

# State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of TOWER OAKS HOMEOWNERS ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on August 6, 1981, as shown by the records of this office.

The charter number for this corporation is 759517.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
7th day of August, 1981.



CER 101 Rev. 12-80

George Firestone  
Secretary of State

ARTICLES OF INCORPORATION  
OF  
TOWER OAKS HOMEOWNERS  
ASSOCIATION,  
INC.

FILED  
AUG 6 3 13 PM '81  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

In compliance with the requirements of Florida Statutes 617 (1979) , the undersigned, all of whom are residents of Alachua County, Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is TOWER OAKS HOMEOWNERS ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at 2121 N.W. 2nd Street, Gainesville, Florida.

ARTICLE III

SAUL SILBER, whose address is 3225 N.W. 27th Terrace, Gainesville, Florida, 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, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

Lots One (1) through Seventy-one (71) of TOWER OAKS, Unit No. 1, as per plat thereof recorded in Plat Book "K", page 86 of the Public Records of Alachua County, Florida.

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

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

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

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds

(2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

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

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

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

#### ARTICLE V MEMBERSHIP

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

#### ARTICLE VI VOTING RIGHTS

The Association shall have two classes of voting membership:

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

Class B. The 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 either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on December 31, 1982.

#### ARTICLE VII BOARD OF DIRECTORS

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

<u>NAME</u>	<u>ADDRESS</u>
Saul Silber President	3225 N.W. 27th Terrace Gainesville, Florida 32601
O. G. Feaster, Jr. Treasurer	P.O. Box 15 McIntosh, Florida 32664
D. G. Feaster Secretary	7410-D S.W. 42nd Place Gainesville, Florida 32601

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

ARTICLE VIII  
DISSOLUTION

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

ARTICLE IX  
DURATION

The corporation shall exist perpetually.

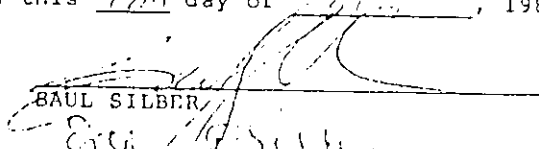
ARTICLE X  
AMENDMENTS

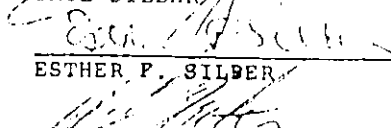
Amendment of these Articles shall require the assent of 75 percent (75%) of the entire membership.

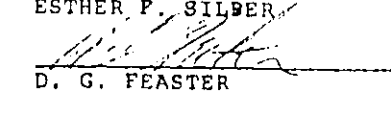
ARTICLE XI  
FHA/VA APPROVAL

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

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 19th day of April, 1981.

  
\_\_\_\_\_  
SAUL SILBER

  
\_\_\_\_\_  
ESTHER P. SILBER

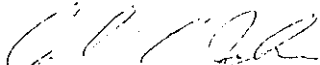
  
\_\_\_\_\_  
D. G. FEASTER

STATE OF FLORIDA

COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared SAUL SILBER, ESTHER F. SILBER and D. G. FEASTER well known to me to be the persons described in the foregoing instrument, and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 17 day of Nov, A. D. 1981.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
NOVEMBER 1981  
MY COMMISSION EXPIRES NOV 19 1981

BY-LAWS  
OF  
TOWER OAKS HOMEOWNERS  
ASSOCIATION,  
INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is TOWER OAKS HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 2121 N.W. 2nd Street Gainesville, Florida but meetings of members and directors may be held at such places within the State of Florida, County of Alachua, as may be designated by the Board of Directors.

ARTICLE II  
DEFINITIONS

Section 1. "Association" shall mean and refer to PINE GLADE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

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

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

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

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

Section 6. "Declarant" shall mean and refer to AFFORDABLE HOMES, INC., 2121 N.W. 2nd Street, Gainesville, Florida, its successors or assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

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

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

ARTICLE III  
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 2:00 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

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

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

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

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

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

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

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

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

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

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

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

ARTICLE VI  
MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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

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

ARTICLE VII  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall power to:

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

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

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

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

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

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

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

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

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment

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

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

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

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

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

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

(g) cause the Common Area to be maintained.

