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MARVIN W. BINGHAM, JR.
P.O. Box 1930
Alachua, FL 32615

DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS
FOR ROCK MEADOW FARM
PHASE 2

THIS DECLARATION OF RESTRICTIONS is made this 17th day of November, 1995, by GARLAND OF ALACHUA, INC., hereinafter referred to as "Developer."

WHEREAS, Developer is the owner of all the lots in ROCK MEADOW FARM, Phase 2, a Subdivision as per Plat Book "S", Page 49, in the Public Records for Alachua County, Florida; and

WHEREAS, Developer intends to sell the above described property, restricting it in accordance with a common plan designed to preserve the value and residential qualities of the land, for the benefit of its future owners and imposing certain covenants, restrictions, easements and conditions;

NOW THEREFORE, Developer declares that the real property shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied subject to the covenants, conditions, easements, and restrictions set forth below expressly and exclusively for the use and benefit of the property and of each and every person or entity who now or in the future owns any portion or portions of the real property.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit), shall have the following meanings.

(a) Association: "Association" shall mean and refer to Rock Meadow Farm Homeowner's Association, Inc., a Florida corporation, not for profit. This is the Declaration of Covenants, Conditions and Restrictions for Rock Meadow Farm to which the Articles of Incorporation and Bylaws of the Association make reference.

(b) "Rock Meadow Farm" or "Subdivision," shall refer to Rock Meadow Farm, Phase 2, a Subdivision as per Plat Book "S", Page 49 of the Public Records of Alachua County, Florida.

(c) Developer: "Developer" shall mean and refer to GARLAND OF ALACHUA, INC., its successors and assigns.

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Q.R. 2038 PG 153

(d) Lot: "Lot" shall mean and refer to one of the platted lots in Rock Meadow Farm, Phase 2.

(e) Owner: "Owner" shall mean and refer to the record fee simple title holder, whether one or more persons or entities, of a lot, including the Developer.

(f) Board: "The Board" shall mean and refer to the Board of Directors for Rock Meadow Farm Homeowners Association, Incorporated.

(g) Common areas: "Common areas" shall mean and refer to the drainage basins located and identified on the Plat of Rock Meadow Farm Phase 2 as "Common areas."

(h) Roadway Easements: "Roadway Easements" shall mean and refer to the 40 foot private easements for ingress, egress, utilities and drainage as shown on the Plat for Rock Meadow Farm Phase 2.

(i) Recreational Easements: "Recreational Easements" shall mean and refer to the 20 foot recreational easements identified on the Plat for Rock Meadow Farm Phase 2.

ARTICLE II

COMMON AREAS

Section 1. Title to Common Areas: Title to all common areas shall be vested in the Association.

Section 2. Owners' Ownership Subject to Easements of Use and Enjoyment: Title to the 40 foot private roadway easements and to the 20 foot recreational easements shall remain in the ownership of the individual lots in the Subdivision. However, every owner shall have a right and easement of use and enjoyment in and to all of the easements, common areas and drainage facilities throughout the Subdivision. These easements shall be appurtenant and shall pass with the title to every lot, subject to the following:

(a) The right of the Association (in accordance with its Articles and Bylaws), to borrow money for the purpose of maintaining the common areas and easements;

(b) The Developer, on its own behalf and on behalf of the Association, hereby reserves the right to dedicate to the public any portion of the common areas, should same be deemed necessary or desirable by the Developer or the Association. Should such dedication occur, and it become necessary that a public agency maintain said common areas, or any portion thereof, or otherwise expend public funds, such costs shall be due and payable by the

individual lot owners, and, if unpaid, shall become liens on individual lots;

(c) All provisions of this Declaration, the plat of the property of Rock Meadow Farm, and the Articles and Bylaws of the Association;

(d) Rules and Regulations governing use and enjoyment of the common areas and easements adopted by the Association; and

(e) Restrictions contained on any and all plats of all or any part of the common areas or easements or filed separately but in conjunction with such platting.

