida 32301
Britt Hamill	1208 Hays Street Tallahassee, Florida 32301
George Morris	1208 Hays Street Tallahassee, Florida 32301

At the first annual meeting and at each succeeding meeting until such time as the Class B membership lapses, the members shall elect three (3) directors, each for a term of one (1) year.

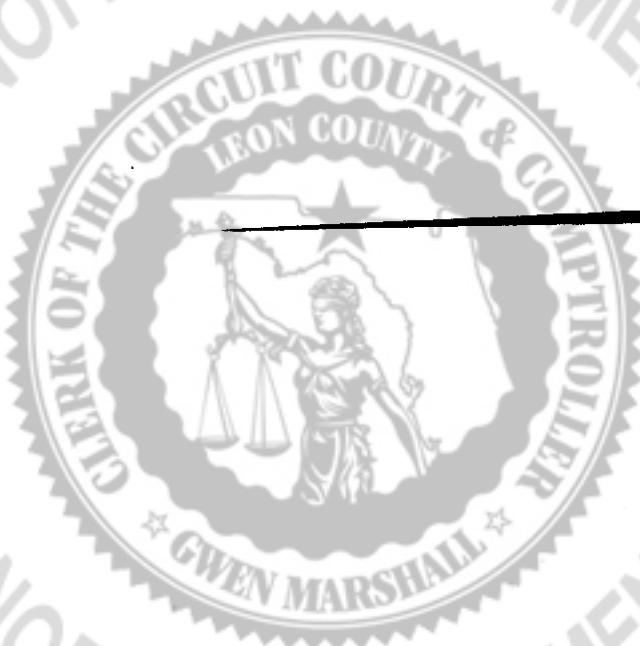
At the first annual meeting after the Class B membership ceases to exist, the members shall elect two (2) directors for a term of one (1) year, two (2) directors for a term of two (2) years, and a fifth (5th) director for a term of three (3) years. The candidate receiving the largest number of votes shall serve as director for three (3) years; the two candidates receiving the second and third largest vote shall serve as directors for two (2) years; and the two candidates receiving the fourth and fifth largest vote shall serve as directors for one (1) year. At each annual meeting thereafter the members shall elect the appropriate number of directors for a term of three (3) years.

ARTICLE VIII

OFFICERS

The officers of this Association shall be a President and a Vice President, who shall at all times be members of the Board of Directors; a Secretary, Treasurer, and such other officers as the Board may from time to time by resolution create. The election of officers shall take place at the first

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meeting of the Board of Directors which shall follow each annual meeting of members. The names of the officers who are to serve until the first election of officers are:

PRESIDENT

HURLEY H. BOOTH, JR.

VICE PRESIDENT

BRITT HAMILL

SECRETARY/TREASURER

GEORGE MORRIS

ARTICLE IX

INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the

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reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

B. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the Association, unless and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

C. The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

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D. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

ARTICLE X

TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association or other organization in which one or more of its Directors or officers are Directors or officers, have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or Committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. However, such Director or officer must disclose such financial or other interest. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XI

BY LAWS

By-Laws shall be initially adopted by the Board of Directors after which 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.

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ARTICLE XII**ANNEXATION**

Residential Property, common area and recreational facilities may be annexed to the Property with the consent of a majority of the Board of Directors of the Association. Such Annexation shall become effective upon the recording of an amendment to the Declaration in the Public Records of Leon County, Florida.

ARTICLE XIII**AMENDMENTS**

Proposals for the alteration, amendment or rescission of these Articles of Incorporation may be made by a majority of the Board of Directors or twenty-five percent (25%) of the voting members. Amendment of these Articles of Incorporation shall require the assent of not less than seventy-five percent (75%) of the total number of votes of the membership, except that the Board of Directors may amend these Articles of Incorporation without the assent of the membership to correct any ambiguities, scrivener's errors or conflicts appearing within these Articles of Incorporation.

ARTICLE XIV**DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by the holders of not less than two-thirds (2/3) of the total number of the members. 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 the purposes similar to those for which this Association was created. In the event dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be

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devoted to such similar purposes. Any action under this Article is subject to the procedures and requirements of Florida Statute 617.05.

ARTICLE XV

DURATION

The corporation shall exist perpetually.