(h) cause the exterior of the dwellings to be maintained.

#### ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

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

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

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

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

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

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

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

President

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

Vice-President

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

Secretary

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

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX  
COMMITTEES

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

ARTICLE X  
BOOKS AND RECORDS

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

ARTICLE XI  
ASSESSMENTS

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

such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII  
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: TOWER OAKS HOMEOWNERS ASSOCIATION, INC. - Corporate Seal.

ARTICLE XIII  
AMENDMENTS

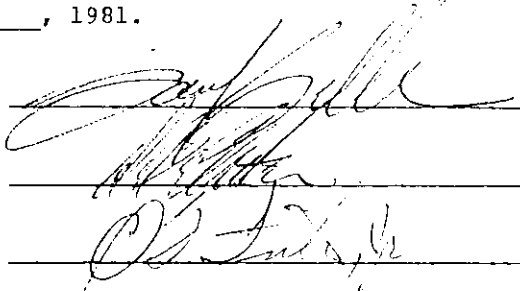
Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV  
MISCELLANEOUS

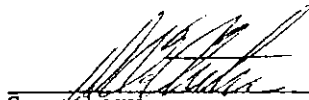
The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

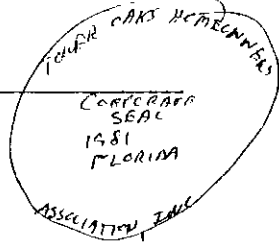
IN WITNESS WHEREOF, we, being all of the directors of the TOWER OAKS HOMEOWNERS ASSOCIATION, INC. have hereunto set our hands this 19th day of August, 1981.



CERTIFICATION

I, the undersigned, do hereby certify:  
THAT I am the duly elected and acting secretary of the TOWER OAKS HOMEOWNERS ASSOCIATION, INC., a Florida corporation, and,  
THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on this 19th day of August, 1981.  
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 19 day of August, 1981.

  
Secretary



DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR TOWER OAKS, UNIT NO. 1

THIS DECLARATION, made on the date hereinafter set forth by AFFORDABLE HOMES, INC., hereinafter referred to as "Declarant".

WITNESSETH:

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

Lots One (1) through Seventy-one (71) of TOWER OAKS, Unit No. 1, as per plat thereof recorded in Plat Book K, page 86 of the Public Records of Alachua County, Florida.

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

ARTICLE I

Section 1. "Association" shall mean and refer to TOWER OAKS HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

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

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

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners, including such open space areas and recreational areas as may be shown on the recorded plat of TOWER OAKS, Unit No. 1.

Section 5. "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of the fee simple title to any Lot, including owners who have contracted to sell, but excluding those who have such interest merely as security for the performance of any obligation.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 7. "Declarant" shall mean and refer to AFFORDABLE HOMES, INC., 2121 N.W. 2nd Street, Gainesville, Florida, its successors or assigns if they should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II.  
PROPERTY RIGHTS

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

- (a) the right of the Association to charge reasonable

admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for any period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

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

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

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

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

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

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

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1982.

### ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

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

and for the improvement and maintenance of the Common Area and of the homes situated upon the properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Sixty dollars (\$60.00) per Lot.

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

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

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

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 the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the 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. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10% per annum. The Association may bring action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The

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

#### ARTICLE V ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE VI GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by 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 one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. (a) Additional residential property and Common Area may be annexed to the Properties with the consent of two-Thirds (2/3) of each class of members.

(b) Additional land within the area described in Official Record Book 1318, page 534-536 of the land records of Alachua County, Florida may be annexed by the Declarant without the consent of members within four (4) years of the date of this instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them. If any land annexed under this provision contains a condominium or commercial development, each condominium unit or each 4000 square feet or commercial land shall be the equivalent of one lot.

Section 5. FHA/VA Approval. As long as there is a class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE VII  
RESTRICTIONS

Section 1. All Lots shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any Lot other than apartment buildings containing no more than the number of units shown on the recorded plat of the Properties. Nothing herein shall prohibit non-residential use of property annexed to the Properties if such use is permitted by the applicable governmental rules and regulations.