Section 3. Liability for Damages: Each owner shall be liable for any and all damages to the property which constitutes the common areas, drainage facilities, and easements, which shall be caused by the negligence of said owner, his lessees, guests or invitees, and to the extent that such damage is not covered by insurance proceeds, such owner shall be assessed for the cost of repairs, which shall be collectable and enforceable as in the case of other assessments levied by the Association. Each owner shall promptly pay when due all repair bills and/or utility bills which may be a separate lien or charge against his lot.

Section 4. Maintenance: common areas and easements shall not be obstructed, littered, defaced or misused in any manner.

ARTICLE III

EASEMENTS

Section 1. Reservation of Easement: Developer, for itself, its successor, grantees, and assigns specifically reserves and retains an express easement for ingress and egress over and upon all common areas, roadway easements and recreational easements as shown on the record Plat of the Subdivision.

Section 2. Management Easement: The Association shall have an easement for access to all lots and the common areas for ingress and egress as required by their respective officers, directors, employees and/or agents in order to perform their respective obligations and duties as set forth herein under this Declaration.

Section 3. Utility Easements: Easements are reserved through the property as may be required for utility service in order to serve Rock Meadow Farm adequately. However, this section shall be limited to the easements shown on the Plat of the property duly platted of record and accepted by proper governmental authorities.

Section 4. Property Owners' Use Easements: Each lot owner is

hereby granted a non-exclusive perpetual easement and right of way to use all of the common areas and easements existing within the Subdivision as more particularly described upon the recorded Plat.

Section 5. Easements to City of Alachua: Drainage easements, as more particularly set forth on the recorded Plat, have been conveyed to and are reserved for the City of Alachua, in connection with the dedication to the public of the 60.00 foot Right of Way as shown on the recorded Plat. Primary property management, such as mowing and tree removal is the responsibility of the Homeowner's Association.

Section 6. Recreational Easements: A 20 foot recreational easement as shown on the Plat are reserved exclusively for equestrian (horse back riding) use, non-motorized vehicles, and pedestrian (walking, jogging) use. No fences shall be constructed across any portion of any of these recreational easements.

Section 7. 40 Foot Private Road Easements: Use of the roadway easements is limited to vehicular and pedestrian and equestrian traffic, and for ingress and egress, utilities and drainage purposes.

Section 8. Drainage Easements: Easements for drainage purposes are reserved for the benefit of all of the lots in the Subdivision, as shown on the Plat and on the Plans filed in conjunction with the platting of this Subdivision (hereinafter referred to as "drainage easements" or "drainage facilities").

Section 9. Special Easements: Developer hereby reserves on behalf of the Association, an easement across Lot 2 of Phase 2 for the sole purpose of maintaining the fencing constructed upon said Lot as part of the entranceway to the Subdivision along County Road #241.

ARTICLE IV

OWNERSHIP ASSOCIATION

Section 1. Creation: Developer shall cause to be incorporated, pursuant to Florida Statutes, a corporation not for profit to be known as Rock Meadow Homeowner's Association, Inc., in accordance with the Articles of Incorporation, a copy of which is annexed hereto as Exhibit "A", and made a part hereof by reference. The Articles of Incorporation of said Association, and its Bylaws, a copy of which is annexed hereto as Exhibit "B", are hereby made a part hereof by reference.

Section 2. Rules and Regulations: The Association shall have the right from time to time to adopt and promulgate rules and regulations pertaining to the use of the common areas, easements

and of the individual lots. Such rules and regulations of the Association when so adopted shall be incorporated in and form a part of this Declaration to the same extent as if originally contained herein, and may include fines or other penalties for violation of the Declarations or of these rules and regulations.

Section 3. Board of Directors. Membership on the Board of Directors shall be open to the owners of all lots within the Subdivision.

