

RETURN TO JENKINS AND TUBBS

2300

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J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
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CobbleField

COVENANTS & RESTRICTIONS

This declaration made the date below stated.

WITNESSETH:

WHEREAS, Declarant is the owner of the following described property (hereinafter the "property") located in Alachua County, Florida, to wit:

CobbleField - Unit I, a planned unit development as per plat thereof recorded in Plat Book 22, pages 85 and 86 of the Public Records of Alachua County, Florida.

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

ARTICLE I. DEFINITIONS

1. "Association" and or "Community Association" shall mean and refer to CobbleField Owners Association, Inc., a Florida corporation not-for-profit, its successors and assigns.
2. "Board of Directors" shall mean and refer to the Board of Directors for the Community Association.
3. The "Property" and/or the "Properties" shall mean and refer to the above property and may mean any other property referred to in Resolution #Z-00-21 as adopted by the Alachua County Board of County Commissioners on July 11, 2000 or property later platted and expressly made subject to this Declaration or any Supplementary Declaration.
4. "Common Areas" shall mean all real property (including improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Declarant may hereafter convey additional portions of the properties to the Association to constitute additional Common Area, but shall have no obligation to do so.
5. "Limited Common Areas" shall mean those common areas (if any) which are so designated on the plat as reserved for the use of certain lots to the exclusion of other lots and any reference made to common areas in the following provisions of this Declaration or the CobbleField PUD instruments is meant to also include limited common areas except to the extent the same be modified by separate instrument.
6. "Lot" shall mean and refer to the building plots of land shown upon the recorded subdivision plat of the property.
7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any interest in any lot.
8. "Member" shall mean and refer to all those Owners who are members of the Community Association as provided in Article III herein.
9. "Transfer Date" shall mean and refer to that certain date when management and control of the Community Association will be turned over to the Board of Directors thereof by the Developer.

10. "CobbleField" shall mean and refer to the residential community project to be built and developed upon the Properties.

11. "Developer" and "Declarant" shall mean and refer to G. W. ROBINSON BUILDERS, INC., a Florida corporation, its successors and assigns.

12. "Surface Water" or "Storm Water Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall event, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

**ARTICLE II
APPURTENANCY OF COMMON PROPERTY AND PARTITION**

Section 1. Appurtenancy of Common Property. All easements and other rights herein given to owners of lots, including the right to be Members in the Community Association, are hereby declared to be appurtenant to such property ownership and shall not be separately conveyed, encumbered or otherwise dealt with separately from the real property. Any instrument which purports to transfer and convey a lot (whether a deed, mortgage or other instrument), shall also convey all of the Owner's rights and easements hereunder, whether specifically mentioned or not. Once an owner conveys title to his lot to some other person, or entity, he shall automatically lose his rights and easements hereunder, and the grantee of the Owner shall automatically become the new Owner subject to all rights and obligations of this Declaration.

Section 2. Waiver of Partition. The Developer, and each subsequent Owner of any interest in a lot and in the Common Properties, by acceptance of a conveyance or any interest transferring an interest, waives the right of partition of any interest in the Common Properties under the Laws of the State of Florida as it exists now or hereafter until this residential community project is terminated according to the provisions hereof or by law. Any owner may freely convey an interest in a lot subject to the provision of this declaration.

**ARTICLE III
COMMUNITY ASSOCIATION**

Section 1. Purpose. The principal purpose of the Community Association is to perform the acts and duties desirable for residential community living as provided for in this Declaration, to own and hold title to all of the common areas, to administer and manage the Properties in accordance with the terms and conditions hereof and subject to the Articles of Incorporation and Bylaws, and to levy and enforce collection of assessments as are necessary to perform all of the said acts, duties and obligations, and all other duties herein expressly or impliedly imposed upon the Community Association.

Section 2. Membership. Every owner, including Developer, of any lots shall automatically be a Member of the Community Association. Such membership shall continue for so long as such ownership continues, under record of title, and shall automatically terminate when such person or entity no longer owns such interest.

Section 3. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person or entity 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 the ownership of any one lot. When subsequent lands of the Properties are subjected to this Declaration by platting of additional phases or units, all Owners of Lots in subsequently platted phases or units, with the exception of the Developer, shall be entitled to one vote for each Lot owned.

Class B. The Class B Member shall be the Developer and shall be entitled to Five (5) 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 in each and every separately platted phase unit the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership (It being the declared intent of these covenants that for so long as the Developer retains a class B membership in any phase it shall be deemed to continue to have or retain a majority vote in every phase),

(b) on January 1, 2008, or

(c) Developer requests that Class B membership be converted to Class A membership.

Section 4. Board of Directors, Bylaws, and Rules and Regulations. All of the affairs, policies, regulations and property of the Community Association shall be controlled and governed by the Board of Directors thereof, which Board shall consist of any odd number of Members, no fewer than three (3) nor more than seven (7), the exact number to be determined by the Members of the Community Association prior to the vote therefor.

Such directors shall be elected annually by all Members entitled to vote, and need not be Members of the Association. Additionally, the Board of Directors may promulgate and enforce reasonable uniform rules and regulations which may be necessary or expedient for the general control, management and operation of the Properties in accordance with the purposes and objectives of a planned residential community association and subject to the provisions of this Declaration. Each owner has the responsibility of abiding by the most current rules and regulations and has the responsibility for obtaining a copy of said rules and regulations from the Association.

Rules and regulations shall be adopted at any meeting of the Board of Directors, notice of which has been given to each Owner, in writing, by U.S. Mail, at the last address supplied the Association by the owner, said notice to be sent at least 10 days prior to said meeting.

Section 5. Commencement of Management. The provisions of this Declaration shall become applicable, effective and binding insofar as the management and operation of the Properties and the levying of assessments is concerned, whether or not actual management of the Properties is delivered and turned over by the Developer to the Community Association.

Upon turning over the management and operation of the Properties to the Community Association at the Transfer Date, or prior thereto, the Developer shall render an accounting to the Community Association and deposit with it any sums due the Community Association, and shall then automatically be released of any and all types of liability to Lot Owners and the Community Association.

While management, operation and control of the Properties and the Community Association remains in the Developer and is not turned over solely to the Community Association, to be administered by its duly elected Board of Directors, the said Board of Directors shall function, although the Developer shall have the right to overrule any decision of the Board.

ARTICLE IV PROPERTY RIGHTS.

