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DECLARATION OF CONDOMINIUM

of

EAGLES LANDING CONDOMINIUMS

J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK13 Receipt#262705

WHEREAS, the undersigned, Brenda Pickens, Managing Partner of Eagles Landing, L.L.C., hereinafter referred to as "Developer", owns certain real property in Alachua County, Florida, and

WHEREAS, Developer desires to submit said real property to the provisions of the Florida Condominium Act.

NOW, THEREFORE, THIS DECLARATION, is made this 24th day of August, 2005, by the Developer, for itself, its successors, grantees, and assigns.

ARTICLE I

Submission of Property

1.1 **Statement of Intent and Purpose:** The purpose of this Declaration is to submit the property hereinafter described and the improvements thereon to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, commonly known as the Condominium Act, and hereinafter referred to as the "Act."

The property owned by the Developer which is the subject to this Declaration is the real property located in Alachua County, Florida, all lying and being in Section 0, Township 10, Range 19, more particularly described in Exhibit "A" and hereinafter referred to as the "Property".



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The Developer proposes to construct one (1) building, with eight (8) multi-family attached residential units and related facilities upon the Property, identified by number as set forth in Exhibit "B".

1.2 **Name:** The name by which this condominium shall be identified is Eagles Landing Condominiums, hereinafter referred to as the "Condominium."

1.3 **Submission of Property:** The Developer does hereby submit the property described in Exhibit A, and improvements constructed thereon to the Condominium form of ownership pursuant to the provisions of the Act and hereby publishes a plan for the individual ownership of the several separate units (as defined in the Act), together with the undivided interest of such individual and separate owner or owners in all of the remaining property hereinafter defined as "common elements," to be effective upon the recording hereon in the public records of Alachua County, Florida.

1.4 **Covenants and Restrictions:** The Developer, as owner of said Property further makes the following declarations listed and described in Article V of this declaration as to the covenants, restrictions, limitations, and conditions on the uses to which said real property and the improvements thereon, may be put, specifying that this Declaration shall constitute covenants to run with the land, binding on the undersigned, its successors and assigns, and all subsequent owners of any part of said Property and the improvements thereon, together with their grantees, successors,

heirs, personal representatives, devisees or assigns, all as provided by the Act.

ARTICLE II

DEFINITIONS

2.1 **Statutory Definitions:** The definitions and meanings of the terms set forth in Section 718.103 of the Act are hereby incorporated by reference in this Declaration, except there are no time-share estates or time-share units.

2.2 **Other Definitions:** For the purpose of this Declaration all terms used herein and not specifically designed elsewhere shall have the following meanings:

(a) "Association" shall mean Eagles Landing Condominiums, the non-profit corporation to be formed for the purpose of administering the affairs of the Condominium. A copy of the Articles of Incorporation of the Eagles Landing Condominiums and Bylaws of the Eagles Landing Condominiums, entered into on the same date as this Declaration are adopted by reference hereto.

(b) "Capital Assessment" shall mean an assessment made pursuant to the authority and procedure set forth in Article VI herein to construct additional recreational or other facilities on the common elements, or to renovate, remodel or expand existing facilities, including continuing periodic assessments to fund debt service on debt incurred to construct such capital improvements.

(c) "Common Elements" shall be the parts of the Condominium property described in Section 718.108, Florida Statutes. There are no "limited common elements."

(d) "Common Expenses" include (1) expenses of administration; expenses of maintenance, operation, repair, or replacement of the common elements, and of the portions of the units to be maintained by the Association; (2) expenses declared common expenses by the provisions of this Declaration or by the Bylaws; and (3) any valid charges against the Condominium as a whole, such as ad valorem taxes for the year in which this Declaration is recorded.

(e) "Condominium Documents" shall mean the documents by which the Condominium is established, including this Declaration, the Articles of Incorporation and Bylaws of the Association, the deeds by which Developer will convey units to purchasers thereof, and all plats and plans required to be recorded pursuant to the Act, all of which documents are or will be attached to this Declaration and make a part hereof.

(f) "Owner" shall mean a unit owner as defined in the Act and shall include the record owner, whether one or more persons, of fee simple title to any unit along with and including fee simple title to 1/8th interest in the common elements, excluding those persons having such interest merely as a security for the payment of an obligation or debt, and excluding the Developer.

(g) "Utility Services" as used in the Act and construed with reference to the Condominium, and as used in this Declaration and the Bylaws, shall include but not be limited to

electric power, gas, hot and cold water, heating, refrigeration, air-conditioning, garbage disposal and sewage disposal.

ARTICLE III

PLAN OF DEVELOPMENT

3.1 **General**: The Developer shall construct upon the Property in accordance with the architectural and land use plans more particularly described in Exhibit "B" in this Declaration. The Property shall be divided into one (1) building, with eight (8) separate condominium units, each subject to the provisions of this Declaration. Each condominium unit shall consist of an area to which the owner is entitled to exclusive possession, together with its appurtenant percentage of undivided interest in the common elements, and the voting rights assigned to the unit.

3.2 **Description of the Unit**: There shall be eight (8) residential units, the size, number and location of which are shown on Exhibit "B".

3.3 **Right of Alteration**: The Developer reserves the right to change the interior design and arrangement of all units, to alter the boundaries between the units, and to otherwise revise, modify or change (in whole or in part) any such units during the course of construction, provided (a) the Developer owns the units so altered; (b) such units are not under a valid contract of sale; and (c) the Developer adheres to the general scheme of development as depicted on the general plot plan recorded in the public records of Alachua County, Florida, which is adopted by reference. Any such alteration permitted by the terms of this paragraph shall be

reflected by an amendment to this Declaration which may be adopted as provided in Article XI of the Declaration. However, no such change shall increase the number of units nor alter the boundaries of the common elements without amendment to this Declaration in the manner as provided in aforesaid Article XI.

No additional property shall be submitted to ownership under this Declaration.

ARTICLE IV

OPERATION AND MANAGEMENT

4.1 **Eagles Landing Condominiums:** The operation and management of the Condominium shall be by a non-profit corporation known as Eagles Landing Condominiums (the Association), pursuant to the provisions, terms and conditions of the Articles of Incorporation and Bylaws of the Association. The owner of each unit shall automatically, upon becoming the owner of such unit, be a member of the Association and shall remain a member of said Association until such time as his ownership ceases for any reason. Membership in the Association shall thus be an appurtenance to each unit and shall pass with the conveyance of the unit to each successive owner. Each owner, by the acceptance of a deed or other instrument evidencing his ownership interest, shall accept membership in the Association, and shall be subject to power and authority of the Association. No owner, whether one or more persons, shall have more than one membership per unit.

4.2 **Effective Date:** The Association shall come into being on the date that its Articles of Incorporation are filed with the

Secretary of State of the State of Florida. Subsequent to that date, each owner of a unit shall be subject to all of the terms and conditions of this Declaration, the power and authority of the Association and all assessments and charges levied by the Association pursuant to the provisions of this Declaration.

4.3 **Management Pending Completion and Sale:** During construction and until the events occur as set forth in paragraph 4.4, the Developer shall have the right to exercise all voting rights of the owners of any units, to perform the functions of the Association and to manage the Condominium and its Common Elements and facilities, to act as and exercise the powers of the Board of Directors, to select a managing agent, to set annual assessments, to determine repairs and reconstruction of any unit, and to adopt the rules and regulations governing the use of the Condominium. So long as the performance of the functions of the Association and management of the Condominium is borne by the Developer, the right of the Association to manage the Property and fix assessments shall be suspended.

4.4 **Transfer of Association Control:** When unit owners other than the Developer own fifteen percent (15%) or more of the units in the Condominium, the unit owners other than the Developer shall be entitled to elect no less than one-third (1/3) of the members of the board of the Association. Unit owners other than the Developer are entitled to elect not less than a majority of the members of the board of the Association:

(a) three (3) years after fifty percent (50%) of the units have been conveyed to purchasers; or

(b) three (3) months after ninety percent (90%) of the units have been conveyed to purchasers; or

(c) when all the units have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(d) when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first; or

(e) seven (7) years after recordation of the declaration of condominium; or, in the case of an association which may ultimately operate more than one condominium, seven (7) years after recordation of the declaration for the first condominium it operates, whichever occurs first.

The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least five percent (5%) of the units in a condominium operated by the association. Following the time the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration.

(f) Within seventy-five (75) days after the unit owners other than the Developer are entitled to elect a member or members of the board, the Association shall call, and give not less than sixty (60) days' notice of, a meeting of the unit owners to elect the members of the board. The meeting may be called and the notice given by any unit owner if the Association fails to do so. The election shall proceed as provided in Sec. 718.112(2)(d), Florida Statutes. Upon election of the first unit owner other than the Developer to the board, the Developer shall notify the Division of Florida Land Sales, Condominiums, and Mobile Homes of the name and address of the unit owner board member.

If the Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

(a) Assessment of the Developer as a unit owner for capital improvements;

(b) Any action by the Association that would be detrimental to the sale of units by the Developer. However, an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of units.

Prior to, or not more than ninety (90) days after, the time that unit owners other than the Developer elect a majority of the members of the board, the Developer shall relinquish control of the Association, and the unit owners shall accept control. Simultaneously, the Developer shall deliver to the Association all

property of the unit owners and of the Association held or controlled by the Developer.

4.5 **Limitation Upon Liability of Association:**

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable to Condominium unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the Property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

4.6 **Restraint Upon Assignment of Shares and Assets:** A

share of a member in the funds and assets of the Association cannot and shall not be assigned, hypothecated, or transferred in any manner except as an appurtenance to his Condominium unit.

4.7 **Voting Rights:** The rights of the unit owners to vote shall be as provided in the Bylaws.