Section 2. No multiple-family unit shall be permitted on any Lot in which the living area of the unit is less than 600 square feet in area.

Section 3. The construction on any Lot, tract or parcel shall be in conformity with the setback restrictions as to any lot lines under the rules and regulations of the governing body having jurisdiction of same in which this property is located.

Section 4. Each Owner shall provide and maintain for the use of the residents of each dwelling unit on each Lot adequate refuse holders which shall not be visible from the street, shall be adequate to each such Lot, and which shall be enclosed and constructed so as to be invulnerable to common animals.

Section 5. Each Owner shall install draperies, or other attractive window coverings deemed suitable by the Board or its committee, in each window of each dwelling unit, which coverings or replacements thereof shall remain as permanent fixtures in each dwelling unit.

Section 6. The developer and owners agree that no agency of government will be requested to assume maintenance of Commons Areas; further, if, for any reason, it should become necessary that a public agency maintain such areas or otherwise expend public funds thereon, such costs shall be due and payable by individual property owners and, if unpaid, shall become liens on individual lots.

Section 7. Any and all liens and other charges against any Lot or Lots in the Subdivision, which lien or charge is created by or provided for in this Declaration, shall be subordinate and inferior to any recorded first mortgage, regardless of which such lien or charge was due, but not to any other mortgage. Such first mortgages shall specifically include first mortgages originally executed and delivered to a bank, savings and loan association or insurance company authorized to transact business in the State of Florida. Upon the recordation of the certificate of title in the foreclosure of a first mortgage, any lien or charge due and payable prior to such recordation shall be deemed abolished, but the lien for charges due and payable after recordation of such certificate shall not be impaired and shall be effective as to the grantee of such certificate to title.

Section 8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

Section 9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

Section 10. No fence, wall or hedge shall be permitted to extend beyond the front building setback line established herein except upon approval by the Board or its architectural committee as provided herein..

Section 11. No animals, livestock, or poultry of any kind other than house pets shall be kept or maintained on any part of said property. House pets shall be permitted provided that they are not kept, bred, or maintained for any commercial purpose, nor shall they be kept in such numbers as to constitute an inconvenience or annoyance to other property owners.

ARTICLE VIII  
PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right of Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE IX  
EXTERIOR MAINTENANCE

In the event an owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE X

Section 1. The owner of more than one contiguous lot is authorized to construct homes on several lots with party walls as provided in Article VIII and to convey the lots singularly and such lots shall be governed by this article.

Section 2. The owners of lots on which residential improvements have been constructed with party walls shall each

have a common easement for pedestrian use around the outer five feet (5') of the parcel formed by the lots with such common improvement. This easement shall also be for the benefit of the heirs, assigns and lessees of the owners.

Section 3. If the residential improvement constructed with party walls is served by approach aprons from the street on a basis of at least one apron for every two units, then the owners of the units shall have an equal obligation to maintain the approach apron which serves the particular units.

Section 4. If the residential improvement constructed with party walls is constructed on lots which all front on a platted street and it contains more than two units for each approach apron, then the owners of the units and their heirs, assigns, and lessees shall have an easement over the front 25 feet of the entire parcel formed by the lots with such common improvement for the purpose of ingress, egress, and parking of motorized vehicles and shall each have an equal obligation to maintain the parking area and approach aprons which serve the entire parcel.

Section 5. The owners of lots on which a residential improvement has been constructed with party walls in which there is a continuous roof over the entire improvement, i.e. there are no fire walls separating the roof over each unit, shall be equally responsible for the care, maintenance, and replacement of such roof on a per unit basis, except that any damage resulting from the negligence of one or more lot owners shall be the responsibility of such lot owners. The owners shall be bound by a decision of the owners of a majority of the lots as to the care, maintenance, and replacement of such roof.

Section 6. The owners of lots on which a residential improvement is constructed may provide, by an affirmative vote of the owners of a majority of the lots covered by the improvement, to assess each such lot under the same terms and conditions as set forth in Article IV hereof for maintaining and replacing any items for which such lot owners have a common obligation to maintain and replace. This assessment shall be separate and apart from the applicable assessment of each lot under Article IV for the entire subdivision.