Section 1. Member's Easements of Enjoyment. Subject to the provisions of Section 3 hereof, every Member, including Members owning Lots in subsequent phases of the Properties subjected to this Declaration, shall have a perpetual nonexclusive right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant and shall pass with title to every Lot. This right is further subject to the following provisions;

- (a) The right of the Association to suspend voting rights and right to use of the recreational facilities, if any, by an Owner for any period during which any assessment against his lot remains unpaid.
- (b) The right of the Community Association, subject to this Declaration, to fine the Owner for any violation of this Declaration and/or the rules and regulation established by the Community Association through their Board of Directors.
- (c) The right of the Community 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 of the Association.
- (e) The right of the Community Association to consent on behalf of the Owners to lot replats.

Section 2. Delegation of Use. An Owner may delegate his right of enjoyment to the Common Areas and facilities, if any, to the members of his family, his tenants, or contract purchasers who reside on the property. However, if an owner leases his residence, the tenant shall automatically be entitled to use of the Common Areas and Owner's right shall automatically cease during the term of the lease.

Section 3. Title to Common Properties. The Developer shall convey legal title to the Common Properties to the Community Association, subject to provisions made in Article III, Section 5. The Community Association shall hold title to such Common Properties for the use and benefit of all Members of the Association.

Section 4. Condemnation of Common Properties. The Application of Condemnation Proceeds. In the event all or a portion of the Common Properties shall be condemned and taken by public authority having the power of eminent domain, all proceeds as a result of such condemnation shall be paid to and held by the Community Association for the use and benefit of the Members of the Community Association. All such condemnation proceeds shall be utilized to restore the Common Properties to the condition existing prior to such condemnation, insofar as reasonable.

**ARTICLE V
EASEMENTS GRANTED AND RESERVED**

Section 1. Easements for Utilities and Services, Encroachments, and Maintenance by the Community Association. The Developer hereby reserves the right to grant the easements described below upon the Common Properties, and reserves unto itself, its successors and assigns, the right to grant further similar easements until the Transfer Date, and after the Transfer Date, the Community Association shall automatically succeed to the right to grant such easements:

- (a) An easement or easements on, upon, across, through and under the Common Properties (which easement may include reasonable rights of access for persons and equipment necessary to accomplish such purposes) to provide, repair and maintain the equipment required to provide utility services, including without limitation, power, electric, light, telephone, gas, water and sewer, drainage, cable television, and any other utility or service upon or for the benefit of any part of the Properties. This reservation and right to maintain reasonable standards shall not be considered an obligation of the Developer to provide or maintain any such service.
- (b) An easement or easements in favor of Alachua County, or the City of Gainesville, Florida, or any agency thereof, or any franchised, private or public utility, for access and for the providing and maintaining of any municipal services to the Properties, including without limitation, garbage and trash collection, cable television, police and fire protection. In addition, an easement is granted to Alachua County for the purpose of allowing it to exercise its right of maintenance of the Common Properties in the event of default of same by the Community Association. No such easements hereby given or granted in this Article V shall be construed as permitting the Public to come upon the Properties and the same shall be used only for the purpose of furnishing and servicing such services by the duly designated employees of those governmental authorities or other suppliers providing same.

(c) An easement or easements in favor of the Association, its agents, employees, contractors, successors and assigns to enter upon any lot at any reasonable time to determine compliance with this or other provision of these covenants and to perform the powers granted the Association and an easement is expressly granted for such purpose. Nothing here shall give the Association the right to enter a lawfully occupied dwelling or building or vehicle.

Section 2. Establishment of Easements. All easements, as provided for in this Article, shall be established by one or more of the following methods:

- (a) By specific designation of an easement on the recorded plat.
- (b) By a reservation of specific statement providing for an easement in the deed of conveyance of a given Lot.
- (c) By a separate instrument to be subsequently recorded by the Developer, or
- (d) By virtue of the reservation of rights set forth in this Article V.

ARTICLE VI
ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments; Claim of Lien. The Developer, for each lot owned within the Properties, after the Date of Transfer of a lot from the Developer to a third party, 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 Community Association:

- (1) annual assessments or charges;
- (2) special assessments for capital improvements and emergency requirements, such assessments to be established and collected in the manner hereinafter provided and
- (3) other assessments as set forth in this Declaration.

The annual and special assessments, together with interest and cost of collection and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such lot at the time the assessment fell due. The personal obligation for such delinquent assessments shall not pass to his successors-in-title. The Community Association has the right to cause a claim of lien to be recorded in the Public Record of Alachua County giving notice to all persons that the Community Association is asserting a claim of lien upon the lot, and any improvements thereto. Said claim of lien shall state the description of the lot, the name of the record owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien have been fully paid. Such claims of lien shall be signed and verified by an officer of the Community Association or by their designated managing agent. Upon full payment of the total amount due, the party making payment shall be entitled to a recordable satisfaction of such lien. The lien for the assessments herein so provided, shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien.

Section 2. Purpose of Assessments. The assessments levied by the Community Association shall be used exclusively for the purpose of promoting the recreation and welfare of the Owners of lots in the Properties, and in particular for the improvement and maintenance of properties, services and facilities devoted to that purpose and related to the use and enjoyment of the Common Properties and shall include, but not be limited to the following:

- (a) Payment of operating expenses of said Community Association, including management fees and manager's salary, if any, and legal and accounting fees;

(b) Beautification of access ways, streets and easement areas;

(c) Maintenance, improvement and operation of water, sewer and drainage easements and systems within the common areas not maintained by any governmental agency or public utility.

(d) Management, maintenance, improvement and beautification of recreation areas and facilities, if any, in the Common Properties, and all open spaces, including the landscaping and maintenance thereof in a neat and orderly fashion.

(e) Maintenance, repair and replacement of the paving drainage structures, and street lighting fixtures in the Common Properties not maintained by any governmental agency or public utility. Maintenance of street lighting shall include and extend to payment for all electricity consumed in their illumination.

(f) All incidental damage to a lot by reason of the maintenance, repair and/or replacement which is the responsibility of the Community Association

(h) Repayment of funds and interest thereon borrowed by the Community Association.

(i) Payment of real and personal property taxes, if any, assessed against the common properties, title to which is owned by the Community association;

(j) "Surface Water or Stormwater Management System." The Community Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface-water or stormwater management system(s) shall mean the exercise of practices that allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Community Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be permitted, or if modified, as approved by the St. Johns River Water Management District.

(k) The Association is expressly charged with the duty and obligation to enforce compliance with the "Scenic Road" setback requirements as provided in Chapter 344 of the Alachua County Unified Land Development Code as to any portion of the property contiguous to SW 91st Street. A 20-foot-wide strip adjacent to SW 91st Street shall be maintained as a natural vegetative area and no fences shall be erected in said 20-foot-wide strip. In addition, the Association shall maintain other perimeter buffers as shown on the plat as natural vegetative areas excluding any bicycle/pedestrian access/shortcut on the site to the park on the southeast side of the site.