ARTICLE V

USE RESTRICTIONS

5.1 **Use Restrictions:** In addition to the other covenants and conditions contained in this Declaration, the following specific use restrictions shall apply to the Condominium:

(a) **Unit Occupancy:** All units of the Condominium shall be occupied and used by the respective owners as residences by the owner, his family, his social guests, and his tenants. When units are unsold in the project, the Developer shall enjoy the same rights and assumes the same duties as they relate to each individual unsold unit. Each unit owner shall have unrestricted

right of ingress and egress to his or her unit which shall pass with the transfer of ownership. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an individual interest in the common elements will be void unless the unit to which that interest is allocated is also transferred. There shall be no restriction on the unit owner's right to sell, transfer, or convey his or her unit. No lease restrictions shall apply to any unit. All lease or rental agreements must be in writing and be subject to the requirements of the documents of the owners' association, including applicable covenants and restrictions.

(b) **Purpose of Use of Unit:** All units shall be used for private, single family residential purposes only, and no trade, business, profession or other type of commercial activity of any kind shall be carried on upon any unit without prior written approval of the Association, and all applicable licensing and permitting authorities nor shall anything be done thereon which may be or become an annoyance or nuisance in the Property. Lease or rental of unit shall not be a violation of this covenant. The foregoing shall not prohibit the Developer from using units as models or offices.

(c) **Alterations to the Exterior:** In order to preserve the architectural appearance of the Condominium as the same was originally designed and constructed, no owner shall change, modify or alter in any way or manner whatsoever, the design and appearance

of any of the exterior surfaces, facades and elevations from that of its original construction.

(1) **Decorative Exterior Trim.** No owner or tenant of any owner shall install shutters, awnings, screen doors or other decorative exterior trim without written approval by the Association; except small exterior decorations such as address plates and name plates may be installed.

(2) **Paint and Color:** Nor shall any owner paint or decorate the surface of any exterior structure or member; nor change the color of any exterior surface or exterior door, gate or fence, nor change the color of the exterior lights.

(3) **Signs:** No signs of any kind shall be displayed to the public view on any unit except customary name and address signs approved by the Association. Notwithstanding the foregoing, however, the Developer or its assigns shall have the right to erect and maintain signs of such size as it deems necessary to advertise the Units or Property.

(4) **Window Coverings:** No unit shall have any aluminum or reflective foil or other material placed in any window or glass door or any reflective substance placed on any glass. No tinted glass shall be permitted without approval of the Association. All interior window coverings, including draperies, shades and blinds shall have a white backing or lining on the side visible to the outside for the purpose of providing a harmonious and uniform appearance from the outside of the unit.

(5) **Antennas:** No outside radio or television

antennas, satellite dishes, masts, towers, poles, including without limitation any television, radio microwave or such antenna, shall be erected, constructed, used or maintained on or in any unit in the property without the prior written approval of the Association. Said approval shall not be granted until the Association adopts an antenna policy, which adoption shall not occur before such time as, solely in the opinion of the Association, technology and manufacturing advances provide for the availability of aesthetically acceptable antennae. No electrical or other equipment may be operated on the property which interferes with television signal reception.

(6) **Solar Collectors**: No solar collector shall be installed or maintained on the exterior of any Unit unless otherwise approved in writing by the Association.

(7) **Screened Patios**: Screened patios may be added to approved attached Units provided that they are constructed on the existing slabs poured by the builder of the Unit for said purpose at the time of construction of the Unit, or are approved in writing by the Association.

(8) **Fence or Wall**: Nor shall any owner erect or construct any fence or exterior wall other than those constructed in the original construction, unless such owner shall first have obtained the consent in writing of at least fifty-one percent (51%) of all of the other owners and such lenders as may have title or interest in any unit of the Condominium, and the Board of the Association.

(9) **Landscaping:** No owner of an attached unit shall plant or allow to be planted any plants in the yard area of the owner's unit that detract from the visual harmony of the property or interfere with Association maintenance of the yards and grounds.

(10) **Lighting:** All exterior lighting on any unit shall be approved by the Association and shall conform to exterior lighting standards developed by the Association. It is the intent of this provision that the standard for permitted exterior lighting shall be designed to prevent exterior lighting from being a nuisance to other unit owners.

(d) **Placement and Repair of Objects on Unit Property:**

(1) **Trailers, boats, etc.:** No travel trailers, mobile homes, campers, utility trailers, buses, motor homes, boats, commercial vehicles or the like or any other vehicle commonly known as a recreational vehicle shall be parked or stored on or at any Unit unless stored and fully enclosed in a garage. No automobiles, trucks, buses, boats, boats and trailers, trailers, house trailers, motor homes, mobile homes, campers, or other similar vehicles shall be parked regularly or permanently on any street, including the right of way thereof, or on the Common elements at any time, nor shall they be used permanently or temporarily as a residence or parked for any other purpose, except as otherwise provided herein, on any of the Property. Such vehicles may be parked in the Unit driveway immediately adjacent to the garage and separate from the common roadway for not more than ten (10) hours in any calendar

month. No trailers and commercial vehicles, other than those present for business purposes, shall be parked outside in the Property.

(2) **Repairs or Restoration:** No repairs or restoration of any automobile, motor vehicle, boat, camper, trailer or other vehicles shall be permitted on any unit except for emergency repairs thereto and then only to the extent necessary to enable removal of such vehicle to a proper repair facility, unless such repairs or restorations are done in a garage.

(3) **Outside Clothes Hanging:** No clothing, laundry, household fabrics or furnishings shall be aired, hung or dried on any portion of an attached unit exposed to view from any other unit or from any portion of the Common elements.

(4) **Hot Tub:** No hot tubs may be placed in or on a patio or porch without the written approval of the Association.

(5) **Trash Cans:** All trash cans owned by unit owners or tenants shall be kept clean and shall be removed from common areas within 12 hours of being emptied.

(6) **Miscellaneous:** No tools, motorcycles, machinery or other items may be stored outside of any unit or on patios, porches or driveways.

(e) **Restricted Activities:**

(1) **Noxious or Offensive Activity.** Except for the activities of the Developer during original construction or except with the prior written approval of the Association, no noxious or offensive trade or activity shall be carried on, upon or

within an unit on the property, nor shall any use or practice be allowed which is a source of annoyance to owners, their tenants or invitees, or which interferes with the peaceful possession and proper use and enjoyment of the property. Nor shall any improper, unsightly offensive or unlawful use be made of any unit or common elements, and all laws, zoning ordinances, and regulation of all governmental bodies having jurisdiction shall be observed. The use, enjoyment and occupancy of the property shall be in such a manner so as not to cause or produce any of the following effects discernible outside of buildings located thereon or affect the adjoining property or any portion of portions thereof: noise or sound that is objectionable because of its volume, duration, intermittent beat, frequency or shrillness; smoke, dust, dirt or fly ash; unusual fire or explosive hazards; or vibration or light.

(2) **Nuisances**: Owner shall not permit or suffer anything to be done or kept in the Unit which will increase the insurance rates on the unit or the common elements or which will obstruct or interfere with the rights of other owners or annoy them by unreasonable noises or otherwise; nor shall an owner commit or permit any nuisance, immoral or illegal act in the unit or in or on the common elements.

(f) **Model Homes**: Every person, firm or corporation owning a unit in the property recognizes that the Developer or assigns shall have the right to maintain model homes in the property open to the public seven (7) days a week for such hours as it deems necessary until all units have been constructed and sold.

(g) **Drainage Structures:** No person or entity other than the Developer without the prior written approval of the Board of Directors, shall obstruct, alter or in any way modify the method and/or structures of drainage utilized now, or hereinafter installed by the Developer or the Association from, on and over any unit or common elements; nor shall any structure be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation.

(h) **Animals:** No animals or pets of any kind shall be raised, bred or kept on a unit or any portion of the property except that dogs, cats, or other common household pets may be kept in each attached unit subject to rules and regulations adopted by the Association and provided that such animals are not kept, bred or maintained for any commercial purposes. The maximum number of pets shall be two and shall be limited to 40 pounds each. Pets shall be registered, licensed and inoculated as may from time to time be required by law. Animal excrement shall be disposed of in a sanitary manner by the Owner of such animal, which disposal shall not include burying or concealment on a unit, common elements or the Property. Units owners shall be responsible for all violations of this rule by guests and lessees of their unit and such owners shall be subject to such fines or penalties as the Association shall impose for each violation. All owners shall indemnify the Association and hold it harmless against any loss or damage, and liability of any kind or character whatsoever arising from or growing out of having any animal. No animal shall be allowed to

make noise in a manner of such volume as to annoy or disturb other owners.

(i) **Requirement for Written Approval for Alterations:**

All owners are not to make or cause to be made any structural addition or alteration to the unit or to the common elements without prior written consent of the Association.

5.2 **Acceptance of Rules and Regulations:**

(a) **Owner's Agreement:** All owners of units of the Condominium covenant and agree, by acceptance of their deeds of conveyance, that the administration of the Condominium shall in all respects be in accordance with the provisions of the Act pursuant to which this Declaration is made; this Declaration and its Exhibits, and the Bylaws of the Association. The Declaration and Bylaws shall at all times be deemed to conform to the Act and any amendments thereto, but otherwise, the Declaration and Bylaws shall be amended only by the appropriate action of the Association as authorized by the Bylaws of such Association.

(b) **Future Rules and Regulations:** All owners of units of the Condominium covenant and agree, by acceptance of their deeds of conveyance, to conform to and abide by the Bylaws and uniform rules and regulations in regard to the use of units and the common elements which may be adopted in writing from time to time by the Board of Directors of the Association, and see that all persons

using the owner's property by, through or under the owner do likewise.