Section 4. Duties: The Association shall have, in addition to its regular duties, the following special duties: maintenance of all common areas, roadways and drainage facilities; maintenance of entranceway fencing and signage; and maintenance of fencing along County Road #241 in front of the adjoining cemetery, in front of Lot 2 of the Subdivision, and in front of the property described on Exhibit "C", attached to this Declaration.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of the Assessments: Developer hereby covenants, and each Owner of any lot (by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance), including any purchaser at a judicial sale, shall hereafter be deemed and covenant and agree to pay to the Association:

- (a) Any annual assessment or charges;
- (b) Any special assessments for capital improvements or major repair; and
- (c) General maintenance assessment (as set forth hereafter); such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from due date at the highest legal rate of interest thereon and costs of collection thereof, including attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents of Rock Meadow Farm and in particular, for the improvement and maintenance of the common areas, and the easements assigned to the Association, including but not limited to, the costs of taxes, insurance, labor,

equipment, materials, management, maintenance and supervision thereof as well as for such other purposes as are permissible activities of the Association, and undertaken by it.

Section 3. Annual Assessments: The annual assessments, including funds for special improvement projects and for capital improvements, shall be determined by the Board of Directors of the Association who shall adopt an operating budget for the property in advance of each calendar year, which shall include the estimated funds required to defray the current expenses and shall provide funds for the reserves. The initial amount of the annual assessment shall be Two Hundred Dollars and 00/100 (\$200.00) per year. The annual assessments shall be paid in equal semi-annual increments in advance on the first day of January and July of each year, a pro-rata portion of each annual assessment payable in each semi-annual period to commence on the first day of the first month following transfer of ownership from the Developer to the lot owner. The Association may amend the payment schedule of assessments at its discretion to a shorter or longer period, but no more often than monthly and no less than annually.

Section 4. Special Assessments: In addition to the regular assessments, the Board may levy in any assessment year a special assessment, applicable to that year only, for the defraying, in whole or in part, the costs of any construction, reconstruction, unexpected repair or replacement of a described capital improvement and other related fees and costs. Provided, however, no such special assessment shall be levied when the amount thereof shall exceed one-half (1/2) of the current regular assessment except upon a majority vote of all interests voting at a meeting duly called of members of the Association who are subject to such special assessment.

Section 5. Duties of the Board of Directors: The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessment applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any owner. Written notice of the assessment shall be sent to every owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

The Association shall, upon demand at any time, furnish to any owner liable for said assessment, a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6. Effect of Non-Payment of Assessment-Lien; Remedies

for the Association: If the assessments are not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon and cost of collection thereof, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest legal rate of interest, and the Association may bring an action to foreclose the lien against the property, in like manner as a foreclosure of a mortgage on real property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, a reasonable attorney's fee to be fixed by the Court, together with costs of the action. Although no public authority is called upon to maintain the streets or roads lying within Rock Meadow Farm, such funds shall constitute a lien and shall be due and payable from the Association and the individual property owners to the same extent as an assessment for such purposes made by the Association.

Section 7. Subordination of the Lien to Mortgages: The lien of the assessment provided for herein shall be subordinate to the lien of any bona fide mortgage or mortgages (except from buyer to seller of a lot) now or hereafter placed upon the lot subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. No sale or transfer shall relieve any lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 8. The Association shall obtain through a reputable insurance agency authorized to conduct business within the State of Florida, hazard, public liability and worker's compensation insurance (if required), and such additional coverage as may be required by law or as it deems advisable. This insurance shall cover the easements, roadways and improvements in said areas and any and all employees of the Association. The premiums for such insurance shall be paid by the Association and charged to the owners as a part of the total annual assessment as hereinbefore provided.

Section 9. Restriction During Period of Management by Developer: During the period of time the Association is controlled by Developer, the annual assessment shall not exceed \$200.00 per year. Should funds collected by the Association create a surplus, such surplus shall be held for the use and benefit of the Association. Developer shall pay the cost of any deficit resulting

from the operations during Developer's period of control.

ARTICLE VI

MAINTENANCE

Section 1. Common Areas, Roadway Easements, Recreational Easements and Drainage Easements: The Association shall be responsible for maintenance of the common areas, recreational easements, roadways and drainage facilities. Each individual lot owner shall be responsible for clearing, mowing, tree trimming (or removal), of all the roadway easements within the perimeters of the individual lots. The Association, as well as each owner and future owners, shall agree to construct, maintain, repair, replace, operate, and care for real and personal property, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works and preservation or conservation areas, wetlands, wetland mitigation areas, which are owned or controlled by them in a manner consistent with the permit issued by the Suwannee River Water Management District and the operation and maintenance plans. Additionally, the operation and maintenance of the surfacewater management system shall be the undivided responsibility of all owners and future owners of said lots.