(l) Doing any other thing necessary or desirable in the judgment of the Community Association to keep CobbleField neat and attractive or to preserve or enhance the value of the Properties therein, which in the judgment of said Community Association, may be of general benefit to the Owners or occupants of land included in the Properties.

Section 3. Rights of Alachua County. The Declarant hereby acknowledges and declares that the Properties have been rezoned by Alachua County under its Planned Unit Development ordinance. In accordance with said ordinance, the Declarant hereby agrees, and each subsequent Owner of a lot in the Properties, by acceptance of his deed, likewise agrees that the County of Alachua shall have the right if it so chooses, but not the obligation, to enter in, and upon all of the Common Properties and thereby perform such necessary maintenance on all of such common open spaces to reasonably keep and maintain such land in a proper manner upon demand of the Community Association to do so under its obligation set forth in Article V, Section 1 (b). In such event, each Owner shall be responsible for an equal share of any costs incurred by the County. The costs incurred by the County shall constitute a lien on all the Properties, enforceable as other public improvement liens, and shall bear interest at the applicable rate for such public improvement liens until paid.

Section 4. Annual Assessments. The Board of Directors of the Community Association shall approve annual budgets in advance for each fiscal year. The Board may increase the amount of levy during the fiscal year, for which the budget has been adopted and the assessment been made, if the Board determines that additional monies will be required.

Section 5. Special Assessment for Capital Improvements. The Community Association may levy in any assessment year a special assessment, applicable to that year only, for paying in whole or in part, the costs of construction, repair, or replacement of any unexpected repair of a described capital improvement upon the Common Properties, provided that no such special assessment shall cumulatively exceed one-half (1/2) of the current regular annual assessment, unless prior written consent is received from two-thirds of all Members voting, at either a duly called meeting of the Association or by petition.

Section 6. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all lots on the date as of the recording of this Declaration in the Public records of Alachua County, Florida. No lot owned by the Declarant shall be subject to any assessment until a residence has been constructed thereon and occupied by an Owner.

Section 7. Notice of Assessment. Uniform rate of assessment. Both annual and special assessments must be fixed at a uniform rate for all lots. After adoption of a budget and determination of the annual assessment per lot, each lot owing an equal and undivided share of the common expense, the Community Association shall assess such sum by promptly notifying all owners by delivering or mailing notice thereof to the Member's most recent address on the books and records of the Association. The due dates shall be established by the Board of Directors.

Section 8. Delinquent Assessments. Liens. An assessment not paid within fifteen (15) days of a due date shall be delinquent and the Community Association shall, thereupon have a continuing lien on the lot as provided in Section 1 for the assessment together with interest thereon at the rate of eighteen (18) percent per annum and costs of collection thereof, including a reasonable attorney's fee. The personal obligation of the then Owner of record to pay the assessment shall remain, notwithstanding that title may be transferred to another with the lien still remaining thereon. The Community Association may bring an action at law against the Owner personally obligated, or may foreclose the lien against the Lot. The Board of Directors shall have the authority to take such action as it deems necessary in order to collect the assessments, and it may settle and compromise the same if in the best interests of the Community Association. There shall be no offset against assessments for failure or delays in providing services.

Section 9. Certificate of Payment. The Community Association shall, upon demand at any time, for a reasonable charge, furnish to the Owner liable for any assessment a certificate in writing, signed by an officer of the Community Association or a designated agent, setting forth whether such assessment has been paid, and if not, the amount thereof. Such certificate shall be conclusive evidence of payment of any assessment stated to have been paid. Prior to delivering such certificate, the Community Association shall have the right to demand and receive a written acknowledgment signed by a prospective purchaser stating that he has received copies of the Declaration, the Articles of Incorporation, the Bylaws and the rules and regulations and agrees to be bound thereby.

Section 10. Waiver of Assessments. The Developer shall have the power to designate one or more lots which shall be totally exempt from any assessments provided the lots shall be substantially utilized for gopher turtle habitat and/or water management requirements. Such waiver shall continue as long as the lot(s) so designated are substantially utilized for the purpose set forth in the waiver.

ARTICLE VII
ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. The initial Architectural Control Committee shall be composed of members selected by the Developer. Subject to Section 3, below, the Architectural Control Committee shall assign its powers and obligations to the Community Association. However, so long as the Developer holds any ownership interest in any lot, any and all changes in the membership of the Architectural Control Committee must be approved by the Developer.

Section 2. Rules and Regulations. The Architectural Control Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details or other matters, as it may consider necessary or appropriate.

Section 3. Membership and Procedure. The Architectural Control Committee shall be composed of three (3) persons appointed by the Declarant. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. So long as Declarant owns at least two lots in the Properties, Declarant shall have the right to appoint all members of such committee. At any time after Declarant has sold all lots or has waived, in writing, its right to appoint such committee members, the then record Owners of a majority of the lots shall have the power and the right through a duly recorded written instrument to elect members of the committee, to change the membership of the committee or to restore it to any of its powers and duties.

Procedure. The Architectural Control Committees' approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 4. Enforcement. Right to Remove or Correct Violations. In the event any building, fence, wall, mailbox or other improvement or structure or plant material shall be commenced, erected, moved or maintained or planted upon the Properties in such manner that it is not in accordance with the provisions of this Article then the same shall be considered to have been undertaken in violation of this Declaration; and upon written notice from the Architectural Control Committee, such building, fence, wall or other structure or plant material shall be removed or maintained as here required. If said violation is not terminated within fifteen (15) days from receipt of written notification, sent to the Owner of record where such violation exists, then the Community Association shall have the right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article, or any other provisions or requirements of this Declaration, exist on said lot and neither the Community Association, nor any agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection. Any violations shall be reported to the Board of Directors and the Community Association shall have all legal rights provided elsewhere in the covenants to enforce these provisions.

ARTICLE VIII
RESTRICTIVE COVENANTS

Section 1. The use of all residential lots and Common Properties in the Properties shall at all times conform to the following restrictive covenants.

(a) RESIDENTIAL USE. All lots shall be used for private single family residential purposes only, and no trade or business of any kind may be carried on that will increase traffic in the development. Lease or rental of a residence shall not be a violation of this covenant. The foregoing shall not prohibit the Developer from using lots or residences as models or offices.