ARTICLE XVI

INCORPORATOR

The name and address of the incorporator is as follows:


NAME

Nancy M. Wallace

ADDRESS

106 E. College Ave., Suite 1200
Tallahassee, Florida 32301

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 Incorporation this 20 day of December, 2004.


Nancy M. Wallace, Incorporator

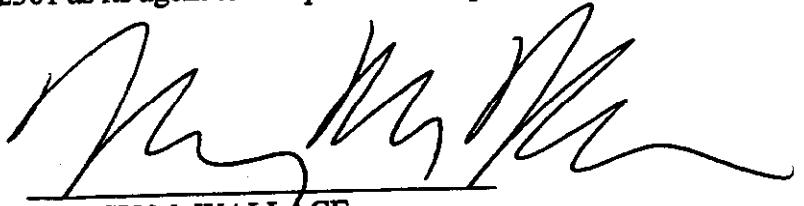
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CERTIFICATE DESIGNATING PLACE OF BUSINESS**FOR SERVICE OR PROCESS WITHIN****THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Statute:

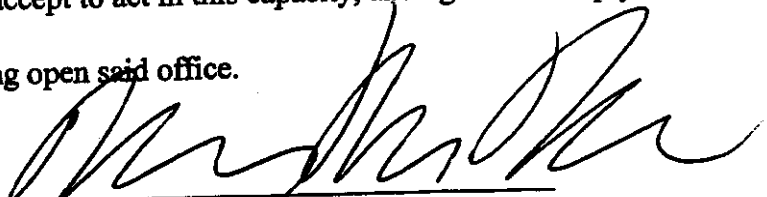
THE RIDGE AT VELDA DAIRY HOMEOWNERS' ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal offices at 1208 Hays Street, Tallahassee Florida 32301, has named Nancy M. Wallace, whose office is located at 106 E. College Avenue, Suite 1200, Tallahassee, Florida 32301 as its agent to accept service of process within the State.



NANCY M. WALLACE

ACKNOWLEDGMENT

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



NANCY M. WALLACE

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DIVISION OF PUBLIC GRANTORS

UNOFFICIAL DOCUMENT

EXHIBIT "C"**BY-LAWS****OF****THE RIDGE AT VELDA DAIRY HOMEOWNERS' ASSOCIATION, INC.**

A Florida corporation Not-for-Profit

ARTICLE I**Definitions**

Section 1. "Association" shall mean and refer to THE RIDGE AT VELDA DAIRY HOMEOWNERS' ASSOCIATION, INC., a non-profit corporation organized and existing under the laws of the State of Florida.

Section 2. The "Properties" shall mean and refer to all of the property subject to that certain Declaration of Restrictive Covenants for The Ridge at Velda Dairy subdivision, as amended, recorded in the Public Records of Leon County, Florida (the "Declaration"), together with all such other property which may be added thereto consistent with the Declaration, but not including any property withdrawn from the provisions thereof.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

Section 4. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article V of the Articles of Incorporation of the Association.

Section 5. Terms defined in the Declaration or Articles of Incorporation shall have the same meaning as provided therein.

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ARTICLE II

Location

The principal office of the Association shall be located at the residence or place of business of the then President of the Association.

ARTICLE III

Membership

Section 1. Membership of the Association is as set forth in Article V of the Articles of Incorporation of the Association and Article III of the Declaration.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessment is imposed against each owner of, and becomes a lien upon, the Lots against which such assessments are made, as provided in Article VIII of the Declaration. During any period in which a Member shall be in default in the payment of any assessment levied by the Association, Association may take such action as provided in Article VIII of the Declaration. Further, such rights of a Member may be suspended, after notice and a hearing, for a period not to exceed thirty (30) days, for violation of any rules and regulations established by the Board of Directors applicable to the Lot or Common Area.