5.3 **Confirmation of Use Restrictions:** So long as Florida law limits the period during which covenants restricting lands to certain uses may run, it shall be the duty of the Board of Directors to cause this Declaration to be amended of record when necessary by filing a document bearing the signature of owners having a majority of voting interest of the condominium reaffirming and newly adopting the Declaration and covenants then existing in order that the same may continue to be covenants running with the land. Such adoption by a majority shall be binding on all.

5.4 **Regulations:** Reasonable regulations concerning the use of the units, appurtenances thereto, and common elements and facilities may be made and amended from time to time by the Board of the Association; provided that copies of such regulations and amendments thereto shall be furnished by the Association to all unit owners. Such regulations shall be binding upon the owners, their successors and lessees, their families, visitors, guests, servants and agents until and unless such regulations, rule or requirement by specifically overruled and cancelled in a regular or special meeting by the vote of owners holding a majority of the total votes.

5.5 **Binding Effect:** All agreement and determinations lawfully made by the Association in accordance with the voting percentages set forth by the Bylaws hereto attached shall be deemed

to be binding on all owners of units, their successors, assigns or others having an interest in the Property or the privileges of possession and enjoyment of any part of the Property.

5.6 **Enforcement:** Each owner, tenant or occupant of a unit of the Condominium shall be bound to comply with the statutory or recorded provisions and the decision or resolutions of the Association as the same may appear from time to time, and failure to do so, shall be grounds for an action to recover damages or obtain injunctive and equitable relief.

5.7 **Failure of Enforcement:** Failure of the Association or any unit owner to enforce any covenant or provision of the Act, Declaration, Bylaws, or regulations affecting the Condominium shall not constitute a waiver of the right to do so thereafter.

5.8 **Rights of Action:** The Association and each unit owner shall have a right of action against the Association and any unit owners who fail to comply with the provisions of these covenants and restrictions and to enforce the decisions of the Association. The Association can also, at its sole discretion, enforce any covenant or provision through the issuance of fines against unit owners which shall be adjudicated by the Association. The prevailing party in any action brought pursuant to this section shall be entitled to reimbursement of all attorneys' fees and all costs associated with the action.

ARTICLE VI

ASSESSMENTS, INSURANCE AND LIENS

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6.1 **Common Expense Fund:** As provided by the Bylaws, the Board of the Association shall estimate the net charges to be paid during the fiscal year and the cash requirements to be assessed to the owners of the units in accordance with the respective percentage attributable to each unit. If the estimated sum proves inadequate for any reason, including non-payment of any owner's assessment, the Board may, at any time, levy a further assessment which shall be assessed to the owners in like proportions. Each owner shall be obligated to pay assessments made pursuant to the provisions of this paragraph to the Treasurer of the Association in equal monthly installments on or before the first day of each month during such year, or in such other reasonable manner as the Board may designate. The common expense fund shall be assessed to cover the following:

(a) Management fees and expenses of administration.

(b) Cost of insurance purchased for the benefit of all the owners and the Association as required by this Declaration including, but not limited to, fire and other hazard coverage; public liability coverage; and such other hazard coverage as the Board determines to be in the interest of the Association and the owners.

(c) The expense of maintenance, operation, repair or replacement of the common elements including, but not limited to, preservation of landscaping, employment of personnel needed, preservation or repair of walls, drives, streets and building exteriors as the Board may, from time to time deem appropriate.

(d) The expense of utility services serving the Condominium.

(e) The expense of providing for protection and safety of persons and property.

(f) Establishment and maintenance of a reasonable operating reserve fund to cover unforeseen contingencies or deficiencies arising from unpaid assessments or liens as well as emergency expenditures authorized by the Board.

6.2 **Supplemental Common Expense Fund:** The Board, for the benefit of the Association and the owners, shall be authorized to assess and provide a supplemental common expense fund for the redecorating, painting, maintenance and repair of all unit exteriors, and common elements, except, however, that the Board shall not have the authority to pay for out of the supplemental common expense funds any sums for capital additional improvements or additions costing more than five thousand dollars (\$5,000.00) without the prior approval of owners holding a majority of the total votes.

6.3 **Capital Assessments:** The Board of the Association, with the prior approval of not less than two-thirds (2/3) of the owners may authorize the construction of new recreational or other facilities on the common elements, or the renovation, remodeling or expansion of existing facilities, and make a special assessment to cover the costs of such capital facilities, either as a one time assessment or periodic assessments over a period of time sufficient

to amortize principal and interest of any debt incurred to finance the construction of such capital facilities.

6.4 **Working Capital Fund:** The association shall maintain a working capital fund to meet unforeseen expenditures or to purchase any additional equipment or services. The developer shall establish the initial working capital fund in an amount that is at least equal to two (2) months of estimated common charges for each unit. Each unit share of the working capital will be collected either at the time of the sale of the unit is closed or when control of the project is transferred to the unit owners, whichever is earlier. Any amounts paid into this fund shall not be considered as advance payments of regular assessments. Control of the working capital fund shall be transferred to the homeowners' association for deposit to a segregated fund when control of the homeowners' association is transferred to the unit owners. The developer is prohibited from using the working capital fund to defray any of its expenses, reserve contributions, or construction costs or to make up any budget deficits while it is in control of the association. When units are sold, the developer may reimburse itself for funds if paid to the owners' association for an unsold unit share of the working capital fund by using funds collected at closing when the unit is sold.

6.5 **No Exemptions:** No owner of a unit may exempt himself from liability for his contributions to the common expense fund or the supplemental common expense fund by waiver of his right to use

and enjoy any of the common elements or by the abandonment of his unit for which the assessments are made.

6.6 **Lien of Assessments:** The Association shall have a lien against each Condominium unit for any unpaid assessments against the owner thereof, and for interest accruing thereon, which lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, including any appeal thereof, and whether or not legal proceedings are initiated. All such liens shall be subordinate to the lien of the mortgages or other liens recorded prior to the date of recording the claim of lien, and all such liens may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property.

6.7 **Liability of Grantee:** A unit owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments coming due while he is the owner of a unit. The grantee is jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of transfer of title, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. A first mortgagee who acquires title to the unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid assessments that became due prior to the mortgagee's receipt of the deed. However, the mortgagee's liability is limited to a

period not exceeding six (6) months, but in no event does the first mortgagee's liability exceed one percent (1%) of the original mortgage debt. The first mortgagee's liability for such expenses or assessments does not commence until thirty (30) days after the date the first mortgagee received the last payment of principal or interest. In no event shall the mortgagee be liable for more than six (6) months of the unit's unpaid common expenses or assessments accrued before the acquisition of the title to the unit by the mortgagee or one percent (1%) of the original mortgage debt, whichever amount is less.

6.8 **Insurance:** The insurance other than title insurance that shall be carried upon the Condominium property and the property of the condominium unit owners shall be governed by the following paragraphs numbered 6.8 through 6.13.

6.9 **Authority to Purchase; named insured:** All insurance policies upon the Condominium property and the units shall be purchased by the Association. The named insured shall be the Association individually and as agent for the condominium unit owners, without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of mortgagee endorsements and certificates of insurance to the mortgagees of condominium unit owners. Such policies shall provide that payments by the insurer for losses shall be made to the Board of the Association, and all policies and their endorsements shall be deposited with the Board. Unit owners may obtain coverage at their own expense upon their personal property and for their personal liability.

6.10 **Coverage:**

(a) **Casualty:** All buildings and improvements upon the Condominium property shall be insured in an amount equal to the full replacement cost, excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, all as shall be determined annually by the Board of the Association. Coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the condominium property including but not limited to vandalism and malicious mischief, windstorm and water damage.

(b) **Public Liability** in such amounts and with such coverage as shall be required by the Board of the Association, including but not limited to hired automobile and non-owned automobile coverage, and with cross liability endorsements to cover liabilities of the condominium unit owners as a group to a condominium owner.

(c) **Workers' Compensation** insurance to meet the requirements of the law.

(d) **Such other** insurance that the Board of the Association shall determine from time to time to be desirable.

6.11 **Premiums** upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

6.12 **Share of Proceeds**: All insurance policies purchased by the Association shall be for the benefit of the Association and the condominium unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Board of the Association. The duty of the Board shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the condominium unit owners and their mortgagees in the following shares:

(a) **Proceeds on account of damage to common elements**:

An undivided share for each condominium unit owner, such share being the same as the undivided share in the common elements and limited common elements appurtenant to his condominium unit.

(b) **Condominium Units**: Proceeds on account of damage

to condominium units shall be held in the following undivided shares:

(1) When an individual building is to be restored; for the owners of the damaged condominium units in proportion to the cost of repairing the damage suffered by each condominium unit owner, said cost to be determined by the Association.

(2) When an individual building is not to be restored; an equal share for each condominium unit owner in said building.

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(c) **Mortgages:** In the event a mortgagee endorsement has been issued as to a condominium unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the condominium unit owner and mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged unit in the event that insurance proceeds are insufficient to restore or repair the building to the condition existing prior to the loss and additional monies are not available for such purpose.

6.13 **Distribution of Proceeds:** Proceeds of insurance policies received by the board shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners, remittances to condominium unit owners and their mortgagees being payable jointly to them. This is a covenant for

the benefit of, and may be enforced by, any mortgagee of a condominium unit.

(b) If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial owners, remittances to condominium unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, the mortgagee of a condominium unit.

6.14 **Association as Agent:** The Association is hereby irrevocably appointed Agent for each condominium unit owner and for each owner of any other interest in the Condominium property to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim.

ARTICLE VII

REPAIRS AND RESTORATION

7.1 **Intent:** Repair, reconstruction and rebuilding of the units and/or common elements as used in this Declaration means restoring the units to substantially the same condition in which they existed prior to the fire, casualty or other disaster, with each unit and the common elements having the same vertical and horizontal boundaries as before.

7.2 **Common Elements:** The maintenance and operation of the common elements shall be the responsibility and the expense of the Association.