(b) **RIGHTS OF DEVELOPER.** The Developer shall have the right to maintain upon any portion of the Properties (including, without limitation, Common Areas) sales, administrative, construction or other offices, signs and other promotional equipment and apparatus without charge. Appropriate easements of access are expressly reserved to the Declarant, its successors, assigns, contractors, employees and invitees for the above purposes.

(c) **INDEMNITY FOR DAMAGE.** Nothing shall be done or kept on any lot or the Common Areas, or any part thereof, which would be in violation of any statute, rule, regulation, permit or other validly imposed requirement of any governmental body. The Owner shall indemnify and hold the Community Association and the other Owners harmless against all loss resulting from any damage or waste caused by him, his tenants or invitees. The Community Association has the right to assess an Owner for any such damage.

(d) **NOXIOUS ACTIVITIES.** Except for the activities of the Declarant during construction or except with the prior written approval of the Community Association, no noxious or offensive trade or activity shall be carried on, upon or within the Properties, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood. No burning of any trash and no accumulation or storage of litter, lumber, scrap materials, waste, new or used building materials, or trash of any other kind shall be permitted on the Properties.

(e) **SIGNS.** Except for rights reserved to the Developer, no signs of any kind shall be displayed to the public view on the properties without the prior written consent of the Community Association, except the name and address signs approved by the Board of Directors and signs erected by the Developer identifying the CobbleField project or areas thereof. When any residence and/or lot is for sale or rent the Owner thereof shall be permitted to advertise same by erecting on the Lot one "FOR SALE" or "FOR RENT" sign approved by the Association, and it will be erected further than fifteen (15) feet from the roadway adjoining the Lot. No signs above may be erected off of the premises or on any Common Area or easement.

(f) **LAND USE AND BUILDING TYPE.** Unless otherwise specifically allowed or permitted under these covenants, no structures shall be erected, altered, placed or permitted to remain on any lot other than single-family dwellings not to exceed two stories. No duplex residence, garage apartment, or apartment house shall be placed on or allowed to occupy said land. No structure of a temporary character, trailer, tent, motorized home, shack, garage, barn, or other outbuilding shall be used at any time for a residence either temporarily or permanently. Nothing here shall prevent use of temporary structures or vehicles during construction.

(g) **GARAGE.** Unless an alternative storage area is approved in writing by the Architectural Control Committee, each home shall have an attached two or three-car garage. No garage shall be permanently enclosed or converted to another use without the substitution of another enclosed automobile storage area being previously erected on said lot. No carports shall be permitted and all garages shall contain at least 400 square feet of usable space appropriate for parking automobiles. All garages must have doors that shall be maintained in a useful condition and shall be kept closed when not in use.

(h) **OUTBUILDINGS, TV and RADIO ANTENNAE.** No outbuilding, TV or radio antennas shall be erected placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location of improvements with respect to topography and finished grade elevation. The Architectural Control Committee reserves the right to refuse permission for any and all outbuildings, TV or radio antennae. Approval shall be as provided ARTICLE VII Section 3 above. Metal sheds are expressly prohibited. Unless approved in writing by the Architectural Control Committee, no masts, towers, poles or radio, or television antennas or satellite dishes shall be constructed or maintained in such manner as to be visible from the roadways or adjacent lots.

(i) **APPROVAL OF STRUCTURE.** No residence, structure, wall, swimming pool, mailboxes or other improvement shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee's to quality of workmanship and materials,

harmony of external design with the existing structures, and as to location of Improvements with respect to topography and finished grade elevation. Approval shall be as provided in Article VII, Section 3. above. The Architectural Control Committee may require that no outbuildings or drives, walks, fences, walls or swimming pools be erected or constructed on any lot prior to the erection or construction of a permanent residence thereon.

(j) **BUILDING LOCATION.** The building setback requirements are as set forth on the plat. The Architectural Control Committee shall be empowered to issue a variance in regard to the setback measurements, as it may deem prudent.

(k) **RECREATIONAL, COMMERCIAL AND OTHER VEHICLES.** No travel trailers, motorized homes, commercial vehicles, boats or trailers of any type shall be permitted to be placed upon any lot subject to these covenants, unless such shall be placed or parked in a fenced side yard or fenced rear yard of a lot, but not placed in the side yard of a corner lot on the side abutting a street. No wheeled vehicles of any kind or any other offensive objects may be kept or parked in a state of disrepair between the paved road and the residential structures. No automobiles, trailers, or boats shall be parked in the roadways or on the right-of-way adjoining the lots. For purposes of this paragraph, a vehicle that is a one ton or less truck used as transportation to and from the lot Owner's employment shall not be considered a commercial vehicle. No offensive advertising shall be permitted on any vehicle, private or commercial, parked in CobbleField.

(l) **MAINTENANCE OF LOTS AND IMPROVEMENT.** All lots shall be kept mowed, maintained and free of debris at all times. All improvements shall be kept in a condition comparable to the condition existing at the time of its construction, excepting only normal wear and tear. It is expressly stated that different standards may be adopted for unimproved lots and those lots where construction is underway.

(m) **FENCES.** The Architectural control committee shall adopt rules pertaining to fences. The right of the committee to require fences to be set back from property lines and to require vegetative screening and provisions for watering is expressly reserved.

(n) **CLOTHESLINES.** No exterior clotheslines shall be permitted if they are exposed to view from any other lot or the common properties.

(o) **UTILITY LINES.** All water, sewer, electrical, telephone, television, gas and other utility lines shall be placed underground. No antennas or satellite dishes of any kind shall be placed outside of any dwelling except with the written consent of the Architectural Control Committee and such committee shall have the right to refuse permission for any and all antennae or satellite dishes. No well of any kind shall be dug or drilled on any of the lots or tracts to provide water for use within the structures to be built. Nothing herein shall be construed as preventing the drilling of a well to be used exclusively for use in the yard and garden of any lot or tract or to be used exclusively for air conditioning. All sewage from any building must be disposed of through its sewage lines. No water from air conditioning systems, ice machines, swimming pools, or any form of condensate water shall be disposed of through the sewer system. Gainesville Regional Utilities, its successors and assigns, has a non-exclusive perpetual and unobstructed easement and right in and to, over and under property as described in, this Declaration and the plat of the Properties for the purpose of ingress and egress and installation and/or repair of water and sewage facilities.

(r) **AIR CONDITIONING UNITS. SOLAR COLLECTORS.** No air conditioning unit may be installed in any window visible from any public street. No Solar collector may be installed that will be visible from any public street without approval of the Architectural Control Committee. Said Committee shall have the right to refuse permission for any and all solar collectors.