Prior to the termination or release of any owner of the above described lots, all property, interest in property, whether real, personal or mixed which is directly or indirectly related to the surfacewater management system, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, and preservation and conservation areas, wetland and wetland mitigation areas which are owned or controlled by the owners of the above described lots, 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 Suwannee River Water Management District through modification of any or all permits or authorization issued by the District. Such modification shall be made under the lawfully adopted rules of the District in effect at the time of application for such modification.

These special limiting conditions shall be binding on all parties hereto, their heirs, personal representatives, successors, grantees, and assigns and shall run with the land.

Section 2. General Maintenance: The Association may provide general maintenance upon any lot which lot is deemed by the Association to be in need of clearing, mowing, tree trimming or removal, fence painting or other general maintenance or landscaping. Prior to the Association taking such action as

hereinabove set forth, the Association shall notify the owner in writing at his last known address, stating what action needs to be taken by the owner and if after thirty (30) days such action is not taken by the owner, the Association shall provide the necessary maintenance. The Association shall assess the owner for any general maintenance work done by the Association, who shall pay same in a timely fashion. If said charges are not paid, the Association shall proceed to collect same using all remedies allowed by law.

Section 3. Assessment of Costs: The cost of maintenance of the common areas, easements and general maintenance shall be assessed as follows:

The cost of general maintenance shall be assessed upon the lot upon which said maintenance is performed, but shall not be considered to be a part of the maintenance assessment or charge for road, rights of way, easements or drainage facilities.

Assessments for maintenance to common areas and easements shall be as set forth hereinabove in Article V. Each lot in the Subdivision shall bear 1/30 of the assessments for maintenance of the common areas and easements in the Subdivision.

Section 4. Access at Reasonable Hours: For the purpose of performing the general maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the owner, to enter upon any lot or exterior of any unit or other structures located in Rock Meadow Farm at reasonable hours of any day except Saturday or Sunday.

ARTICLE VII

LAND USE

Section 1. Purposes: No parcel, part, portion or Subdivision lot of this property shall be used except for residential purposes, and as otherwise permitted by this Declaration and applicable zoning laws and regulations. No building shall be erected, altered, placed or permitted to remain on any portion of the herein described property other than a single family dwelling not to exceed two and a half stories in height, and a private garage or carport for not more than three (3) cars. There may be incorporated in, or attached to, any such dwelling a garage or carport and storage, laundry or servants' quarters (for use in connection with and to serve the single family unit). Appropriate barns and other accessory structures may be built as detached buildings, provided they meet all setback requirements.

Section 2. Residence Construction: No residence shall be constructed upon any Homesite except one single family residence, which shall contain not less than eighteen hundred (1800) square feet, heated and cooled, including all stories, but exclusive of any garage, and plans and specifications for which must be first approved by the Architectural Control Committee as hereinafter set forth. Said Committee shall have the right to approve the materials and methods of construction to insure the type, grade and standard of materials and standard of quality as described hereafter. Neither mobile homes nor modular homes may be placed upon any building lot in the Subdivision. No garage or carport shall open toward any street or roadway abutting any lot. Trash and garbage containers as well as air conditioning equipment and all other accessories shall be either fenced or screened with shrubbery so as not to be visible from abutting streets or adjoining lots. All construction must be completed within twelve (12) months from date of commencement of construction, unless an extension is granted by the Architectural Control Committee.

Section 3. Fences: Fencing of the individual lots must conform to the fencing standards developed by the Architectural Control Committee. Fences are generally permitted, and required with horses and cows. All fences along road fronts and fronting any portion of a roadway easement or paved road shall be four (4) board wooden fences of treated or comparable wood within 4x4 square posts, calculated to have a life expectancy of a minimum of ten (10) years. All four-board-fencing will be constructed with all boards mounted facing the road, and shall be painted black.