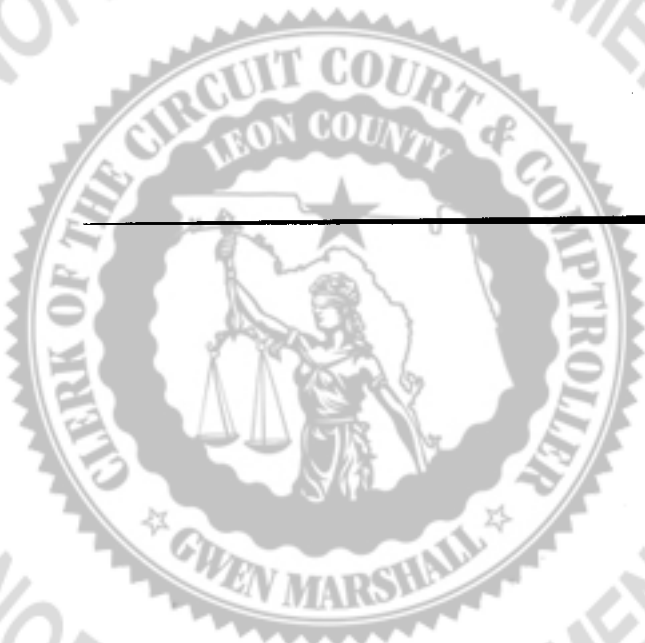
Section 3. All present and future Members shall be subject to these By-Laws and to the rules and regulations issued by the Association to govern the conduct of its Members.

ARTICLE IV

Board of Directors

Section 1. Number and Term. The number of Directors which shall constitute the whole Board shall not be less than three (3) nor more than nine (9) members, but shall be such number as

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the Board shall from time to time determine. An initial Board consisting of three (3) Directors shall be designated by the Developer to serve until the first annual meeting of the Association. At the first annual meeting after the Class B membership ceases, and at all subsequent annual meetings thereafter, the Members shall vote for and elect such number of Directors as is designated by the Board to serve as specified in the Articles of Incorporation and until their successors have been duly elected and qualified. All Directors must be Members of the Association or authorized representatives, officers or employees of the Declarant, or corporate members of the Association.

Section 2. No Cumulative Voting. In any election of Directors, cumulative voting is prohibited, and Directors shall be elected by plurality voting.

Section 3. Vacancy and Replacement. If the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, even though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor who shall hold office for the unexpired term with respect to which such vacancy occurred and until his successor is duly elected and qualified. In the event a Director on the initial Board resigns, the Declarant shall have the right to appoint another Director in his place.

Section 4. Removal. Directors may be removed for cause by an affirmative vote of two-thirds (2/3) of the total vote present at a duly convened meeting of the Members. No Director shall continue to serve on the Board if, during his term of office, he shall cease to be qualified to be a Director in accordance with Section 1 hereof.

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Section 5. Powers.

(a) The property and business of the Association shall be managed by its Board of Directors which may exercise all such powers of the Association and do all such lawful acts and things as are not by Statute, Declaration, Articles of Incorporation or by these By-Laws, directed or required to be exercised or done by the Members personally. These powers shall specifically include, but not be limited to, the following items:

1. To determine and levy Association assessments to cover the cost of operating and maintaining the Common Area and portions of Lots, as provided in the Declaration, or for any other purpose required to carry out the intent of the Declaration. The Board of Directors may increase or decrease the assessments or vote a special assessment, if required, to meet any additional expenses.
2. To collect, use and expend the assessments to maintain, care for and preserve Common Properties and portions of Lots, as provided in the Declaration, or otherwise carry out the intent of the Declaration.
3. To make repairs, restore or alter the Common Area after damage or destruction by fire or other casualty or as a result of the condemnation or eminent domain proceedings.
4. To open bank accounts and borrow money on behalf of the Association and to designate the signatories to such bank accounts.
5. To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from Members for violations of the Declaration or rules and regulations adopted by the Association.

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6. To make reasonable rules and regulations and to amend the same from time to time. Such rules and regulations and amendments thereto shall be binding upon the Members when the Board has approved them in writing and delivered a copy of such rules and all amendments to each Member.

7. To employ workmen, contractors and supervisory personnel and to purchase supplies and equipment to enter into contracts to provide maintenance and other services and generally to have the powers of Directors in connection with the matters hereinabove set forth.

8. To bring and defend actions by or against one or more Members as to matters relating to the Association, and to assess the Members for the cost of such litigation.

9. To hire a Managing Agent to perform and exercise the powers of the Board of Directors in the management of the Development.

10. To establish committees, appoint members thereto, define the power and operating procedures thereof and terminate committees so as to carry out the general intent of the Declaration.

(b) The Board of Directors may, by resolution or resolutions passed by a majority of the whole Board, designate one or more committees, each of such committees to consist of at least three (3) Directors or Members, one of whom shall be a Director which, to the extent provided in said resolution or resolutions, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Association and may have power to sign all papers which may be required, provided the said resolution or resolutions shall specifically so provide. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Committees established by resolution of the

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Board of Directors shall keep regular minutes of their proceedings and shall report the same to the Board, as required.