(s) **ROADWAYS, MOTORIST'S VISION.** No one other than Declarant, shall use any lot or any portion thereof for roadway purposes and no one, other than Declarant, shall construct a driveway upon any lot except to serve the lot upon which it is constructed. Unless approved in writing by the Architectural Control Committee, only one driveway per lot serving the garage on the lot shall be permitted.

(t) DECORATIVE EXTERIOR TRIM. No Owner or tenant shall install shutters, awnings, or other decorative exterior trim, except with the consent of the Architectural Control Committee.

(u) ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on the Properties or the Common Properties, except that dogs, cats or other common household pets may be kept at each residence, subject to rules and regulations adopted by the Community Association, provided that such animals are not kept, bred or maintained for any commercial purpose. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. No animal of the Owner, his family, guests or invitees may leave the fenced premises of the Owner, unless such animal is on a leash and under the control of the owner, or person handling the animal. No animal shall be allowed to make noise in a manner or a volume, or behave in any manner as to annoy or disturb other Owners.

(v) TRASH AND GARBAGE. No accumulation of trash shall be allowed except during construction. All trashcans or containers shall be substantially shielded from view except when placed curbside on the garbage pickup day. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

(w) REPAIRS OR RESTORATION. No repairs or restoration of any automobile, motor vehicle, boat, camper, trailer or other vehicle shall be permitted on the Properties except for emergency repairs thereto and then only to the extent necessary to enable movement of such vehicle to a proper repair facility, unless such repairs or restorations are done in a garage.

(x) WINDOW COVERING AND REFLECTIVE MATERIAL. No structure shall have any aluminum or reflective foil or other material placed in any window or glass door or any reflective substance placed on any glass. Within thirty (30) days of taking possession of a residence, the Owner shall cause all windows facing a street to be furnished with lined draperies (no colors) or blinds (no colors) for the purpose of providing a harmonious outside appearance.

(y) BASKETBALL HOOPS/BACKBOARDS. No basketball hoop/backboard shall be affixed on the street side of any home. No permanent basketball hoops/backboards shall extend beyond the portion of the home closest to the street. No temporary or portable basketball hoop/backboard shall be kept or stored during nighttime hours beyond the portion of the home closest to the street. No temporary or portable basketball hoop/backboard shall be placed in any portion of the road right of way. (note: Typical road right of way is 11 feet behind the curb). The Architectural Control Committee may impose additional restrictions upon the location of basketball hoops/backboards.

(z) TREE REMOVAL RESTRICTIONS. Healthy flowering trees having a diameter of two inches or more or other healthy tree varieties having a diameter of 6 inches or more may not be removed from any lot without prior written approval of the Architectural Control Committee. Approval by the Architectural Control Committee of building plans shall be considered approval to remove trees necessary for the construction of the home and appurtenant structures and improvements as well as related driveways and walkways.

ARTICLE IX ADDITIONAL ENFORCEMENT PROVISIONS

Section 1. Compliance by Owners. Every Owner and Tenant shall comply with the restrictions and covenants set forth herein and any and all reasonable rules and regulations that from time to time may be adopted by the Board of Directors of the Community Association.

Section 2. Procedure. Any Owner who wishes to report a violation of these restrictions or the rules and regulations shall do so in writing to the Board of Directors. The Board of Directors shall write a letter to the offending Member/Owner and such letter shall set forth the infraction and a time period by which such Member/Owner shall bring himself in compliance with these restriction and/or rules and regulations. In the event the Member/Owner does not comply fully by the date set forth in the Board's letter, the Board may take any of the enforcement actions set forth below.

Section 3. Enforcement. Failure of an Owner or Tenant to comply with such restrictions, covenants or rules and regulations shall be grounds for action by any Owner or the Community Association which may include, without limitation, any action to recover sums due to damages, injunctive relief, or any combination thereof, and the Association shall have the right to suspend the voting rights and use of the Common Areas by the Owner and/or Tenant as it shall determine.

Section 4. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of any Owner, his family, guests, invitees, tenants or employees, to comply with any covenants, restriction, rule or regulation, provided the following procedures are followed:

- (a) Notice. The Association shall notify the Owner of the infraction(s). Included in the notice shall be date and time of the next Board of Directors meeting at which time the Owner shall present reason why penalties should not be imposed.
- (b) Hearing. The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. Any party charged shall be entitled to cross-examine witnesses and may be represented by counsel. A written decision of the Board of Directors shall be submitted to the owner not later than twenty-one (21) days after the Board of Director's meeting.
- (c) Fines. The Board of Directors may impose a special assessment against the lot owned by the Owner as follows: (1) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00). (2) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00). (3) Third and subsequent non-compliance or violation or violations which are of a continuing nature a fine not in excess of One Thousand dollars (\$1,000.00). In the event fines may be limited by statute, the fines shall be as set forth here or as limited by statutes, whichever shall have the lower limit.
- (d) Payment of Fines. Fines shall be paid not later than thirty (30) days after the notice of imposition or assessment of the penalties.
- (e) Collection of Fines. Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth in Article VI hereof.
- (f) Application of Fines. All monies received from fines shall be allocated to the reserve for the replacement fund.
- (g) Non-Exclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Community Association may otherwise be entitled.
- (h) Additional Remedy for Violations of Article VIII (I). If a lot is not maintained as required by Article VIII (I), the Board of Directors may after 10 days notice by mail or posting on the property, have the yard mowed and or cleaned and impose a lien on the lot for the costs thereof. This process and procedure shall be utilized in lieu of the process and procedure described above provided that the cost for each mowing and or cleaning shall not exceed \$100.00.

Section 5. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration of Protective Covenants, Conditions and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.

**ARTICLE X
DESTRUCTION OF IMPROVEMENTS AND INSURANCE**

Section 1. Ownership and Maintenance of Insurance by Community Association. It is hereby declared to be reasonably desirable, and necessary for the proper preservation and enforcement of the values and amenities in CobbleField to make.

certain that proper Insurance is carried and maintained at all times hereinafter stated. In other provisions of this Declaration, the Community Association is charged with the obligation and duty of maintaining the Common Properties and any and all capital improvements. It is therefore proper and acceptable that the Community Association own and maintain insurance covering the Common Properties and any and all capital improvements.