Section 4. Setbacks: No building shall be placed on any lot or parcel nearer than fifty (50) feet to any lot line or to the boundary of any easement shown on the Plat. For the purpose of construing the covenant and restriction contained in this paragraph, eaves and steps shall not be considered as a part of the building or dwelling.

Section 5. Temporary Structures: No structure of a temporary character, mobile home, trailer, tent, shack, garage or other outbuilding or recreational vehicle shall be used on any parcel or lot at any time as a residence either temporarily or permanently. No servants' quarters, or other building, including temporary structures, may be erected prior to the commencement of construction of the main residence, except for garages, barns, and building material and tool sheds. All temporary material and tool sheds must be removed promptly after the dwelling is completed.

Section 6. Commercial Vehicles: Commercial vehicles, boats and/or trailers or travel homes shall not be allowed to remain on the streets of this subdivided property except when conducting business. If an owner has a commercial vehicle, boat and/or trailer or travel home, it must be hidden from the street and neighboring lots by walls or shrubbery, and located at least fifty

(50) feet from the street; this set-back shall be the same used as the one set for the house, as not to be an unsightly nuisance to the neighborhood.

Section 7. Culverts: All culverts located under driveways or walkways shall have end walls or head walls which shall be constructed in conformity with designs and standards as established by the Architectural Control Committee.

Section 8. Animals: No animals, livestock, horses, or poultry of any kind may be kept within any dwelling or upon the Subdivision property except for dogs, cats, and other household pets which may be kept on individual lots subject to rules and regulations from time to time adopted by the Association. Notwithstanding the foregoing, each lot may maintain one horse or cow per acre, subject to rules and regulations established by the Association. No horses without a current negative test (Coggins) for equine infectious anemia will be permitted at any time. In no event, may any homeowner maintain a commercial venture in respect to the breeding and marketing of animals, whether poultry, livestock, horses, cows, dogs or cats.

Section 9. Nuisance: No activity shall be carried on upon any lot within the Subdivision property, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No hunting or discharging of firearms for target practice, etc. is permitted. All lots, setback areas, yards, walkways, driveways, and parking areas shall be maintained and kept in a neat and clean condition, free of refuse and debris. No signs of a commercial nature may be kept or maintained on any property within the Subdivision at any time.

Section 10. Vehicle Repairs: At no time shall there be any repairing, dismantling, or other mechanical work done on any automobiles, or other vehicles, except in an enclosed carport or garage.

Section 11. Antennas: No towers, poles, antennas, or satellite dishes may be erected on any lot in such manner as to be visible from the outside of such lot, except one conventional UHF/VHF television antenna.

Section 12. Waste and Sewage: Wells and septic tanks shall not be placed closer than fifty (50) feet to any lot line, or to the boundary of any easement shown on the Plat, nor closer than one hundred (100) feet to each other. No individual water supply system shall be permitted on any lot unless the system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the Alachua County Health Department. No individual sewage disposal system shall be permitted on any lot unless the system is designed, located, and constructed in accordance with the requirements, standards and

recommendations of the Alachua County Health Department.

ARTICLE VIII

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Appointment: The Architectural Control Committee shall consist of Andrew M. Day, Robert Bieniek, and David Jakupko who may employ architects and other professional consultants to assist the Committee. The Architectural Control Committee shall serve at the pleasure of Andrew M. Day and his assignees.

Section 2. Plan Approval: Every person desiring to construct or alter any residence, fence, mailbox, clothesline or other structure shall make a request in writing to the Architectural Control Committee for approval. The Committee shall, within thirty (30) days from the date it shall receive the last item required to be submitted, either approve or disapprove such request. Notification of such approval or disapproval shall be made in writing. In the event that any approved construction shall not be commenced within six (6) calendar months or completed within eighteen (18) months from the date of such approval, the proposed construction shall be deemed to have been abandoned and prior to the commencement of any such construction, a new request will be made to the Architectural Control Committee without regard to any prior request. In the event the Committee shall fail to act upon any request for approval within thirty (30) days, such request shall be deemed approved by the Committee.