After the completion of the improvements included in the common elements which are contemplated by this Declaration, there shall be no alteration or further improvements of the real property constituting the common elements without prior approval in writing by the owner of not less than two-thirds (2/3) of the units except as provided by the Bylaws, but any such alteration or improvement shall not interfere with the rights of any unit owner. However, the cost of any such alteration or improvement shall not be assessed against a mortgagee which acquires title as the result of holding a mortgage upon a unit, unless such mortgagee has given prior written approval to the alteration or improvement. There shall be no change in the shares and rights of a unit owner in the common elements which are altered or further improved, whether or not the unit owner contributes to the cost thereof.

7.3 **Units; Association Responsibility:** The Association shall maintain, repair and replace:

(a) All portions of a unit, except interior surfaces, contributing to the support of the building, which portions shall include but not be limited to the outside walls of the buildings and all fixtures on the exterior thereof; boundary walls of units; floor and ceiling slabs; and load-bearing columns and load-bearing walls; and

(b) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services which are contained in the portions of a unit maintained by the Association; and all such facilities contained within a unit which service part

or parts of the condominium other than the unit within which contained.

All incidental damage caused to a unit by such work shall be promptly repaired at the expense of the Association.

7.4 **Units; Owner Responsibility:** the responsibility of the unit owner shall be:

(a) **Self-Repair of Unit:** To maintain, repair and replace, at his expense, all portions of his unit except the portions to be maintained, repaired and replaced by the Association.

(b) **Maintain Cleanliness and Unit Upkeep:** To keep his unit in a clean and sanitary condition and do all the redecorating and painting which may at any time be necessary to maintain the good condition of his unit.

(c) **Refrain From Restricted Exterior Alterations:** To refrain from painting or otherwise decorating or changing the appearance of any portion of the exterior of the building.

(d) **Timely Report of Defects:** To promptly report to the Association any defect or need for repairs, the responsibility for which is that of the Association.

(e) **Landscaping Maintenance:** To keep their yards clear so that the Association and its agents can perform regular maintenance without hindrance or inconvenience.

(f) **Plumbing, etc.:** To pay for all plumbing and electrical repairs within the unit and for the maintenance, repair and replacement of any air conditioning and heating compressor

facility, and any other facility for the furnishing of the utility services presently or hereafter installed outside of any unit, and which is intended only for the purpose of furnishing such utility services to a unit, including the hookup from the unit to the main water and sewer lines.

(g) **Inspection by Association:** To allow all the Board of Directors or the agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair or replacement of the improvements within the unit of the Common elements, allows the Board of Directors of the agents and employees of the Association to enter any unit in the case of an emergency threatening units or the common elements, and for the purpose of determining compliance with these covenants and restrictions and the Bylaws of the Association.

(h) **Utility Apparatus:** To permit the provider of any public or quasi-public utilities to locate meters, junction boxes, control panels or other similar external apparatus on the exterior wall of a Unit for the benefit of other attached Units whenever it is deemed desirable or necessary by such provider; provided, however, that such external apparatus shall not be located on the front of any Unit.

7.5 **Determination to Reconstruct or Repair After Casualty:**
If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) **Common Element:** If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided, that the condominium shall be terminated.

(b) **Degree of Damages:**

(1) **Lesser Damage:** If the damaged improvement is a condominium unit building, and if units to which fifty percent (50%) or more of the common elements are appurtenant are found by the Board of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty, it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.

(2) **Major Damage:** If the damaged improvement is a condominium unit building, and if units to which more than fifty percent (50%) of the common elements are appurtenant are found by the Board to be not tenantable, then the damaged property will not be reconstructed or repaired, and the condominium will be terminated without agreement as elsewhere provided unless within sixty (60) days after the casualty, the owners of eighty percent (80%) of the common elements and eighty percent (80%) of the mortgagees of record agree in writing to such reconstruction or repair.

(3) **Termination of Legal Status after substantial destruction or condemnation:** There shall be an action to terminate the legal status of the project after substantial destruction or condemnation occurs to be agreed to by unit owners who represent at

least sixty-seven percent (67%) of the total allocated votes in the owners' association and by eligible mortgage holders who represent at least fifty-one percent (51%) of the votes of the unit estates that are subject to mortgages held by the eligible holders.

(4) **Termination of Legal Status for other reasons:** There shall be a right of action for the termination of the legal status of the project for reasons other than substantial destruction or condemnation of the property to be agreed to be eligible mortgage holders that represent at least sixty-seven percent (67%) of the votes of the mortgaged units. However, the project documents may provide for implied approval to be assumed when an eligible mortgage holder fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

7.6 **Plans and Specifications:** Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, or, in lieu thereof, according to the plans and specifications approved by the Board of the Association, and if the damaged property is in a condominium building, by the owners of not less than eighty percent (80%) of the common elements, including the owners of all damaged units together with the approval of the institutional mortgagees holding first mortgages upon all damaged units, which approval shall not be unreasonably withheld.

7.7 **Responsibility:** If the damage is only to those parts of one condominium unit for which the responsibility of maintenance and repair is that of the condominium unit owner, then the said Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

7.8 **Estimates of Costs:** Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

7.9 **Assessments:** If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during construction and repair, or upon completion or reconstruction and repair, the funds for the payment or the costs of reconstruction and repair are insufficient, the Owner of each damaged unit shall contribute an amount equal to the difference between the insurance proceeds allocated to that unit and the cost to repair the unit. In the case of damage to common elements, assessments shall be made against all condominium unit owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage in common elements shall be in proportion to the Owners' obligation for common expense.

7.10 **Construction Funds**: The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Board and funds collected by the Association from assessments against condominium unit owners, shall be disbursed in payment of such costs in the following manner:

(a) **Association**: If the property to be reconstructed and repaired is property for which the responsibility for repair and maintenance is that of the Association, construction funds shall be disbursed in a manner decided by the Board.

(b) **Condominium Unit Owner**: The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a condominium unit owner shall be paid to the said Owner, or if there is a mortgagee endorsement as to the condominium unit, then to the Owner thereof and the mortgagee jointly, who may use such proceeds as they may be advised.

(c) **Surplus**: It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be disbursed to the beneficial Owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial Owner that is not in excess of assessments paid by such Owner to the construction fund shall not be made payable to any mortgagee.

7.11 Operation and Maintenance Responsibilities for Surface

Water Management System: Notwithstanding the other provisions contained in these articles to the contrary, the Association, or the Developer until the Developer transfers to the Association the management of the condominium and its common elements and facilities pursuant to Article 4.4 of the Declaration of Condominium of Eagles Landing Condominiums, shall have responsibility for the operation and maintenance of the water management system. The Developer, prior to relinquishing control to the Association or otherwise allowing control to transfer to the Directors of the Association, shall provide at least thirty (30) days written notice to the St. Johns River Water Management District that all terms and conditions placed upon the Developer by permits or authorizations from the St. Johns River Water Management District have been satisfied in full and that transfer is proposed to occur on a specific date. Prior to dissolution of the Association, all property, interest in property, whether real, personal, or mixed, which is directly or indirectly related to the surface water management system, including but without limitation, retention or detention areas, drainage, and other surface water management works which are owned by the Association or the owners in common, will be dedicated to and accepted for maintenance by the appropriate unit of government or otherwise transferred to and accepted for maintenance by an approved entity. Dedication or approval must be authorized by the St. Johns River Water Management District through modification of any and all permits or

authorizations issued by the St. Johns River Water Management District. Such modifications shall be made under the lawfully adopted rules of the St. Johns River Water Management District in effect at the time of application for such modification.

ARTICLE VIII

RIGHTS OF DEVELOPER

8.1 **Construction and Sale Period:** Notwithstanding any provisions contained herein to the contrary, it shall be expressly permissible for the Developer or the builder of the units and structures to maintain, during the period of construction and sale of the units, upon such portion of the property as the Developer may deem necessary, such facilities as in the sole opinion of the Developer may be reasonably required, or be convenient or incidental to the construction and sale of the units, including, but not limited to, storage areas, construction yards, signs, models, construction offices, sales offices and business offices.

8.2 **Use of Property:** Developer reserves the right to grant easements for utilities and other reasonable purposes across common elements, to use any of the units as models and to sell, assign or conduct other businesses in connection with the construction and development of the project from any such units prior to their being sold. This reservation of right of privilege in the Developer includes, but is not limited to, the right to maintain a model, erect signs, maintain an office, staff the office with employees, and to use any and all of the common elements and to show the units then unsold. Any improvements placed on the property for the

purpose of such sales, such as signs, sales and other signs, telephones, or other promotional items shall remain the property of the Developer and may be removed at any time convenient to the Developer.

8.3 **Amendments:** The Declaration or Bylaws shall not be revoked or amended with respect to selection of a management agent, fixing of assessments, repairs or reconstruction of any unit, or adoption of rules concerning conduct and use of the common elements, without the written ratification or approval of the Developer so long as the Developer is performing the functions of the Association of the condominium as provided in Article IV.

ARTICLE IX

RIGHTS OF MORTGAGEES OF UNITS

9.1 **Association Affairs:** So long as any mortgagee shall hold a valid mortgage covering any unit of the condominium, such mortgagee shall have the following rights:

(a) To attend and observe, without voice or vote, all meetings of owners, not meetings of the Board.

(b) To receive copies of the annual financial reports furnished to owners.

(c) To inspect books and records of the Association as required to be available for owners.

(d) To exercise the voting right of the owner of any unit covered by the mortgage or mortgages held by the mortgagee with respect to any question or revoking or amending in any particular the Declaration or the Bylaws of the Association. For

this purpose, a mortgagee (or its successors or assigns) shall be given no less than ten (10) days notice of any meeting at which any such issue shall be raised. Upon the failure of said mortgagee (or its successors or assigns) to participate in the vote of any such issue, the Owner of the unit or units subject to the mortgage of a mortgagee (or its successors or assigns) shall be vested with full voting rights as to such issue.