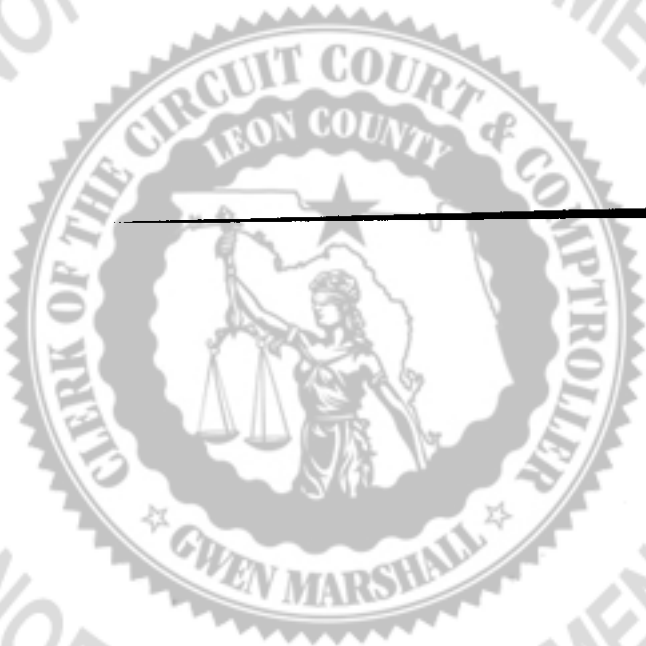
(c) Notwithstanding anything to the contrary contained in these By-Laws, so long as the Declarant or its designee shall own membership interests representing in the aggregate at least ten (10%) percent of the total membership or more, the Board may not, without the Declarant's prior written consent, (i) make any addition, alteration or improvement to the Common Properties, or (ii) assess any charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund, or (iii) hire any employee where it results in a greater number of employees employed by the Association in its prior fiscal year, or (iv) enter into any service or maintenance contract for work not being performed by the Association in its prior fiscal year, or (v) borrow money on behalf of the Association, or (vi) reduce the services performed by the Association in its prior fiscal year.

Section 6. Compensation. Directors and officers, as such, shall receive no compensation for their services.

Section 7. Meetings.

(a) The first meeting of each Board newly elected by the Members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the annual meeting of Association Members and immediately after the adjournment of same, at which time the dates, places and times of regularly scheduled meetings of the Board shall be set.

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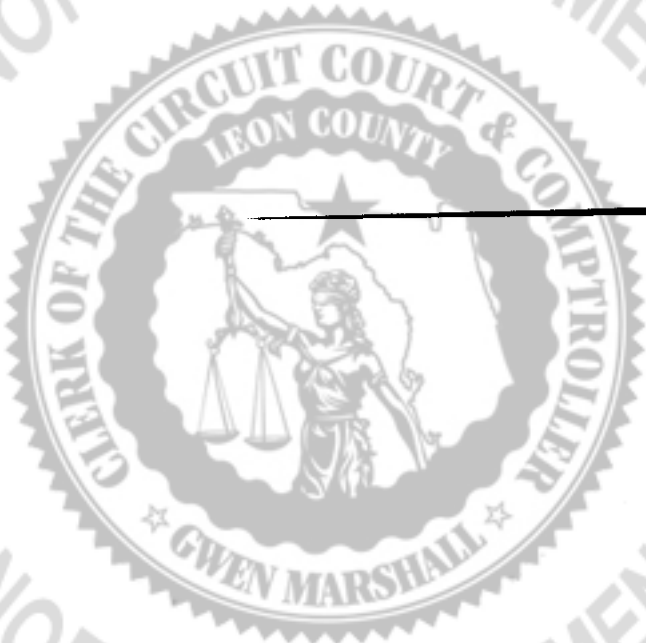
(b) Special meetings of the Board may be called by the President on two (2) days notice to each Director either personally or by mail or telegram. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of at least two (2) Directors.

(c) At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business and an act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by Statute or by the Declaration or by these By-Laws. If a quorum shall not be present at any meeting of Directors, the Directors present thereat may adjourn the meeting, from time to time, without notice other than announcement at the meeting until a quorum shall be present.