Section 7. The residential improvement constructed with party walls shall not be longer than 235 feet in length. The minimum curb distance between the center of any adjacent curb cuts shall be 50 feet and the maximum width of any curb cut shall be 18 feet. These provisions may be modified only with the consent of the County Engineer.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 19th day of May, 1981.

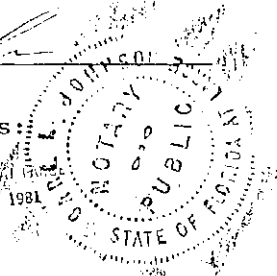
AFFORDABLE HOMES, INC.

By: [Signature]  
Saul Silber, Vice-President  
(corporate seal)

STATE OF FLORIDA  
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared SAUL SILBER, well known to me to be the Vice-President of the corporation described in the foregoing instrument, and that he severally acknowledged executing the same freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of May, A. D. 1981.

[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES NOV. 13, 1981  


DECLARATION OF ANNEXATION FOR PEPPER MILL

THIS DECLARATION made on the date hereinafter set forth, by Affordable Homes, Inc., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in Alachua County, which is more particularly described as:

Lots One (1) through Seventy-four (74) of PEPPER MILL, as per plat thereof recorded in Plat Book M, page 56 of the Public Records of Alachua County, Florida.

WHEREAS, Affordable Homes, Inc. made that certain Declaration of Covenants, Conditions and Restrictions of Tower Oaks, Unit No. 1, dated May 19, 1981, and recorded in Official Record Book 1348, pages 330-337, of the Public Records of Alachua County, Florida.

WHEREAS, the Article VI, Section 4(b) of the Declaration of Covenants, Conditions and Restrictions of Tower Oaks, Unit No. 1 provided that certain lands within the area described in Official Records Book 1318, pages 534-536 of the land records of Alachua County, Florida, could be annexed to the properties covered by the terms and conditions of said Declaration.

WHEREAS, the property described above is within the area allowed to be annexed pursuant to Section 4(b), and

WHEREAS, the Federal Housing Administration or the Veterans Administration has approved the annexation of the property described above.

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to all the terms and conditions of the Declaration of Covenants, Conditions and Restrictions for Tower Oaks, Unit No. 1, as if they had been part of the property originally subjected to such Declaration.

IN ADDITION, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following terms and conditions:

SECTION 1 - GENERAL. Certain of the lots within the property are subject to an easement for side yard purpose (a "servant tenement"). Such easement for side yard purposes benefits an adjoining lot (a "dominant tenement"). A lot may be both burdened by an easement for side yard purposes as well as benefited by an easement for side yard purposes. The location of the various side yard easements shall be the five feet immediately adjacent to the side lot line of the servient tenement, which lot line immediately abuts or is within five feet of improvements constructed on the dominant tenement. The provisions of this Article shall govern as to the rights and obligations of owners and occupants of lots respecting side yard easements.

SECTION 2 - USE, OCCUPANCY AND MAINTENANCE OF SIDE YARDS. The owners or occupants of a lot which is a dominant tenement shall have a limited, nonexclusive right to use and occupy the side yard easement appurtenant thereto for the following purposes:

- A. A roof overhang from the residential structure on the dominant tenement upon the side yard;
- B. Encroachment upon the side yard by reason of placement or settlement of portions of improvements originally constructed upon the dominant tenement and any reconstruction or replacement thereof, including but not limited to overhangs, eaves, portions of roofs, outcropping of structures and minor encroachments due to natural settlement of structures, and other minor encroachments upon the side yard;

- C. Ingress and egress for the purpose of maintaining, repairing, and replacing improvements referred to in A and B above, including, without limitation, a dwelling or structure situated upon the dominant tenement which abuts the boundary of the servient tenement, the maintenance of all or portion of which (including exterior walls) is feasible only by entry by the owner of the dominant tenement upon the servient tenement.