In order to insure its rights under this paragraph, the mortgagee shall have first filed a written request with the Board that notice of meetings and copies of reports be sent to a named agent or representative of the mortgagee at the address stated in the request.

9.2 **Additional Rights of Mortgagees:** In addition to the other rights of mortgagees as provided herein, each mortgagee shall have the following rights:

(a) The holder of any mortgage on any unit is entitled to written notification from the Association of Owners of the Condominium of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under the condominium documents which is not cured within thirty (30) days.

(b) Any holder of any mortgage which comes into possession of a unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed, in lieu of foreclosure, shall be exempt from any right of first refusal or other restrictions on the sale of the mortgaged unit.

(c) Any holder of any mortgage which comes into possession of the unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed in lieu of foreclosure, is liable for the unpaid assessments that became due prior to mortgagee's acquisition of title, provided however, a mortgagee's liability is limited to six (6) months of the unit's common expenses and assessments accrued before acquisition of title or one percent (1%) of the original mortgage debt. The first mortgagee's liability for such expenses and assessments does not commence until thirty (30) days after first mortgagee received the last payment of principal and interest.

(d) Unless all holders of first mortgage liens on individual units have given their prior written approval, the Association of owners of the condominium shall not be entitled to:

(1) change the pro rata interest or obligations of any unit for purposes of levying assessments and charges and determining shares of the common elements and proceeds of the project;

(2) partition or subdivide any unit or the common elements of the project; nor

(3) seek, by act or omission, to abandon the condominium status of the project except as provided by statute in case of substantial loss to the units and common elements of the condominium project.

(e) It shall be the duty of the Association to secure the prior approval of mortgagees for any of the preceding acts.

9.3 **Mortgagee Notifications:** The holder, insurer, or guarantor of any mortgage on any unit in a condominium project has the right to timely notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage;

(b) Any sixty day delinquency in the payment of assessments or charges owed by the Owner of any unit on which it holds the mortgage;

(c) A lapse, cancellation, or material modification of any insurance policy maintained by the owners' association; and;

(d) Any proposed action that requires the consent of a specified percentage eligible mortgage holders. It shall be the duty of any mortgage holder, insurer, or guarantor to send a written request for this information to the owners' association, stating both its name and address and the unit number or address of the unit on which it has (or insures or guarantees) the mortgage.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.1 **Conveyances:** All conveyances of title in the consummation of the sale of any units shall be by general warranty deed, which shall include the following particulars:

(a) **Description:** A description of the property conveyed in the following form:

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"A condominium unit, being Unit No. _____ of Eagles Landing Condominiums, hereinafter referred to as the "Condominium", according to a Condominium Declaration dated _____, 2005, filed for record _____, 2005, and recorded in Official Records Book _____, Page _____, in the Public Records of Alachua County, Florida, together with the undivided interest in the common elements designated in the Condominium Declaration to be appurtenant to such unit."

(b) **Use:** A statement of the use for which the unit is intended and restrictions on its use.

(c) **Other Matters:** Any other and further matters which the grantor and grantee may deem desirable to set forth consistent with the Declaration, Bylaws and the Act.

10.2 **Notices; Agent for Service:** All notices, stipulations, writing, or process to be served upon the Association, or upon the Board shall be delivered to the Registered Agent of the Association whose name and address is on file with the Division of Corporations, Department of State of the State of Florida.

10.3 **Easement and License:**

(a) **Encroachments:** Each unit and the common elements shall be subject to an easement for encroachments created by construction, settling and overhangs designed or constructed by Developer. A valid easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist. In the event that any building is partially or totally destroyed and then rebuilt, the owners of the units so affected agree that minor encroachments of part of the adjacent unit or common elements

due to construction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist.

(b) **Utilities and Public Service Facilities:** There is hereby granted a general easement upon, across, over and under all of the property for ingress, egress, installation, replacing, repairing and maintaining all utilities including, but not limited, to, water, sewers, telephones, gas, and electricity. By virtue of this easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary poles and other equipment on the property and to affix and maintain utility wires, circuits and conduits on, above, across and under the roofs and exterior walls of the units. After the period of development, however, no sewers, gas lines, electrical lines, water lines, or other utilities may be added to or relocated on the property except as approved by the Board. Should any utility furnishing a service by the general easement herein provided request a specific easement by separate recordable document, Developer shall have the right to grant such easement on the property, prior to its withdrawal, without conflicting with the terms hereof; thereafter, such easement shall be granted by the President of the Association upon proper action of the Board. The easements provided for in this Article shall in no way affect any recorded easement on the property.

10.4 **Captions:** The captions of the various Articles and paragraphs of this Declaration shall not be deemed a part of this Declaration and shall not be construed in any way to limit the

content of such Articles and paragraphs, but are inserted herein only for reference and convenience.

10.5 **Gender:** The use of the masculine gender in this Declaration shall be deemed to include the feminine and neuter gender and the use of the singular shall include the plural, and vice versa, whenever the contest so requires.

10.6 **Severability:** If any provisions of this Declaration, Bylaws, or other exhibits attached hereto, or any paragraph, sentence, clause, phrase, or word appearing therein, or herein be judicially held invalid, or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify, or impair in any manner whatsoever any other term, provisions, paragraph, sentence, clause, phrase or word appearing in said documents.

ARTICLE XI

AMENDMENT

11.1 **By Developer:** Amendments to this Declaration for the purpose of further identifying and locating the Units contemplated in the Development shall be made as and when the construction of each of the buildings is completed. Each such amendment shall be approved by the Developer and filed for record in the public records of Alachua County, Florida, at which time the same shall become effective. Other amendments which are authorized by this Declaration and the Act and made prior to the date on which the Developer delivers management of the Development to the Association shall become effective when approved and recorded in the manner

herein above provided; however, such amendments shall not affect materially any rights of any then existing mortgage holders or owners. Amendments of a material nature must be agreed upon by unit owners who represent at least sixty-seven percent (67%) of the total allocated votes in the owners' association and by eligible mortgage holders who represent at least fifty-one percent (51%) of the votes of unit estates that are subject to mortgages held by eligible holders. A change of the provisions governing the following would be considered as material:

1. Voting Rights;
2. Increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or the priority of assessment liens;
3. Reductions in reserves for maintenance, repair, and replacement of common elements;
4. Responsibility for maintenance and repairs;
5. Reallocation of interests in the general or common elements, or rights of their use;
6. Redefinition of any unit boundaries;
7. Convertibility of units in the common elements or vice versa;
8. Expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the project;
9. Hazard or fidelity insurance requirements;

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10. Imposition of any restrictions on the leasing of units;
11. Imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;
12. Restoration or repair of the project (after damage or partial condemnation) in a manner other than that specified in the documents; or
13. Any provisions that expressly benefit mortgage holders, insurers, or guarantors.

Such amendments shall be certified by the Developer as having been duly approved and shall be effective when recorded in the public records of Alachua County, Florida.

11.2 **By Association:** Amendments to this Declaration other than those provided for in the preceding paragraph which are authorized by this Declaration and the Act, shall be proposed and adopted in the following manner:

(a) **Notice:** Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting of the Association at which a proposed amendment shall be considered.

(b) **Resolution:** A resolution for the adoption of a proposed amendment to the Declaration of Condominium may be proposed by the Board or by the members of the Association. Members may propose such amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than twenty percent (20%) of the membership. Amendments may

be proposed by the Board by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or in the event of his refusal or failure to act, the Board, shall call a meeting of the membership to be held within sixty (60) days for the purpose of considering the amendment. Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(1) Not less than two-thirds (2/3) of the votes of the entire membership of the Association; or

(2) In the alternative, an amendment may be made by an agreement signed and acknowledged by all Condominium unit owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the public records of Alachua County, Florida.

(c) **Recording:** A copy of each amendment provided for in this Article XI shall be certified by the Board of the Association as having been duly adopted and shall be effective when filed for record in the public records of Alachua County, Florida.

(d) **Proviso:** Provided, however, that no amendment shall be effective which violates the provisions of Section 718.110 of the Florida Statutes.

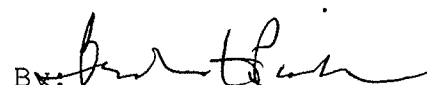
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IN WITNESS WHEREOF, this Condominium Declaration has been signed, and sealed by the undersigned as of the day and year first written above.

Signed, sealed and delivered in the presence of:

Eagles' Landing, L.L.C.

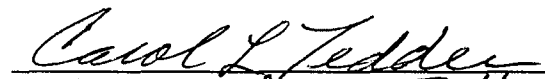

(print name) Cynthia S. Brecher

By: 
Brenda Pickens
Managing Partner


(print name) Jefferson M. Braswell

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 24th day of August, 2005 by Brenda Pickens, Managing Partner of Eagles' Landing, L.L.C. She is personally known to me or has produced _____ as identification and who did/did not take an oath.