Section 3. Waiver of Restrictions: The Architectural Control Committee shall have the power of affirmative vote to waive any provisions of this Article VIII or any other Article for any residence, fence or other structure, if by majority vote they determine that the enforcement of such provision would constitute a hardship.

ARTICLE IX

MAINTENANCE OF LOTS BY LOT OWNERS

Section 1. Parking Areas, Etc.: All setback areas, walkways, yards and driveways shall be maintained and kept in a neat and clean condition, free of refuse and debris.

Section 2. Landscaped Areas: All landscaped areas shall be maintained in a live, healthy and growing condition, properly watered and trimmed. Any planting of grass, shrubs or trees which become dead or badly damaged shall be replaced with similar sound, healthy plant materials. Trees over ten (10) inches in diameter may not be removed unless they pose a hazard, in which case removal

must be approved by the Association.

Section 3. Covenant to Maintain: No dwellings or improvements located in the Subdivision property shall be permitted to fall into disrepair. All persons, firms, and corporations who may hereafter succeed to title or acquire any lien or interest against or in the above described real property and improvements situated thereon, do jointly and severally agree to keep and maintain the said improvements in a good state of repair and to properly care for and maintain all lawns and shrubbery in a neat and attractive condition.

ARTICLE X

MISCELLANEOUS

Section 1. Duration: These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the then current owners of the lots sign and record an instrument revoking, or altering these covenants in whole or in part.

Section 2. Notices: Any notice to be sent to any member or owner shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as owner in the records of the Association.

Section 3. Enforcement: If the owners of any lot, or their successors, heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and to prevent him or them from so doing, and to recover damages for such violations.

Section 4. Severability: Failure to enforce any violation of these restrictions shall not in any manner be construed as a waiver of such provisions.

Section 5. Amendment: These restrictions may be amended by the Developer as long as it owns property subject to such restrictions and thereafter these restrictions may be amended by obtaining written consent from a 3/4 majority of the members of the Association.

Section 6. Notice of Non-Dedication: This Subdivision contains private roadways which have not been dedicated to, nor accepted by, the City of Alachua and the maintenance of such

streets shall not be the responsibility of the City of Alachua.

Section 7. 100 Year Flood Prone Areas: Properties which have natural ground elevations below the 100 year flood plain as shown on the Plat of Rock Meadow Farm are prone to severe flooding. Development on such properties may be subject to special regulation (based on the minimum standards of the Federal Emergency Management Agency National Flood Insurance Program) by Alachua County, Florida, which requires that structures be elevated at least one foot above the 100 year flood levels. Such development may require special surveying, engineering, or architectural design to insure that flood hazard is not increased by the development.

ARTICLE XI

PARTIAL INVALIDATION

Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

ARTICLE XII

SPECIAL PROVISION

The fee simple title holders of that certain parcel of land described on Exhibit "C", attached to this Declaration, shall be entitled to elect to have the use and enjoyment of the common areas and easements in the Subdivision, provided said owners shall pay to the Association annual dues equal to the maintenance assessment common to the lots in the Subdivision. The use of the common areas and easements shall be subject to the same rules and regulations as applied to the owners of lots in the Subdivision.

Signed, sealed and delivered in our presence as witnesses:

GARLAND OF ALACHUA, INC.,
a Florida corporation


By: Andrew M. Day
ANDREW M. DAY, President

Witness

Witness

STATE OF FLORIDA
COUNTY OF ALACHUA

SWORN TO AND SUBSCRIBED before me this 17th day of
November, 1995, by ANDREW M. DAY, as President of GARLAND OF
ALACHUA, INC., a Florida Corporation on behalf of said corporation
in its aforesaid capacity, who is personally known to me or
produced _____ as identification.