SECTION 3 - LIMITATIONS. The use of the dominant tenement is subject to the following:

- A. The right of the owners and occupants of the servient tenement at any time to enter upon the side yard for purposes of maintaining, repairing, constructing, and/or reconstructing improvements upon the servient tenement, including landscaping and gardening of the servient tenement; and
- B. Drainage over and across the side yard in favor of the servient tenement for water drainage from any structure upon the servient tenement and from normal usage of the servient tenement.
- C. In the event that any portion of such dwelling or structure which encroaches upon or abuts the boundary of the servient tenement is damaged or injured through the act or negligence of the owner of the servient tenement, or any person entering upon the servient tenement with the consent of the owner of the servient tenement, the damage or injury shall be repaired or replaced, as applicable, at the cost of the servient tenement owner, and the owner of the dominant tenement shall have an action at law against the owner of the servient tenement for the costs of such replacement or repair, as applicable, together with any and all costs of suit and reasonable attorney's fees.
- D. The owner of the servient tenement is hereby prohibited from attaching or placing any structure, appliance, or improvement on or adjoining the dwelling or structure which abuts upon or encroaches upon the boundary of the servient tenement and which would in any way interfere with the right of access hereinabove provided in favor of the dominant tenement over the servient tenement.

SECTION 4 - DAMAGE TO SERVICENT TENEMENT. Owners and occupants of the dominant tenement shall be responsible for all damage to the servient tenement and the improvements thereof resulting directly or indirectly from their use and enjoyment of the side yard.

SECTION 5 - CONFLICTING PROVISIONS. To the extent the provisions of this Article conflict with any other provisions of this Declaration, the conflicting provisions of this Article shall control.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 17<sup>th</sup> day of JULY, 1984.

AFFORDABLE HOMES, INC.

BY:   
SAUL SILBER, President

STATE OF FLORIDA  
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared SAUL SILBER, well known to me to be the President of Affordable Homes, Inc., and that he severally acknowledged executing the same freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 11 day of \_\_\_\_\_, 1984.

\_\_\_\_\_  
Notary Public

My Commission Expires:

My Commission Expires: \_\_\_\_\_

DECLARATION OF ANNEXATION FOR TOWER OAKS RIDGE

THIS DECLARATION made on the date hereinafter set forth, by AFFORDABLE HOMES, INC., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in Alachua County, which is more particularly described as:

Lots One (1) through Twenty-seven (27) of Tower Oaks Ridge, as per plat thereof recorded in Plat Book "L", page 18 of the Public Records of Alachua County, Florida.

WHEREAS, Declarant made that certain Declaration of Covenants, Conditions and Restrictions for Tower Oaks, Unit No. 1, dated May 19, 1981, and recorded in Official Records Book 1348, pages 330-337 of the Public Records of Alachua County, Florida,

WHEREAS, the Article IV, Section 4(b) of the Declaration of Covenants, Conditions, and Restrictions of Tower Oaks, Unit No. 1 provided that certain lands within the area described in Official Records Book 1318, pages 534-536 of the land records of Alachua County, Florida, could be annexed to the properties covered by the terms and conditions of said Declaration;

WHEREAS, the property described above is within the area allowed to be annexed pursuant to Section 4(b), and

WHEREAS, the Federal Housing Administration or the Veterans Administration has approved the annexation of the property described above,

NOW THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to all the terms and conditions of the Declarations of Covenants, Conditions, and Restrictions for Tower Oaks, Unit No. 1, as if they had been part of the property originally subjected to such Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 17th day of September, 1981.

AFFORDABLE HOMES, INC.  
By: Saul Silber, Vice President  
(corporate seal)

STATE OF FLORIDA  
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared SAUL SILBER, well known to me to be the Vice-President of the corporation described in the foregoing instrument, and that he severally acknowledged executing the same freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of September, A.D. 1981.

[Signature]  
Notary Public  
My Commission Expires:  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES NOV. 13, 1984

DECLARATION OF ANNEXATION FOR TOWER OAKS ARMS

THIS DECLARATION made on the date hereinafter set forth, by AFFORDABLE HOMES, INC., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in Alachua County, which is more particularly described as:

Lots One (1) through Twenty-one (21) of Tower Oaks Arms, as per plat thereof recorded in Plat Book "L", page 29 of the Public Records of Alachua County, Florida.