(print name) Carol L. Tedder
Notary Public
State of Florida
My commission expires:



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EXHIBIT A

Commence at the Northeast corner of the Thomas Napier Grant for a point of reference, thence North 85 degrees, 28 minutes, 57 seconds East, a distance of 74.81 feet to an intersection with the Westerly right of way line of Southwest 13th Street (U.S. Highway No. 441 and State Road No. 25); thence North 00 degrees, 02 minutes, 00 seconds West along the said Westerly right of way line, a distance of 360.66 feet to an intersection with the Northerly right of way line of Southwest 25th Place (80.00 foot right of way); thence South 89 degrees, 53 minutes, 00 seconds West along the said Northerly right of way line, a distance of 280.0 feet to the beginning of a curve, concave Northerly, having a radius of 812.50 feet and a total arc angle of 21 degrees, 05 minutes, 38 seconds; thence Westerly and Northwesterly along the said Northerly right of way line and along the arc of said curve, an arc distance of 299.13 feet to the end of said curve; thence South 21 degrees, 03 minutes, 38 seconds West, radial to said curve, a distance of 80.00 feet; thence North 68 degrees, 56 minutes, 22 seconds West, a distance of 152.50 feet to the Point of Beginning; thence continue North 68 degrees, 56 minutes, 22 seconds West, a distance of 178.18 feet; thence North 07 degrees, 33 minutes, 01 seconds East, a distance of 91.59 feet; thence North 85 degrees, 28 minutes, 57 seconds East, a distance of 221.04 feet; thence South 18 degrees, 28 minutes, 04 seconds West, a distance of 137.00 feet; thence South 37 degrees, 39 minutes, 23 seconds West, a distance of 21.00 feet; thence South 21 degrees, 03 minutes, 38 seconds West, a distance of 27.50 feet to the Point of Beginning.

Formerly described as Phase IV of BIVENS FOREST CONDOMINIUM, according to the Declaration of Condominium thereof recorded in Office Records Book 1374, page 23 of the Public Records of Alachua county, Florida, together with amendments thereto.

Together with an easement for ingress, egress and public utilities as set forth in that certain Easement Agreement dated September 27, 2001 and recorded in O.R. Book 2396, page 71, Public Records of Alachua County, Florida.

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EXHIBIT C

FILED

ARTICLES OF INCORPORATION

OF

2005 AUG 29 AM 8:16

EAGLES LANDING AT BIVENS ARM, INC.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

ARTICLE I

NAME

The name of the corporation shall be EAGLES LANDING AT BIVENS ARM, INC. For convenience, the corporation shall be referred to in this instrument as the "Association."

ARTICLE II

DURATION

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

ARTICLE III

DEFINITIONS

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

a. **"Association"** shall mean and refer to EAGLES LANDING AT BIVENS ARM, INC., a Florida corporation not for profit, or its successors and assigns.

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b. **"Condominium"** shall mean and refer to the real property, and the improvements thereon, submitted to ownership and use under the Declaration of Condominium of EAGLES LANDING CONDOMINIUMS.

c. **"Common Expenses"** shall mean and refer to the actual and estimated expenses of operating the Association and meeting the costs incurred or to be incurred relative to the performance of the duties of the Association, including without limitation, the costs incurred for operation, maintenance and improvement of any Common Property, and including any reserve established by the Association, all as may be found to be necessary and appropriate by the Board of Directors of the Association pursuant to the Master Declaration, the By-Laws, and the Articles of Incorporation of the Association.

d. **"Common Elements"** and/or **"Common Areas"** shall mean and refer to all real property and any improvements located thereon, and all personal property, from time to time intended to be devoted to the use and enjoyment of all Owners and maintained by the Association at Common Expense. **"Common Elements"** and/or **"Common Areas"** includes, without limitation, any part of the Condominium and which is designated on the plat for ownership and maintenance by the Association.

e. **"Developer"** shall mean and refer to Eagles' Landing, LLC, and his successors and assigns. No successor or assignee of the Developer shall have any rights or obligations of the Developer hereunder unless such rights and obligations are

specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law.

f. **"Unit"** shall mean the individual units of the Condominium owned.

g. **"Member"** shall mean and refer to each Owner who is a Member of the Association.

h. **"Owner"** shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to each Unit included in the Condominium, (other than the Association), but, notwithstanding any applicable theory of law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceeding or a conveyance in lieu of foreclosure. Every Owner shall be treated for all purposes as a single Owner for each unit owned by it, irrespective of whether such ownership is joint, in common or tenancy by the entirety.

ARTICLE IV

PRINCIPAL OFFICE

The principal office of the Association is located at 1400 Block SW 25th Place, Gainesville, Florida, 32608.

ARTICLE V

REGISTERED OFFICE AND AGENT

Jefferson M. Braswell, whose address is 1 SE First Avenue, Post Office Box 23109, Gainesville, Florida 32602, is hereby

appointed the initial registered agent of the Association and the registered office shall be at said address.

ARTICLE VI

PURPOSE AND POWERS OF THE ASSOCIATION

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

The Association is organized for the purpose of holding title to the Common Areas, enforcement of the terms, limitations and conditions of the Declaration of Condominium of EAGLES LANDING CONDOMINIUMS, the improvement, maintenance, preservation and architectural control of the Condominium, to promote the recreation, health, safety and welfare of the Owners, and the management, maintenance, operation and care of real and personal property, recreation facilities, and common areas which are owned by the Association or the Owners in common.

To this end, the Association shall have the following powers, to wit:

- a. To fix, make, and collect assessments as provided in the Declaration of Condominium of EAGLES LANDING CONDOMINIUMS.
- b. To borrow money.
- c. To use and expend the proceeds of assessments and borrowings in a manner consistent with the provisions of the Declaration of Condominium of EAGLES LANDING CONDOMINIUMS.

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d. To implement and enforce the provisions for architectural control of the property provided for in the Declaration of Condominium of EAGLES LANDING CONDOMINIUMS.

e. To maintain, repair, replace, operate and care for real and personal property, recreation areas, and common areas, which are owned by the Association or Owners in common.

f. To purchase and maintain appropriate insurance coverage for the common areas and to cooperatively purchase with or on behalf of Owners insurance on the individual units and the improvements thereon.

g. To exercise all authority designated to the Association in the Declaration of Condominium of EAGLE'S LANDING CONDOMINIUMS.

h. To contract for services with others.

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 federal government and to enforce by any legal means the provisions of these Articles, the Bylaws, and the Declaration.

j. To operate, maintain and manage the surface water or stormwater management systems in a manner consistent with the St. Johns River Water Management District Permit No. 40-001-91026-2 requirements and applicable District rules, and shall assist in the enforcement of the Declaration provisions that relate to the surface water and stormwater management system.

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

ARTICLE VII

MEMBERSHIP

Each Owner, including the Developer, shall be a Member of the Association. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a Member. The Association membership of each Owner shall be appurtenant to the Dwelling Unit giving rise to such membership, and shall not be transferred except upon the transfer of title to said Dwelling Unit and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

ARTICLE VIII

VOTING RIGHTS

8.1 (a) **Membership Voting Rights**: Until Unit Owners other than the Developer own fifteen percent (15%) or more of the Units in the Condominium, the Developer shall elect all members of the Board of Directors of the Association, and otherwise exercise complete control of the Association, subject to the limitations imposed by the Declaration or Bylaws.

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(b) Transfer of Association Control: When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units in the Condominium, the Unit Owners other than the Developer shall be entitled to elect no less than one-third (1/3) of the members of the board of the Association. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of the Association:

(1) Three (3) years after fifty percent (50%) of the Units have been conveyed to purchasers; or

(2) Three (3) months after ninety percent (90%) of the Units have been conveyed to purchasers; or

(3) When all the Units have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business, or

(4) When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first. The Developer is entitled to elect at least one member of the Board as long as the Developer holds for sale in the ordinary course of business at least 5 percent of the units of the Condominium.

(5) Seven (7) years after recordation of the Declaration of Condominium; or, in the case of an association which may ultimately operate more than one condominium, seven (7) years after recordation of the declaration.

Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board, the Association shall call, and give not less than sixty (60) days or more than forty (40) days notice of, a meeting of the Unit Owners to elect the members of the board. The election shall proceed as provided in s. 718.112(2)(d). The meeting may be called and the notice given by any Unit Owner if the Association fails to do so. Upon election of the first Unit Owner other than the Developer to the board, the Developer shall forward to the division the name and mailing address of the Unit Owner board member.

8.2 **Multiple Owners**. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Dwelling Unit, it shall thereafter be conclusively presumed for all purposes that he/she was, or they were, acting with the authority and consent of all other Owners thereof. In the event more than the appropriate number of votes are cast for a particular Dwelling Unit, none of said votes shall be counted and said votes shall be deemed void.

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ARTICLE IX

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of not less than three (3), nor more than five (5) directors who need not be Members. The initial Board shall be comprised of three (3) people. The names and addresses of person who are to act in the capacity of director until appointment or election of their successors pursuant to these Articles are:

<u>Name</u>	<u>Address</u>
Brenda K. Pickens	550 N.W. 58th Street Gainesville, FL 32607
Kevin T. Riordan	630 N.W. 55th Street Gainesville, FL 32607
N. Earle Pickens	550 N.W. 58th Street Gainesville, FL 32607

Once the Developer relinquishes its right, to elect the Board of Directors, the Members shall elect the directors for staggered terms of two (2) years each. To create the staggered terms, one post shall become vacant in one (1) year and a successor director shall be elected. The second post shall be deemed vacant at the end of the second year, and a successor director shall be elected. All successor directors shall serve for terms of two (2) year each. In the event that the number of people comprising the Board of Directors is changed, such change

in number shall be implemented in such manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year.

ARTICLE X

OFFICERS

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

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	Brenda K. Pickens	550 N.W. 58th Street Gainesville, FL 32607
V Pres.	Kevin Riordan	630 NW 55 th Street Gainesville, FL 32607
Sec./Treas.	N. Earle Pickens	550 N.W. 58th Street Gainesville, FL 32607

ARTICLE XI

INDEMNIFICATION

11.1 Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he

may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, or having served at the Association's request as a director or officer of any other corporation, whether or not he is a director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such director or officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

11.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested directors upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these Articles of Incorporation.

11.3 The Association shall have the power to purchase at its expense and maintain insurance on behalf of any person who is or was a director or officer of the Association, or is or was

serving at the request of the Association as a director or officer of another association, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles.