(d) Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 8. Annual Statement. The Board of Directors shall furnish to all Members and shall present annually (at the annual meeting), a full and clear statement of the business conditions and affairs of the Association, including a balance sheet and profit and loss statement unaudited, and a statement regarding any taxable income attributable to the Members and a notice of the holding of the annual meeting of Association members.

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Section 9. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be an expense of the Association.

ARTICLE V

Officers

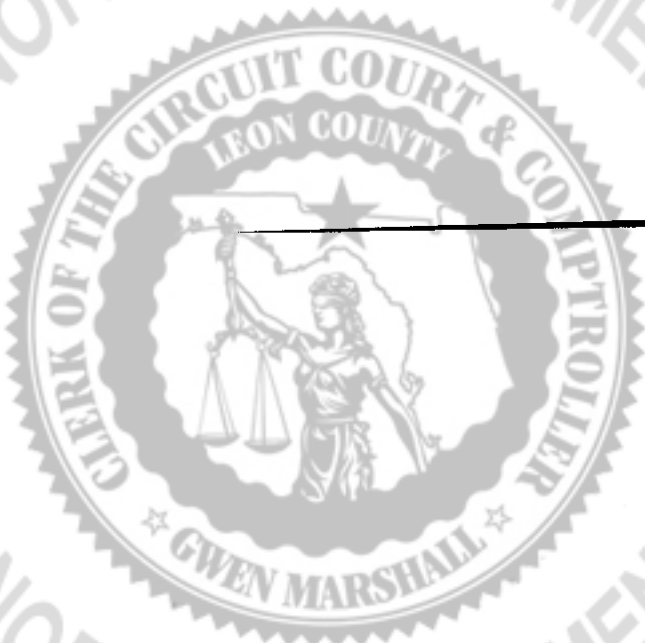
Section 1. Elective Officers. The officers of the Association shall be chosen by the Board of Directors and shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may also choose one or more Assistant Secretaries and Assistant Treasurers and such other officers as in their judgment may be necessary. All officers must be either members of the Association or employees or designees of the Declarant. Two or more offices may not be held by the same person, except for Secretary or Treasurer. The President and Vice-President shall be elected from the members of the Board of Directors.

Section 2. Election. The Board, at its first meeting after each annual meeting of the Association Members, shall elect a President, a Vice President, a Secretary and a Treasurer.

Section 3. Appointive Officers. The Board may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 4. Term. The officers shall hold office for a period of one (1) year or until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed with or without cause, at any time, by the affirmative vote of a majority of the whole Board. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board at any regular or special Board meeting.

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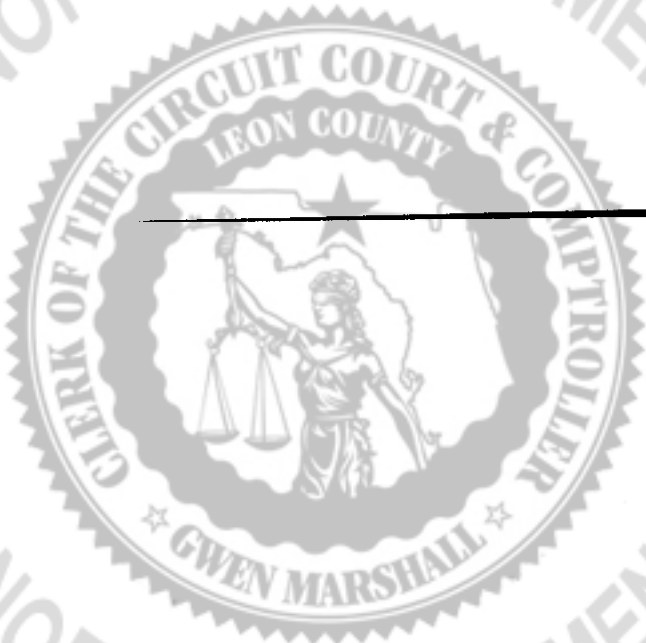
Section 5. The President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association Members and the Board, shall be an ex-officio member of all standing committees, shall have general and active management of the business of the Association, shall see that all orders and resolutions of the Board are carried into effect and shall have such other powers and duties as are usually vested in the office of President of a corporation organized not-for-profit under Chapter 617, Florida Statutes, as amended.

Section 6. The Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act and shall have such other powers and duties as are usually vested in the office of Vice President of a corporation organized not-for-profit under Chapter 617, Florida Statutes, as amended.