The Community Association shall therefore obtain extended coverage insurance and vandalism and malicious mischief insurance with a reputable insurance company authorized to do business in the State of Florida and acceptable to holders of institutional first mortgages on the capital improvements, if any, insuring all the insurable improvements erected in CobbleField. Such insurance shall be for the full replacement value of such improvements, and the premium for such coverage and all other insurance deemed desirable by the Community Association shall be assessed against the Owners as part of the annual assessment. The Community Association shall annually make a survey and thereby determine replacement costs for insurance purposes for all then existing improvements for the ensuing year on the basis of the said survey, or if none is made, then on the basis of the preceding year's insurance coverage, with adjustments for inflation or other criteria. The Community Association shall continue to maintain the necessary fire and extended coverage and vandalism and malicious mischief insurance to assure complete replacement or repair to improvements as here in set forth. The original policy of insurance shall be held by the Community Association, with the holders of institutional first mortgages to be named in the policy as their interests may appear, and certification of such insurance shall be furnished to them.

Section 2. Occurrence of Loss. In the event a loss occurs to any improvements within the Common Properties to any improvements, payments under the policy shall be made jointly to the Community Association and to the holders of institutional first mortgages on capital improvements, if any. Said proceeds shall be expended or disbursed as follows:

(a) All Community Association officers and employees handling funds shall be bonded at least to the full extent of the insurance proceeds and other funds on hand, and all payees on the insurance check shall endorse the same over to the Community Association, and the Community Association will promptly contract for the necessary repairs to the improvements within the Common Properties.

(b) The improvements shall be completely restored and repaired. The Community Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis and shall disburse the insurance proceeds and other funds in accordance with the progress payments contained in the contract between the Community Association and the contractor, which construction contract shall be subject to written approval of the holders of institutional first mortgages where applicable. Under all circumstances the Community Association shall have the authority to act as agent for all Owners for the purpose of compromising or settling insurance claims for damage to improvements within the Common Properties. In the event the costs of replacement, repair or rebuilding of improvements on the Common Properties either exceeds the insurance proceeds available therefore or no insurance proceeds are available, the deficiency or full costs thereof shall be assessed to the Owners.

Section 3. Liability Insurance. The Community Association shall also obtain full and complete public liability insurance covering all of the Common Properties and insuring the Community Association and all of the owners as its and their interests may appear in the minimum amounts of \$1,000,000 for injury to one person, \$1,000,000 for injury to all persons arising out of a single incident, and \$100,000 property damage.

ARTICLE XI AMENDMENTS AND MODIFICATION

Section 1. Amendments. The covenants and restrictions of the 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-year period by an instrument signed by not less than seventy-five (75) percent of the Owners, of both classes of stock, and thereafter by an instrument signed by not less than seventy-five percent (75) percent of the Owners, by executing, in either case, a written

instrument in recordable form setting forth such amendment and having the same duly recorded in the Public records of Alachua County, Florida. Notwithstanding the foregoing, the Declarant reserves and shall have the sole right to:

- (a) amend these covenants and restrictions so long as Declarant owns at least two lots within the subdivision and,
- (b) to release any building plat from any part of the covenants and restrictions which may have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if Declarant, in its sole opinion, deems such violations necessary for construction and/or marketing and sales.

Section 3. Right of Association To Merge. The Community Association retains the right to merge with any homeowners association.

Section 4. Any amendment to these covenants which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns Water Management District.

ARTICLE XII REMEDIES FOR VIOLATIONS

If any person, firm or corporation, or other entity shall violate any of these covenants or restrictions, it shall be lawful for the Developer or the Community Association to:

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

ARTICLE XIII SPECIAL TAXING DISTRICT

No agency or government will be requested to assume maintenance of the Common Areas; however, if for any reason it should become necessary that a public agency maintain such areas, or otherwise expend public funds, such costs shall be due and payable by individual Owners, and if unpaid, shall become liens on individual lots.

ARTICLE XIV MISCELLANEOUS PROVISIONS

Section 1. Additional Covenants and Restrictions. No Owner(s) other than the Developer, without the prior written approval of the developer or of the Community Association, once the turnover to it has occurred, may impose any additional covenants and restrictions upon any portion of the Properties.

Section 2. Invalidation. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions, which shall remain in full force and effect.

Section 3. Section Heading. The Section and Article headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretation thereof.

Section 4. Construction and Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose and intent of creating a planned residential community. Wherever the context requires or permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall include all genders.

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

G. W. ROBINSON BUILDERS, INC.

(Corporate Seal)

By [Signature]
G. W. ROBINSON, President

Signed, sealed and delivered in our presence:

[Signature]
Printed name of witness above **GEORGE F. TUBB**

[Signature]
Printed name of witness above **WILLADEAN W. DENTON**

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 7 day of December 2001 by G. W. ROBINSON, President of G. W. ROBINSON BUILDERS, INC., a Florida Corporation, on behalf of the corporation. He is personally known to me.

[Signature]
Notary Public



George F. Tubb
MY COMMISSION # CC832069 EXPIRES
July 2, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

ARTICLES OF INCORPORATION
OF
CobbleField Owners Association, Inc.
A NONPROFIT CORPORATION

The undersigned incorporator, for the purpose of forming a corporation in compliance with Chapter 617, F.S., (Not for Profit), hereby adopts the following articles of incorporation for such corporation:

ARTICLE I

The name of the corporation (called the association) is
CobbleField Owners Association, Inc.

ARTICLE II

The association is a non-profit corporation.

ARTICLE III

The period of its duration is perpetual.

ARTICLE IV

The association is organized for the purpose of maintenance, preservation, and architectural control of the residence lots and common area, and management, maintenance, operation and care of real and personal property, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetlands and wetland mitigation areas, roads and other common areas which are owned or controlled by the association or the owners in common, within a certain tract of real property to be known as "CobbleField" located in Alachua County, Florida.

(a) Perform all of the duties and obligations of the association as set forth in a certain Declaration of Covenants, Conditions, and Restrictions (the declaration) applicable to the subdivision to be recorded in the public records of Alachua County, Florida or by any permit or authorization from any unit of local, regional, state or federal government and to enforce by any legal means the provisions of these articles, the bylaws, and the declarations;

(b) Affix, levy, and collect all charges and assessments pursuant to the terms of the declaration, and enforce payment thereof by any lawful means; and 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 on the property of the association;

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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(c) Acquire (by gift, purchase, or otherwise), own, hold, improve, build on, operate, maintain, convey, sell, lease, transfer, dedicate to public use, or otherwise dispose of real and personal property in connection with the affairs of the association;

(d) Borrow money;

(e) To maintain, repair, replace, operate, and care for the common area, roads, drainage easements, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetlands and wetland mitigation areas which are owned or controlled by the association or the owners in common in manner consistent with the permit issued by the St. Johns River Water Management District (or any other government entity having jurisdiction) and the operation and maintenance plan attached thereto and have the following specific powers and duties related to as to matters within the jurisdiction of the St. Johns River Water Management District, to wit;

1. Operate and maintain the stormwater management system as permitted or exempted by the St. Johns River Water Management District;
2. Establish rules and regulations;
3. Assess members a fee for the cost of operation and maintenance of the system, and enforce collection of such assessments;
4. Contract for services to provide the services for operation and maintenance;
5. As a condition precedent to dissolution, transfer the stormwater management system and maintenance thereof to an entity acceptable to the St. Johns River Water Management District.
6. Enforce the restrictions relating to the operation and maintenance of the stormwater management system;
8. Require that amendments to the documents which alter the stormwater management system beyond maintenance in its original condition must receive St. Johns River Water Management District approval prior to taking effect.
9. Accept responsibility for the operation and maintenance of stormwater management system for any future phases of the project.