ARTICLE XII

BYLAWS AND AMENDMENT OF ARTICLES

The Bylaws will be adopted and may be amended by the directors or members, consistent with these articles and the Declaration. Such Bylaws may be amended by a majority of the Members voting at a regular or special meeting. Amendments to the Bylaws may be proposed by the Board of Directors or any two Members of the Association.

ARTICLE XIII

AMENDMENTS

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

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

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

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

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

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

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

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

13.7 **Limitations**. No amendment shall make any changes in the qualifications for Members nor the voting rights of Members without approval in writing by all Members. No amendment shall be made that is in conflict with the Declaration.

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

ARTICLE XIV

SUBSCRIBERS

The name and address of the Subscribers to these Articles of Incorporation are as follows:

Address

Brenda K. Pickens	550 N.W. 58th Street Gainesville, FL 32607
Kevin Riordan	630 NW 55 th Street Gainesville, FL 32607
N. Earle Pickens	550 N.W. 58th Street Gainesville, FL 32607

ARTICLE XV

NON-STOCK CORPORATION

The Association is organized on a non-stock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

ARTICLE XVI

DISTRIBUTION OF ASSETS UPON DISSOLUTION

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the

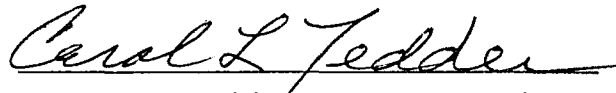
meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, or corresponding section of any future federal tax code, or shall be distributed to the Federal, State or local government for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes.

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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 acknowledgments, personally appeared Brenda Pickens to me known to be the subscriber described in the foregoing Articles of Incorporation, and having taken an oath, has acknowledged and swore to the execution of the said Articles of Incorporation for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid on this 24th day of August, 2005.



Notary Public - State of Florida

My Commission Expires:

Carol L. Tedder

Commission # DD295396

Expires March 2, 2008

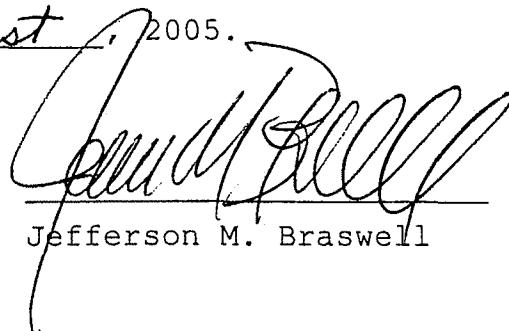


Bonded Troy Fain - Insurance, Inc. 800-385-7019

ACCEPTANCE OF REGISTERED AGENT

Having been appointed Registered Agent in Article V of the foregoing Articles of Incorporation, the undersigned hereby acknowledges and accepts the duties of said appointment.

DATED this 24th day of August, 2005.



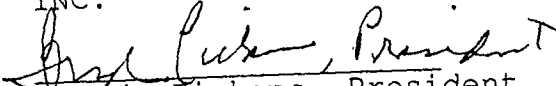
Jefferson M. Braswell

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IN WITNESS WHEREOF, the undersigned Subscribers have caused these presents to be executed as of the 24th day of August, 2005.


EAGLES LANDING AT BIVENS ARM,
INC.


Brenda Pickens, President

Signed, sealed and delivered
in the presence of:


Witness Signature

Cynthia S. Brock
Witness Print Name


Witness Signature

Jeffrey M. Braswell
Witness Print Name

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EXHIBIT D

BYLAWS

of

EAGLES LANDING AT BIVENS ARM, INC.,

a Non-Profit Corporation

1. **Definitions.** When used in these Bylaws, the terms defined in Article III of the Articles of Incorporation of EAGLES LANDING AT BIVENS ARM, INC. ("the Articles") shall have the same meanings as in the Articles.

2. **Identity.** These are the Bylaws of EAGLES LANDING AT BIVENS ARM, INC. ("the Association"), a corporation not for profit organized pursuant to Chapter 617, Florida Statutes.

2.1 **Office.** The office of the Association shall be located at 1400 Block SW 25th Place, Gainesville, Florida, 32608, or at such other place as may be designated from time to time by the Board of Directors.

2.2 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.

2.3 **Seal.** The seal of the Association shall bear the name of the corporation, the word, "Florida", the words, "Corporation not for profit", and the year of incorporation.

3. **Members.**

3.1 **Qualifications.** The Members of the Association shall consist of every Owner, including the Developer, and in the case of multiple Owners, every group of record

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Owners of Dwelling Units in the Condominium. The foregoing is not intended to include persons or entities who hold an interest merely as security for performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the Dwelling Unit. Multiple Owners shall be subject to the provisions of the Declaration relative to "Multiple Owners."

3.2 **Change of Membership.** Change of membership in the Association shall be established by recording in the Public Records of Alachua County, Florida, a deed or other instrument establishing record title to a Dwelling Unit under the jurisdiction of the Association. The Owner designated as grantee by such instrument thus becomes a Member of the Association and the membership of the prior Owner is terminated. The new Owner shall notify the Association of such property transfer and furnish the Association a copy of the recorded deed, the new Owner's address, and the Owner's local agent, if any, in the event the Owner is located outside the State of Florida. Any notice requirements set out in these Bylaws and in the Articles of Incorporation shall be deemed to be complied with if notice to an Owner is directed to the address of said Owner as then reflected in the Association's records.

3.3 Voting Rights. Voting rights of each Member of the Association shall be as set forth in the Declaration and the Articles, and the manner of exercising such voting rights shall be as set forth in these Bylaws.

3.4 Designation of Voting Representative. If a Dwelling Unit is owned by one person or entity, its rights to vote shall be established by the record title to the Dwelling Unit. If a Dwelling Unit is owned by more than one person or entity, the person entitled to cast the votes for the Dwelling Unit shall be designated by a certificate signed by all of the record Owners of the Dwelling Unit and filed with the Secretary of the Association. If a Dwelling Unit is owned by a general or limited partnership, the person entitled to cast the votes for the Dwelling Unit shall be designated by a certificate of appointment signed by one of the general partners and filed with the Secretary of the Association. If a Dwelling Unit is owned in trust, then the person entitled to vote for the Dwelling Unit shall be designated by a certificate of appointment signed by the trustee of record for the trust and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the

Dwelling Unit concerned. A certificate designating the person entitled to cast the votes of a Dwelling Unit may be revoked in writing by any Owner thereof. Provided, however, that no Dwelling Unit shall vote in excess of the voting rights allocated to that Dwelling Unit pursuant to the Declaration.

3.5 **Approval or Disapproval of Matters.** Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the votes of such Owner if at an Association meeting, unless the jointer of record Owners is specifically required by the Declaration, the Articles, or by these Bylaws.

3.6 **Restraint Upon Assignment of Shares in Assets.** The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to that Owner's Lot or Dwelling Unit.

4. **Members' Meetings.**

4.1 **Annual Members' Meetings.** The annual Members' meeting shall be held on the premises of the EAGLES LANDING CONDOMINIUMS at 6 p.m. on the 15th day of January of each year for the purpose of appointing directors and of

transacting any other business authorized to be transacted by the members, provided, however, if that day is a legal or religious holiday, the meeting shall be held at the same hour on the next day which is not a legal or religious holiday. Provided, the Board of Directors shall have the discretion to hold the annual meeting at any other time during the month of January which they may deem to be more convenient to the Members of the Association.

4.2 **Special Members' Meetings.** Special meetings of the Members may be called by any one of the following persons or groups:

(a) The Board of Directors, or

(b) The holders of not less than one-fourth (1/4) of all of the votes entitled to be voted at the meeting.

4.3 **Notice of All Meetings of Numbers.** Written notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called shall be delivered to each Member entitled to vote at such meeting not less than ten (10) or more than sixty (60) days before the date of the meeting, either personally or by first-class mail, by or at the direction of the President, the Secretary, or the officer or persons calling the meeting.

4.4 **Quorum.** A quorum at Members' meetings shall consist of a majority of all votes in the Association,

whether represented in person or by proxy. If a quorum is present, the affirmative vote of a majority of votes represented at a meeting and entitled to vote on the subject matter shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Declaration, these Bylaws or the Articles. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members so as to reduce the number of votes at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof.

4.5 **Proxies.** Every Member entitled to vote at a meeting of Members or to express consent or dissent without a meeting, or his duly authorized attorney-in-fact, may authorize another person or persons to act for him by proxy. Every proxy must be signed by the Member or his attorney-in-fact. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the unit owner executing it.

4.6 **Adjourned Meetings.** When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place

to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted on the original date of the meeting. If, however, after the adjournment the Board fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given in compliance with these Bylaws to each Member on the new record date entitled to vote at such meeting.

4.7. **Order of Business.** The order of business at annual Members' meetings, and as far as practical at all other Members' meetings, shall be:

(a) Calling of the roll and certifying of proxies.

(b) Proof of notice of meeting or waiver of notice.

(c) Reading and disposal of any unapproved minutes.

(d) Reports of officers.

(e) Reports of committees.

(f) Appointment of directors.

(g) Appointment of Nominating Committee.

(h) Unfinished business.

(i) New business.

(j) Adjournment.

4.8 Minutes of Meetings. The Association shall maintain minutes of each meeting of the membership and of the Board of Directors in a businesslike manner. The minutes shall be kept in a book available for inspection by members or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

5. Board of Directors.

5.1 Number of Directors. The affairs of the Association shall be managed by a Board of not less than three (3) nor more than five (5) directors. The initial Board shall be comprised of three (3) directors. The number of directors may be increased from time to time by amendment to the Articles to a maximum of nine (9) directors. In the event that the number of directors is changed, such change in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year. Anything in these Bylaws to the contrary notwithstanding, until such time as Developer has conveyed to purchasers all lands subject to the Declaration, or at such earlier date as may be selected by the Developer, the Developer shall be entitled to designate the Board of Directors of the Association.