Section 7. The Secretary. The Secretary and/or Assistant Secretary shall attend all sessions of the Board and all meetings of Association Members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give or cause to be given, notice of all meetings of Association Members and special meetings of the Board and shall perform such other duties as may be prescribed by the Board of Directors or by the President, under whose supervision he shall be.

Section 8. The Treasurer. The Treasurer shall have the custody of the Association funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Association, including the vouchers for such disbursements, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board. These duties may also be exercised by a Managing Agent, if any, appointed by the Board.

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The Treasurer shall disburse the funds of the Association as he may be ordered by the Board, making proper vouchers for such disbursements, and shall render to the President and Directors at the regular meeting of the Board or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association.

The Treasurer shall keep detailed financial records and books of account of the Association, including a separate account for each Member which, among other things, shall contain the amount of each Assessment, the date when due, the amount paid thereon and the balance remaining unpaid.

Section 9. Agreements, Etc. All agreements and other instruments shall be executed by the President or such other person as may be designated by the Board.

ARTICLE VI

Notices

Section 1. Definitions. Whenever, under the provisions of the Declaration or of these By-Laws, notice is required to be given to the Board of Directors or to any Director or Association Member, it shall not be construed to mean personal notice but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, or by facsimile, telephone, or computer message.

ARTICLE VII

Meetings of Members, Quorums, Proxies and Waivers

Section 1. Annual Meetings. The regular annual meeting of the Members shall be held in each fiscal year, at such time, date and place as shall be determined by the Board of Directors. At such meeting there shall be elected by ballot of the membership a Board of Directors in accordance

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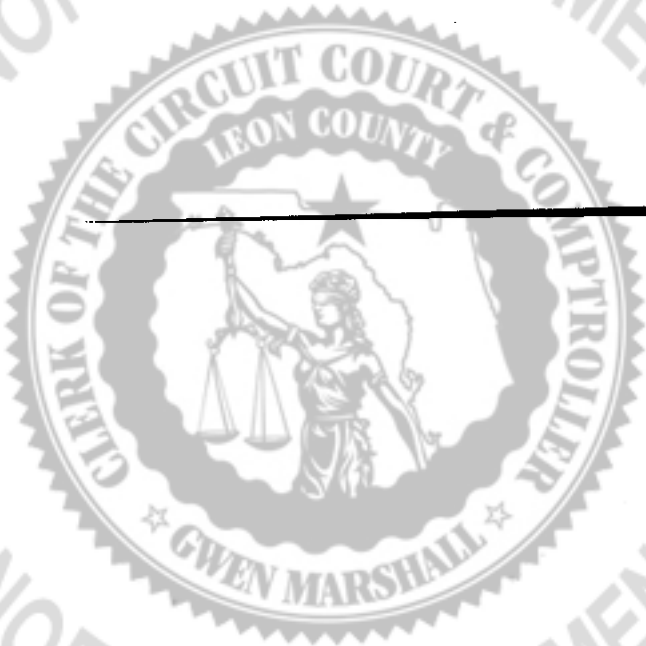
with the requirements of Article V of these By-Laws. The Members may also transact such other business as may properly come before the meeting.

Section 2. Special Meetings. Special meetings of the Members for any purpose may be called at any time by the President or by any two or more Members of the Board of Directors, or upon written request of the Members who have a right to vote one-fourth (1/4) of all the votes of the entire Membership, or who have the right to vote one-fourth (1/4) of the votes of any class of Membership.

Section 3. Quorum. As many Members as shall represent at least a majority of the total authorized votes of all Members, present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the Association for the transaction of business, except as otherwise provided by Statute, by the Declaration, the Articles of Incorporation of the Association or these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Association, the Chairman of the meeting shall have the power to adjourn the meeting to a time and date not more than thirty (30) days in the future; provided not less than five (5) days written notice of the adjourned meeting date shall be given to the Membership. At such adjourned meeting, as many Members as shall represent at least thirty-three and one-third (33-1/3%) percent of the total authorized votes of all Members shall constitute a quorum and any business may be transacted which might have been transacted at the meeting originally called.

Section 4. Vote Required to Transact Business. When a quorum is present at any meeting, the vote of a majority of the Members present in person or represented by written proxy shall decide any question brought before such meeting and such vote shall be binding upon all Members unless the question is one upon which by express provision of statute, the Declaration, Articles of

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Incorporation or of these By-Laws, a different vote is required, in which case such express provisions shall govern and control the decision of such question.