(f) Have and exercise any and all powers, rights, and privileges that a corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise.

(g) To make, amend, impose, and enforce by any lawful means, reasonable rules and regulations regarding the use of the common areas and the association property;

(h) To do and perform anything required by these articles, the by-laws, of the declaration to be done by the owner, but if not done by the owner in a timely manner, at the expense of the owner.

(i) To do and perform any obligations imposed upon the association by the declaration or by any permit or authorization from any unit of local, regional, state, or the federal government and to enforce by any legal means the provisions of these articles, the bylaws and the declaration.

(j) To purchase and maintain insurance for the common area.

The association is organized and shall be operated exclusively for the aforementioned purposes. The activities of the association shall be financed by assessments on members as provided in the declaration, and no part of any net earnings shall inure to the benefit of any member.

ARTICLE V

The address of the principal office of the corporations is, 6208 NW 43rd Street, Gainesville, Florida 32653 and the mailing address is 6208 NW 43rd Street, Gainesville, Florida 32653.

The street address of the initial registered office of the association is 6208 NW 43rd Street, Gainesville, Florida 32653, and the name of its initial registered agent at such address is G. W. Robinson.

ARTICLE VI

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessments by the association, including contract sellers, but excluding persons holding title merely as security for performance of an obligation, shall be a member of the association. Membership shall be appurtenant to and may not be separated from ownership of a lot which is subject to assessment by the association.

ARTICLE VII

The association shall have two classes of voting members as follows:

Class A. Class A members shall be all owners with the exception of the declarant as such term is defined in the declaration, 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 such members may determine among themselves, but in no event shall more than one vote be cast with respect to any lot owned by Class A members.

Class B. The Class B member shall be the declarant, as such term is defined in the declaration, who shall be entitled to votes for each lot owned. The Class B membership shall cease and be converted to Class A membership as provided in the declaration.

ARTICLE VIII

The number of directors constituting the initial board of directors of the association is 3, and the names and addresses of the persons who are to serve as the initial directors are:

<u>Name</u>	<u>Address</u>
G. W. Robinson	6208 NW 43 rd Street, Gainesville, Florida 32653
Kate Robinson	6208 NW 43 rd Street, Gainesville, Florida 32653
Randy Robinson	6208 NW 43 rd Street, Gainesville, Florida 32653

Future directors shall be elected or appointed in accordance with the by-law

ARTICLE IX

The name and street address of the incorporator is:

<u>Name</u>	<u>Address</u>
G. W. Robinson	6208 NW 43 rd Street, Gainesville, Florida 32653

Executed at Gainesville, Florida, on 5/9, 2001.

[Signature]
G. W. Robinson

Having been named as registered agent to accept service of process for the above state corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

[Signature]
G. W. Robinson

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

BY-LAWS OF
CobbleField Owners Association, Inc.

ARTICLE I

The name of the corporation is **CobbleField Owners Association, Inc.** a Florida Corporation, not for profit, hereinafter referred to as the "Association".

ARTICLE II
Definitions

Section 1. "ASSOCIATION" shall mean and refer to **CobbleField Owners Association, Inc.**

Section 2. "COMMON AREAS" shall mean all real property and any improvements constructed thereon owned by the Association or any easement rights or interest for the use and enjoyment of the Owners.

Section 3. "DEVELOPER" shall mean and refer to G. W. Robinson Builders, Inc. its successors and assigns.

Section 4. "LOT" shall mean any residential lot shown on the recorded subdivision plat of CobbleField in Alachua County, Florida and shall include all phases of the development as now recorded or as may be recorded in the future, as referred to herein with the exception of the common areas.

Section 5. "MAINTENANCE OF ASSOCIATION PROPERTY OR COMMON AREAS" shall mean the exercise of reasonable care to keep any landscaping, lighting, boundary walls, fountains, roadways and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth. Further, to maintain, repair, replace, operate, and care for the common area, including but without limitation, all lakes, ditches, canals, retention or detention areas; drainage, other surfacewater management works, and preservation or conservation areas, wetlands and wetland mitigation areas which are owned by the association or the owners in common.

Section 6. "OWNER" shall mean the record Owner, whether one or more persons, or entities, of a fee simple title to any lot or parcel which allows membership in the Association.

Section 7. VOTING RIGHTS shall be based on "one vote per lot" regardless of the number of owners of any particular lot.

ARTICLE III
Meetings of Owners

Section 1. Annual Meetings. The meeting shall be held in January of each year.

Section 2. Special Meetings. Special meetings of the owners may be called at any time by the President or by the Board of Directors, or upon written request of a majority of the owners who are entitled to vote.

Section 3. Notice of Meeting. Written notice of each meeting of owners shall be given, by the Secretary, by mailing a copy of such notice, at least ten (10) days before such meeting to each owner (one notice per lot) entitled to vote thereat, addressed to the owners' addresses last appearing on the books of the Association. Such notice shall specify the place, day and hour of the meeting.

Section 4. Quorum. The presence at the meeting of the owners entitled to cast votes, or of proxies entitled to cast votes, equal to thirty percent (30%) of all the owners.

Section 5. Vote Required. At every meeting of the owners, the Owner or Owners of each lot, either in person or by proxy, shall have the right to cast one vote per lot. The vote of the majority of the lots represented by owners present, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the Articles of Incorporation, or of these By-laws, a different vote is required, in which case such express provisions shall govern and control.

Section 6. Order of Business. The order of business at all annual or special meetings of the owners shall be as follows:

- A. Roll Call
- B. Proof of notice of meeting or waiver of notice
- C. Reading of minutes of previous meeting
- D. Reports of officers
- E. Reports of committees
- F. Election of officers or directors (if election is to be held)
- G. Unfinished business
- H. New business
- I. Adjournment

Section 7. Minutes. Minutes of all meetings shall be kept in a businesslike manner and be available for inspection by the owners and Directors at all reasonable times.