5.2 Term of Office. Once the Developer has relinquished the power to designate the Board of Directors,

the Members shall elect the directors for staggered terms of two (2) years each, as provided in the Articles. Each director shall hold office for the term for which he is elected and until his successor shall have been elected and qualified or until his earlier resignation, removal from office or death.

5.3 **Removal.** Except for the Developer-appointed directors who may only be removed by the Developer, any director may be removed from the Board, with or without cause, by a majority vote of the Members. In the event of the death, resignation or removal of a director, his successor shall be selected by the remaining directors and shall serve for the unexpired term of his predecessor, except in the case of a Developer-appointed Director, in which case Developer shall appoint the successor.

5.4 **Directors' Fees.** Directors shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

5.5 **Election.** Except for Developer-appointed directors, election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the Members may cast, in respect of vacancy, as many votes as they are entitled to exercise under the provisions of the Articles. The names receiving the largest number of

votes for each vacancy shall be elected. No proxy, limited or general shall be used in the election of directors.

5.6 **Nominations**. The Board of Directors shall not create or appoint any committee for the purpose of nominating a candidate or candidates for election to the board. The Board may create or appoint a search committee which shall not have the authority to nominate any candidate, but may encourage qualified persons to become candidates for the board.

5.7 **Ballots**. All elections to the Board of Directors shall be made on written ballot which shall (a) describe the vacancies to be filled; (b) set forth the names of those nominated by the Nominating Committee for each such vacancy; and (c) contain a space for a write in vote by the Members for each vacancy. Such ballots shall be prepared and mailed by the Secretary to the Members at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the meeting at which the vote is to be taken).

5.8 **Notice of Election**. Not less than thirty (30) days before the scheduled election, the Association shall mail or deliver to the eligible voters at the addresses listed in the official records a second notice of the election, together with a ballot and any information sheets timely submitted by the candidates. The second notice and accompanying documents shall not contain any communication

by the board which endorses, disapproves, or otherwise comments on any candidate. Accompanying the ballot shall be an outer envelope addressed to the person or entity authorized to receive the ballots and a smaller inner envelope in which the ballot shall be placed. The exterior of the outer envelope shall indicate the name of the voter, and the unit or unit numbers being voted, and shall contain a signature space for the voter. Once the ballot is filled out, the voter shall place the completed ballot in the inner small envelope and seal the envelope. The inner envelope shall be placed within the outer larger envelope, and the outer envelope shall then be sealed. Each inner envelope shall contain only one ballot, but if a person is entitled to cast more than one ballot, the separate inner envelopes required may be enclosed within a single outer envelope. The voter shall sign the exterior of the outer envelope in the space provided for such signature. The envelope shall either be mailed or hand delivered to the Association. Upon receipt by the Association, no ballot may be rescinded or changed.

5.9 **Election Committee: Counting of Ballots.** Upon receipt of each return, the Secretary shall immediately place it in a safe or other place until the day set for the meeting at which the elections are to be held. On that day, the unopened external envelopes containing the "Ballot" envelopes shall be turned over to an Election

Committee which shall consist of three (3) Members appointed by the Board of Directors. The Election Committee shall then:

(a) Establish that external envelopes were not previously opened or tampered with in any way; and

(b) Open the external envelopes to establish that the number of envelopes therein marked "Ballot" corresponds to the number of votes allowed to the Member or his proxy identifies on the external envelope; and

(c) Confirm that the signature of the Member or his proxy on the outside envelope appears genuine; and such procedure shall be taken in such manner that the vote of any Member shall not be disclosed to anyone, even the Election Committee. The opened external envelopes shall thereupon be placed in a safe or other locked place and the Election Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes. If any "Ballot" envelope is found to contain more than one ballot, all such ballots shall be disqualified and shall not be counted. Ballots shall be retained for such period of time after the election as shall be deemed prudent by the Board of Directors.

6. **Meeting of Directors.**

6.1 **Meetings.** Meetings of the Board of Directors and any committee thereof at which a quorum of the members of that committee is present shall be open to all unit Owners.

Any unit Owner may tape record or videotape meetings of the Board of Directors. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration, and manner of unit Owner statements. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the condominium property at least forty-eight (48) continuous hours preceding the meeting except in an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding unit use, will be considered shall be mailed or delivered to the unit Owners and posted conspicuously on the condominium property not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the association. Upon notice to the unit Owners, the Board shall, by duly adopted rule, designate a specific location on the condominium property or association property upon which all notices of board

meetings shall be posted. If there is no condominium property or association property upon which notices can be posted, notices of Board meetings shall be mailed or delivered at least fourteen (14) days before the meeting to the owner of each unit. Notice of any meeting in which regular assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

6.2 **Defects in Notice, etc. Waived by Attendance.**

Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Directors may participate in a meeting of such Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in persons at a meeting.

6.3 **Quorum.** A quorum at directors' meetings shall consist of a majority of all votes of the entire Board of Directors. The acts approved by a majority of those votes

represented at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except where approval by a greater number of directors is required by the Declaration, a Supplemental Declaration, the Articles, or these Bylaws.

6.4 **Adjourned Meetings.** A majority of the directors present whether or not a quorum exists, may adjourn any meeting of the Board of Directors to another time and place. Notice of any such adjourned meeting shall be given in the manner provided in Section 6.1.

6.5 **Presiding Officer.** The presiding officer of directors' meetings shall be the President. In the absence of the President, the Vice President shall preside, and in the absence of both, the directors present shall designate one of the number to preside.

6.6 **Powers and Duties of Board of Directors.** All of the powers and duties of the Association existing under Chapter 617, Florida Statutes, the Declaration, the Articles, and these Bylaws, shall be exercised by the Board of Directors, subject only to approval by Members when such is specifically required.

7. **Officers.**

7.1 **Officers and Election.** The executive officers of the Association shall be a President, who shall be selected from the Board of Directors, a Vice-President, who also shall be selected from the Board of Directors, a Treasurer,

and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary or convenient to manage properly the affairs of the Association.

7.2 **President.** The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an association, including but not limited to the power to appoint committees from among the Members from time to time as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association. He shall serve as chairman of all Board and Members' meetings.

7.3 **Vice President.** The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

7.4 **Secretary.** The Secretary shall keep the minutes of all proceedings of the directors and the Members. He

shall attend to the giving and serving of all notices to the Members and directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the directors or the President. The duties of the Secretary may be fulfilled by a manager employed by the Association.

7.5 **Treasurer**. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments; and he shall perform all other duties incident to the office of Treasurer. The Duties of the Treasurer may be fulfilled by a manager employed by the Association.

7.6 **Compensation**. The compensation, if any, of the officers shall be fixed by the Board of Directors.

8. **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 and the Bylaws 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.

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9. **Fiscal Management.** The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions.

9.1 **Accounts.** The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications and any other classifications as shall be appropriate, when authorized and approved by the Board of Directors. The receipts shall be entered by their amounts and by accounts and receipt classifications. Expenses shall be entered by their amounts and by accounts and expense classifications.

9.2 **Current Expense.** The current expense account shall include all receipts and expenditures to be made within the year for which the expenses are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to fund reserves. This may include, but is not to be limited to, in any order:

- (a) Professional, administration and management fees and expenses;
- (b) Taxes on Common Property;
- (c) Expense for utility services and maintenance expenses relating to the Common Property;
- (d) Insurance costs;
- (e) Administrative and salary expenses;

- (f) Operating capital; and
- (g) Other expenses.

9.3. **Reserve for Deferred Maintenance.** If required by the Board of Directors, there shall be established a reserve account for deferred maintenance which shall include funds for major maintenance items which are the obligation of the Association and which occur less frequently than annually.

9.4 **Reserve for Replacement.** If required by the Board of Directors, there shall be established a reserve account for replacement which shall include funds for repairs or replacements which the Association is obligated to make resulting from damage, depreciation or obsolescence.

9.5. **Capital Outlay Fund.** If required by the Board of Directors, there shall be established a capital outlay account to which assessments earmarked or designated for capital outlay projects shall be deposited. These funds shall be used only for the projector debt service on the project for which the assessment is earmarked or designated.

9.6 **Budget.** The Board of Directors shall adopt an operating budget for the Property in advance for each calendar year which shall include the estimated funds required to defray the current expenses and shall provide funds for the foregoing reserves.

9.7 **Depository.** The depository of the Association will be such banks in Alachua County, Florida, as shall be designated from time to time by the directors. The withdrawal of monies from such accounts shall be only by checks signed by such persons as authorized by the directors; provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.

10. **Parliamentary Rules.** Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings, when not in conflict with these Bylaws.

11. **Amendment.** Amendments to these Bylaws shall be proposed and adopted in the following manner:

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

11.2 **Notice.** Within the time and in the manner provided in these Bylaws for the giving of notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be

effected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

11.3 **Vote.** At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of all Members present and entitled to vote thereon.

11.4 **Multiple Amendments.** Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

11.5 **Agreement.** If all of the directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Bylaws be adopted, and the same do not violate the prohibitions of the Declaration, then the amendment shall thereby be adopted as though Subsections 11.1 through 11.3 had been satisfied.

11.6 **Recording.** A copy of each amendment shall be recorded in the Public Records of Alachua County, Florida, as soon as possible after adoption.

11.7 **Provisions.** No amendment shall make any changes in the qualifications for membership nor the voting rights of Members without approval in writing by all Members.

Adopted at the Organizational Meeting of the Board of Directors held the 24th day of August, 2005.

EAGLES LANDING AT BIVENS ARM, INC.


Brenda Pickens, President

Attest:



Secretary
Kevin T. Riordan

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