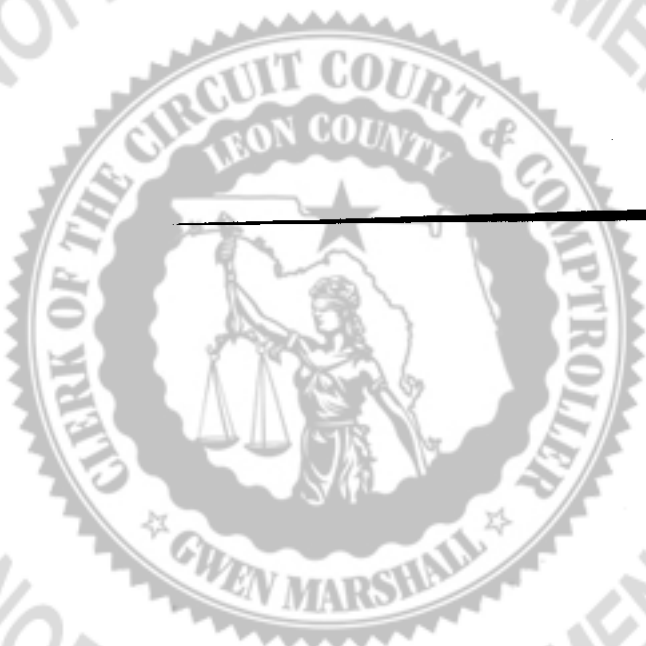
Section 5. Right to Vote. Members shall be entitled to vote either in person or by proxy at any meeting of the Association. Any such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.

Section 6. Proxies. All proxies shall be in writing and shall be filed with the Secretary prior to the meeting for which the same are to be used. A notation of such proxies shall be made in the minutes of the meeting.

Section 7. Waiver and Consent. Wherever the vote of the Membership at a meeting is required or permitted by statute or by any provision of the Declaration, Articles of Incorporation or of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of the membership may be dispensed with if all Members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

Section 8. Place of Meetings. Meetings shall be held at any suitable place convenient to the Members as may be designated by the Board of Directors and designated in the notices of such meetings.

Section 9. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member at least ten (10) days, but not more than thirty (30) days, prior to such meeting. The mailing of a notice in the manner provided by these By-Laws shall be considered notice served.



Section 10. Order of Business. The order of business at all meetings shall be as follows:

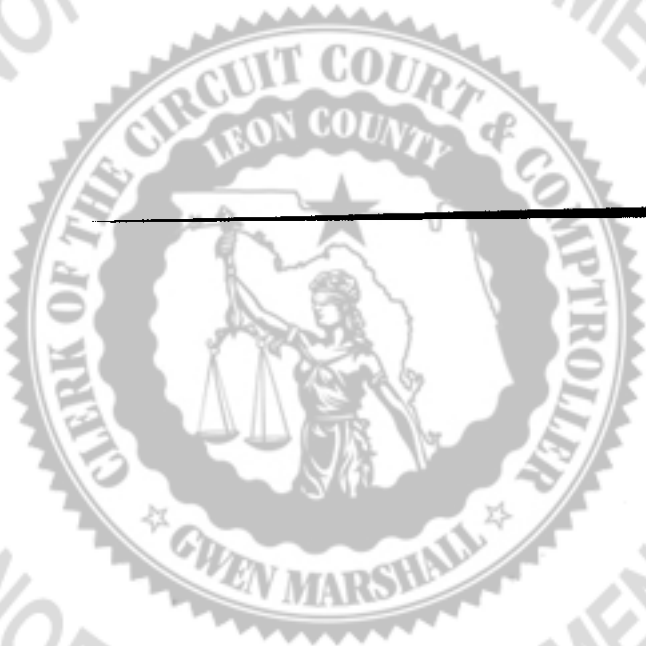
- (a) Roll call;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading of minutes of preceding meeting;
- (d) Report of officers, if any;
- (e) Report of committees, if any;
- (f) Appointment of inspectors of election (in the event there is an election);
- (g) Election of Directors (in the event there is an election);
- (h) Unfinished business;
- (i) New business.