FILED  
1981 DEC -4 PM 8:42  
ALACHUA COUNTY FLORIDA

WHEREAS, Declarant made that certain Declaration of Covenants, Conditions, and Restrictions for Tower Oaks, Unit No. 1, dated May 19, 1981, and recorded in Official Records Book 1348, pages 330-337 of the Public Records of Alachua County, Florida,

WHEREAS, the Article IV, Section 4(b) of the Declaration of Covenants, Conditions, and Restrictions of Tower Oaks, Unit No. 1 provided that certain lands within the area described in Official Records Bok 1318, pages 534-536 of the land records of Alachua County, Florida, could be annexed to the properties covered by the terms and conditions of said Declaration;

WHEREAS, the property described above is within the area allowed to be annexed pursuant to Section 4(b), and

WHEREAS, the Federal Housing Administration or the Veterans Administration has approved the annexation of the property described above,

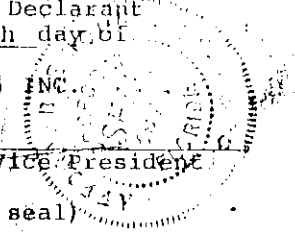
NOW THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to all the terms and conditions of the Declaration of Covenants, Conditions, and Restrictions for Tower Oaks, Unit No. 1, as if they had been part of the property originally subjected to such Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 24th day of November, 1981.

AFFORDABLE HOMES, INC.

By: *Saul Silber*  
Saul Silber, Vice President

(corporate seal)



STATE OF FLORIDA  
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared SAUL SILBER, well know to me to be the Vice-President of the corporation described in the foregoing instrument, and that he severally acknowledged executing the same freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of November, A.D. 1981.

*Carl J. [Name]*  
Notary Public  
My Commission Expires:  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES NOV. 13, 1985



<u>NAME</u>	<u>ADDRESS</u>
Saul Silber President	3225 N.W. 27th Terrace Gainesville, Florida 32601
O. G. Feaster, Jr. Treasurer	P.O. Box 15 McIntosh, Florida 32664
D. G. Feaster Secretary	7410-D S.W. 42nd Place Gainesville, Florida 32601

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

ARTICLE VIII  
DISSOLUTION

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

ARTICLE IX  
DURATION

The corporation shall exist perpetually.

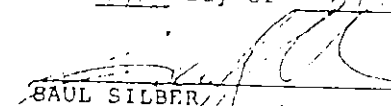
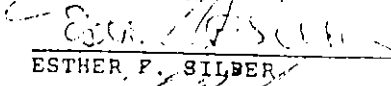

ARTICLE X  
AMENDMENTS

Amendment of these Articles shall require the assent of 75 percent (75%) of the entire membership.

ARTICLE XI  
FHA/VA APPROVAL

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

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 19th day of April, 1981.

  
 SAUL SILBER  
  
 ESTHER P. SILBER  
  
 D. G. FEASTER

*Bosshardt Property Mgmt. - Helen Karsch  
371-6100 Contact Person*

DECLARATION OF ANNEXATION FOR PEPPER MILL

THIS DECLARATION made on the date hereinafter set forth, by Affordable Homes, Inc., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in Alachua County, which is more particularly described as:

Lots One (1) through Seventy-four (74) of PEPPER MILL, as per plat thereof recorded in Plat Book M, page 56 of the Public Records of Alachua County, Florida.

WHEREAS, Affordable Homes, Inc. made that certain Declaration of Covenants, Conditions and Restrictions of Tower Oaks, Unit No. 1, dated May 19, 1981, and recorded in Official Record Book 1348, pages 330-337, of the Public Records of Alachua County, Florida.

WHEREAS, the Article VI, Section 4(b) of the Declaration of Covenants, Conditions and Restrictions of Tower Oaks, Unit No. 1, provides that certain lands within the area described in Official Records Book 1318, pages 534-536 of the land records of Alachua County, Florida, could be annexed to the properties covered by the terms and conditions of said Declaration.