ARTICLE IV

Board of Directors: Selection - Term of Office

Section 1. Number. The affairs of this Association shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than five (5). Ownership of a lot is not required to hold office.

Section 2. Term of Office. Each member of the Board shall serve for a term of one (1) year until the next annual meeting, or until such time as his successor is chosen.

Section 3. Removal. Any director may be removed from the Board with or without cause, by a 2/3's vote of the members of the Association (1 vote per lot). In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board of Directors and he 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 performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all 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 as appointed by the President.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot.

ARTICLE VI

Meetings of Directors

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

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors.

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. A Director may join in the action of a meeting of the Board by signing the minutes thereof.

Section 4. Action Without A Meeting. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as the unanimous vote of Directors.

ARTICLE VII

Powers and Duties of the Board of Directors

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

A. Suspend the voting rights of an owner during any period in which such owner shall be in default in the payment of any assessment levied by the Association.

B. 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 Restrictions;

C. 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;

D. Employ a management company or an independent contractor as the Board deems necessary and to prescribe the duties to be undertaken and the compensation therefor, and authorize the purchase of necessary supplies and equipment and to enter into contracts with regard to the foregoing items or services;

E. Accept such other functions or duties with respect to the property hereunder, including Architectural Control, in addition to maintenance responsibilities, as are determined from time to time to be proper by the majority of the Board of Directors; and

F. Delegate to and contract for collection of the assessments of the Associations.

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

A. To cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the owners at the annual meeting of the owners;

B. To supervise all officers;

C. To fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period and to send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and in relation thereto, to establish the Annual Budget;

D. To foreclose the lien against any property for which assessments are not paid or to bring an action at law against the Owner personally obligated to pay the same, at the election of the Board of Directors;

E. To issue or cause to be issued by an appropriate officer 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;

F. To procure and maintain adequate liability insurance on property in which the Association has an interest, and such other insurance which in the opinion of a majority of the directors may be necessary or desirable for the Association;

G. To cause the common areas to be maintained and perform the duties imposed by the restrictive covenants.

ARTICLE VIII

Officers and Their Duties

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice president, 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 that shall immediately follow the adjournment of each annual meeting of the owners.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year.

Section 4. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time.

Section 5. Vacancies. A vacancy in any office may be filled by appointment by a majority vote of the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6. Duties. The duties of the officers are as follows:

A. President: The president shall preside at all meetings of the Board of Directors; shall sign all leases, deeds and other written instruments and shall sign all checks, and shall have all of the powers and duties which are usually vested in the office of the President of a corporation.

B. Vice President: The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act.

C. Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the owners.

D. Treasurer. 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.

ARTICLE IX

Accounting Records; Fiscal Management

Section 1. The Association shall use the cash basis method of accounting and shall maintain accounting records in accordance with good accounting practices, which shall be open to inspection by Owners and Institutional Mortgagees or their respective authorized representatives at reasonable times. Such authorization by a representative of an Owner must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Written summaries of the accounting records shall be available at least annually to the Owners.

Section 2. The Board shall adopt a Budget of the anticipated Operating Expenses of the Association for each forthcoming calendar year (the fiscal year of the Association being the calendar year).

Section 3. The Assessments shall be payable as provided by the Board.

Section 4. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited.

Section 5. A report of the accounts of the Association shall be made annually and a copy of the report shall be furnished to each Owner no later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the owner upon its delivery or mailing to the Owner shown on the records of the Association at his last known address shown on the records of the Association. The holder, insurer or guarantor of a first mortgage upon any Lot in CobbleField shall be entitled, upon written request therefor, to receive financial statements of the Association for the prior fiscal year without charge.

ARTICLE XBooks and Records

The association shall maintain each of the following items, when applicable, which constitute the official records of the association:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the association is obligated to maintain, repair, or replace.
- (b) A copy of the bylaws of the association and of each amendment to the bylaws.
- (c) A copy of the articles of incorporation of the association and of each amendment thereto.
- (d) A copy of the declaration of covenants and a copy of each amendment thereto.
- (e) A copy of the current rules of the homeowners' association.

(f) The minutes of all meetings of the board of directors and of the members, which minutes must be retained for at least 7 years.

(g) A current roster of all members and their mailing addresses and parcel identifications.

(h) All of the association's insurance policies or a copy thereof, which policies must be retained for at least 7 years.

(i) A current copy of all contracts to which the association is a party, including, without limitation, any management agreement, lease, or other contract under which the association has any obligation or responsibility. Bids received by the association for work to be performed must also be considered official records and must be kept for a period of 1 year.

(j) The financial and accounting records of the association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least 7 years. The financial and accounting records must include:

1. Accurate, itemized, and detailed records of all receipts and expenditures.
2. A current account and a periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.
3. All tax returns, financial statements, and financial reports of the association.
4. Any other records that identify, measure, record, or communicate financial information.

INSPECTION AND COPYING OF RECORDS. -- The official records shall be maintained within the state and must be open to inspection and available for photocopying by members or their authorized agents at reasonable times and places within 10 business days after receipt of a written request for access. The association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspections, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any owner.

ARTICLE XI

Assessments

As more fully provided in the covenants, each owner is obligated to pay to the Association annual and special assessments.

ARTICLE XII

Corporate Seal

The ASSOCIATION shall have a seal in circular form, having within its circumference the words: CobbleField Owners Association, Inc., a Florida Corporation, not for profit, 2001.

ARTICLE XIII

Amendments

Section 1. Requirements to Amend. For three years from the date of the sale of the first lot in the subdivision for which the association was created, these by-laws may be amended by the Developer. Thereafter these By-laws may be amended at a regular or special meeting of the owners by a vote of sixty-six percent (66%) of the owners present in person or by proxy (1 vote per lot), notwithstanding the provisions of Article III hereof.

Section 2. Control of Conflict. In the case of any conflict between the Articles of Incorporation and these By-laws, the Articles shall control.

ARTICLE XIV

Miscellaneous

Section 1. Indemnification. Every director and officer of the Association, and every owner of the Association serving the Association at its request, shall be indemnified by the Association against all expenses, and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association or by reason of his serving or having served the Association at its request, whether or not he is a director or officer or is serving at the time the expenses or liabilities are incurred; provided that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification shall apply only when the Board of Directors approves the settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights or which that person may be entitled.

Section 2. Insurance. The Board of Directors may, but is not required to, elect to carry a policy of officers' and directors' liability insurance, insuring the officers and directors against any claim made against them whatsoever, except claim of willful negligence and misfeasance of office.