ARTICLE VIII

Amendments

These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of seventy-five (75%) percent of the total authorized votes of all Members present in person or by proxy; provided that the notice to the Members of the meeting contains a statement of the proposed Amendment of the By-Laws; and provided that the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or by applicable law; and provided further that any matters stated herein to be or which are in fact covered by the Declaration may not be amended except as provided in such Declaration. No amendment shall be effective which would affect the rights or obligations of the Class B Member (the Declarant) without the prior written approval of such Member. All amendments to these By-Laws shall be recorded in the Public Records of Gulf County, Florida. The Federal Housing

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Administration or the Veterans Administration shall have the right to veto any of the above while either of such entities has an interest.

ARTICLE IX

Acquisition of Lots

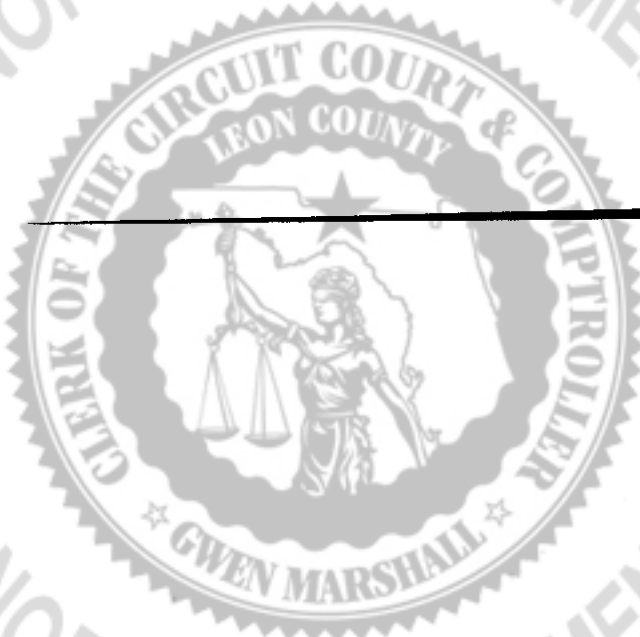
At any foreclosure sale of a Lot, the Board of Directors may, with the authorization and approval by the affirmative vote of Members casting not less than sixty-six and two-thirds (66-2/3%) percent of the total authorized vote of the Members, present in person or by proxy, at any regular or special meeting of the Members wherein said matter is voted upon, acquire in the name of the Association, or its designees, a Lot being foreclosed. The term "foreclosure", as used in this Article, shall mean and include any foreclosure of any lien, excluding the Association's lien for assessments. The power of the Board of Directors to acquire a Lot at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of said Board of Directors or of the Association to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purposes of setting forth the power of the Board of Directors to do so should the requisite approval of the Members be obtained. The Board of Directors shall not be required to obtain the approval of Owners at the foreclosure sale of a Lot, due to the foreclosure of the Association's lien for assessment under the provisions of the Declaration, notwithstanding the sum that the Board of Directors determines to bid at such foreclosure sale.

ARTICLE X

Parliamentary Rules

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Declaration or the By-Laws.

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ARTICLE XI

Paramount Rights of Declarant

All of the applicable terms and provisions of all of the Articles and the Sections thereunder of these By-Laws shall be subject to the applicable sections of the Declaration as rights and powers of the Declarant, which rights and powers shall be deemed paramount to the applicable provisions of the Articles and Sections thereunder of these By-Laws.

ARTICLE XII

General Provisions

Section 1. Fiscal Year. The fiscal year of the Association shall be fixed by resolution of the Board of Directors, and the fiscal year may be a calendar year.

Section 2. Examination of Books and Records. Each Member or their respective representatives and first mortgagees, shall be entitled to a reasonable examination of the books and records of the Association at any time upon reasonable notice to its Board of Directors. The Declaration, Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member or first mortgagee at the principal office of the Association.

Section 3. Gender. Whenever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires.

Section 4. Severability. Should any of the covenants, terms or provisions herein imposed be or become unenforceable at law or in equity, the remaining provisions of these By-Laws shall nevertheless be and remain in full force and effect.



Section 5. Construction. In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control, and in case of any conflict between the Declaration and these By-Laws the said Declaration shall control.

I HEREBY CERTIFY that the foregoing By-Laws of the above named Association were duly adopted by the Board of Directors of said Association as of the 20 day of December, 2004.

THE RIDGE AT VELDA DAIRY
HOMEOWNERS' ASSOCIATION, INC., a
Florida corporation not-for-profit

By: 
Hurley H. Booth, Jr., President

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