WHEREAS, the property described above is within the area allowed to be annexed pursuant to Section 4(b), and

WHEREAS, the Federal Housing Administration or the Veterans Administration has approved the annexation of the property described above.

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to all the terms and conditions of the Declaration of Covenants, Conditions and Restrictions for Tower Oaks, Unit No. 1, as if they had been part of the property originally subjected to such Declaration.

IN ADDITION, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following terms and conditions:

SECTION 1 - GENERAL. Certain of the lots within the property are subject to an easement for side yard purpose (a "servient tenement"). Such easement for side yard purposes benefits an adjoining lot (a "dominant tenement"). A lot may be both burdened by an easement for side yard purposes as well as benefited by an easement for side yard purposes. The location of the various side yard easements shall be the five feet immediately adjacent to the side lot line of the servient tenement, which lot line immediately abuts or is within five feet of improvements constructed on the dominant tenement. The provisions of this Article shall govern as to the rights and obligations of owners and occupants of lots respecting side yard easements.

SECTION 2 - USE, OCCUPANCY AND MAINTENANCE OF SIDE YARDS. The owners or occupants of a lot which is a dominant tenement shall have a limited, nonexclusive right to use and occupy the side yard easement appurtenant thereto for the following purposes:

- A. A roof overhang from the residential structure on the dominant tenement upon the side yard;
- B. Encroachment upon the side yard by reason of placement or settlement of portions of improvements originally constructed upon the dominant tenement and any reconstruction or replacement thereof, including but not limited to overhangs, eaves, portions of roofs, outcropping of structures and minor encroachments due to natural settlement of structures, and other minor encroachments upon the side yard;

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- C. Ingress and egress for the purpose of maintaining, repairing, and replacing improvements referred to in A and B above, including, without limitation, a dwelling or structure situated upon the dominant tenement which abuts the boundary of the servient tenement, the maintenance of all or portion of which (including exterior walls) is feasible only by entry by the owner of the dominant tenement upon the servient tenement.

SECTION 3 - LIMITATIONS. The use of the dominant tenement is subject to the following:

- A. The right of the owners and occupants of the servient tenement at any time to enter upon the side yard for purposes of maintaining, repairing, constructing, and/or reconstructing improvements upon the servient tenement, including landscaping and gardening of the servient tenement; and
- B. Drainage over and across the side yard in favor of the servient tenement for water drainage from any structure upon the servient tenement and from normal usage of the servient tenement.
- C. In the event that any portion of such dwelling or structure which encroaches upon or abuts the boundary of the servient tenement is damaged or injured through the act or negligence of the owner of the servient tenement, or any person entering upon the servient tenement with the consent of the owner of the servient tenement, the damage or injury shall be repaired or replaced, as applicable, at the cost of the servient tenement owner, and the owner of the dominant tenement shall have an action at law against the owner of the servient tenement for the costs of such replacement or repair, as applicable, together with any and all costs of suit and reasonable attorney's fees.
- D. The owner of the servient tenement is hereby prohibited from attaching or placing any structure, appliance, or improvement on or adjoining the dwelling or structure which abuts upon or encroaches upon the boundary of the servient tenement and which would in any way interfere with the right of access hereinabove provided in favor of the dominant tenement over the servient tenement.

SECTION 4 - DAMAGE TO SERVICENT TENEMENT. Owners and occupants of the dominant tenement shall be responsible for all damage to the servient tenement and the improvements thereof resulting directly or indirectly from their use and enjoyment of the side yard.

SECTION 5 - CONFLICTING PROVISIONS. To the extent the provisions of this Article conflict with any other provisions of this Declaration, the conflicting provisions of this Article shall control.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 17<sup>th</sup> day of JULY, 1984.

AFFORDABLE HOMES, INC.

BY:   
SAUL SILBER, President.

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STATE OF FLORIDA  
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared SAUL SILBER, well known to me to be the President of Affordable Homes, Inc., and that he severally acknowledged executing the same freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 17 day of July 1987

*Carol Ann Bishop*  
Notary Public

My Commission Expires: 12/31/88  
Notary Public, State Of Florida At Large  
My Commission Expires Dec. 15, 1987  
Order No. 1622 issued by Governor Jeb Bush