NOTARY PUBLIC

MARVIN W. BINGHAM JR.
NOTARY PUBLIC STATE OF FLORIDA
My Comm Exp 5/22/96
COMM NBR CC199182

EXHIBIT A

ARTICLES OF INCORPORATION
OF

ROCK MEADOW FARM HOMEOWNERS ASSOCIATION, INCORPORATED
A FLORIDA CORPORATION NOT FOR PROFIT

The undersigned, for the purpose of forming a Corporation Not For Profit under Florida Statutes Chapter 617, does hereby make and adopt the following Articles of Incorporation:

ARTICLE I
NAME & ADDRESS

The name of the corporation shall be:

ROCK MEADOW FARM HOMEOWNERS ASSOCIATION, INCORPORATED.

(Hereinafter the "Association")

The principal place of business of this corporation will be

9131 NW 222nd Avenue
Alachua, Florida 32615

ARTICLE II
TERM OF EXISTENCE

The existence of the Association will commence upon filing of these Articles with the Department of State of the State of Florida and shall continue thereafter in perpetuity.

ARTICLE III
PURPOSE

The Association is organized for the purpose of enforcing the Declaration of Covenants and Restrictions for, and adopting and promulgating rules and regulations pertaining to the use of the easements and lots in, ROCK MEADOW FARM, Phase 2, a Subdivision as per Plat Book "S", Page 49, in the Public Records of Alachua County, Florida, and for the management, maintenance, operation and care of real and personal property, including but without limitation, all roads, roadways, culverts, ditches, canals, retention or detention areas, drainage, and other surfacewater management works, which are owned or controlled by the Association or the owners in common. Wherever used herein the term "ROCK MEADOW FARM" shall refer to ROCK MEADOW FARM, Phase 2.

Further and in accordance with the Declaration of Covenants and Restrictions for ROCK MEADOW FARM (hereinafter the "Declaration"),

- A. To fix, make and collect assessments;
- B. To borrow money;
- C. To use and expend the proceeds of assessments and borrowings in a manner consistent with the purpose for which this Association is formed;
- D. To maintain, repair, replace, operate, and care for real and personal property, including but without limitation, all roads, roadways, culverts, ditches, canals, retention or detention areas, drainage, and other surfacewater, management works, which are owned or controlled by the corporation or the owners in common in a manner consistent with the permit issued by the Suwannee River Management District and the operation and maintenance plan attached thereto;
- E. To purchase and maintain insurance;
- F. To make, amend, impose, and enforce by any lawful means, reasonable rules and regulations of use of the common areas and Association property;
- G. To contract for services with others;
- H. To do and perform anything required by these Articles, the Bylaws, or the Declaration to be done by the owner, but if not done by the Owner 30 days after notice, at the expense of Owner;
- I. To do and perform any obligations imposed upon the Association by the Declaration or by any permit or authorization from any unit of local, regional, state, or the federal government and to enforce by any legal means the provisions of these Articles, the Bylaws and the Declaration.

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 IV MEMBERSHIP

Every person or entity who is, from time to time, the record owner of a lot in ROCK MEADOW FARM shall be a member of the Association. Membership will be appurtenant to, and may not be separated from the ownership of a lot in ROCK MEADOW FARM.

**ARTICLE V
INITIAL CONTROL BY DEVELOPER**

Notwithstanding the other provisions contained in these Articles to the contrary, GARLAND OF ALACHUA, INC., or its successors in interest ("DEVELOPER") shall have the control of the Association and its affairs until the developer relinquishes that right or ceases to be the owner of any lot in ROCK MEADOW FARM. The developer, prior to relinquishing control of the Association or otherwise allowing control to transfer to the directors of the Association, shall provide at least 30 days written notice to the Suwannee River Water Management District that all terms and conditions placed upon the developer by permits or authorizations from the Suwannee River Water Management District have been satisfied in full and that transfer is proposed to occur on a specific date.

**ARTICLE VI
ASSESSMENTS**

The Association shall have the authority to set and collect assessments in accordance with the Declaration.

**ARTICLE VII
SUBSCRIBER**

The name and street address of the Subscriber to these Articles of Incorporation is:

Garland of Alachua, Inc. 9131 NW 222nd Avenue
Alachua, Florida 32615

**ARTICLE VIII
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, by a two-thirds (2/3) majority vote of the Directors or members of the Association. Amendments to Articles or Bylaws which directly or indirectly impact operation and maintenance of the surfacewater management system, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetlands and wetland mitigation areas which are owned or controlled by the Association or the owners in common, may be made after approval by the Suwannee River Water Management District. Such approval shall be in the form of a modification to any and all permits issued by the Suwannee River Water Management District under the lawfully adopted rules of the Suwannee River Water Management District in effect at the time of application for such modification. Amendments to the Articles or the bylaws which do

not impact operation or maintenance of the system may be made without authorization of the Suwannee River Water Management District; however, copies of any such amendments shall be forwarded to the District within 30 days of approval.

**ARTICLE IX
REGISTERED AGENT AND OFFICE**

The street address of the Initial Registered Office of the Association is 9131 NW 222nd Avenue, Alachua, Florida 32615 and the name of its initial Registered Agent at that address is Andrew M. Day.

**ARTICLE X
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

Each person who has served as an officer or director of this corporation shall be indemnified by the corporation against liability and against expenses (including attorney's fees) reasonably incurred by him in connection with any action, suit or proceeding by reason of his being or having been an officer or director of the corporation, except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding not to have acted in good faith in the reasonable belief of his action or failure to act was in the best interests of the corporation. This right of indemnity shall also inure to the benefit of the person's legal representative or successor. The directors shall have the power to indemnify other employees of the corporation upon the same terms. Each such person, whether officer, director or employee, shall be entitled to the full extent of the indemnification provided pursuant to applicable statutes in the State of Florida for a corporation such as this corporation.

**ARTICLE XI
DIRECTORS**

The maximum number of Directors which this Association is authorized to have is ten (10). The minimum number of Directors which this corporation is authorized to have is three (3). The method of election of the Directors of the corporation is set forth in the By-Laws.

**ARTICLE XII
DISSOLUTION OF ASSOCIATION
SURFACEWATER MANAGEMENT SYSTEM**

Prior to dissolution of this Association, all property, interest in property, whether real, personal, or mixed, which is directly or indirectly related to the surfacewater management system, including but without limitation, all lakes, ditches,

canals, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetlands, and wetland mitigation areas which are owned or controlled by the Association or the owners in common, 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 Suwannee River Water Management District through modification of any and all permits or authorizations issued by the Suwannee River Water Management District. Such modification shall be made under the lawfully adopted rules of the Suwannee River Water Management District in effect at the time of application for such modification.

In Witness Whereof, the undersigned has signed those Articles of Incorporation on the 17th day of November, 1995.

GARLAND OF ALACHUA, INC.
INCORPORATOR

By: Andrew M. Day
ANDREW M. DAY, President

STATE OF FLORIDA
COUNTY OF ALACHUA

SWORN TO AND SUBSCRIBED before me this 17th day of November, 1995, by ANDREW M. DAY, as President of GARLAND OF ALACHUA, INC., a Florida corporation on behalf of said corporation in its aforesaid capacity, who is personally known to me or who has produced as identification.

Marvin W. Bingham Jr.
NOTARY PUBLIC

ACCEPTANCE OF REGISTERED AGENT

NOTARY PUBLIC
MARVIN W. BINGHAM JR.
STATE OF FLORIDA
My Comm Exp 5/22/96
COMM NBR. CC199182

The undersigned hereby accepts appointment as Registered Agent of ROCK MEADOW FARM HOMEOWNER'S ASSOCIATION, INCORPORATED, which is contained in the foregoing Articles of Incorporation.

Dated this 16th day of November, 1995.

Andrew M. Day
ANDREW M. DAY

EXHIBIT B

BY-LAWS OF

ROCK MEADOW FARM HOMEOWNERS ASSOCIATION, INCORPORATED

A Corporation Not for Profit
Under the Laws of the State of Florida

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to ROCK MEADOW FARM HOMEOWNERS ASSOCIATION, INCORPORATED, a nonprofit corporation organized and existing under the laws of the State of Florida.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot in ROCK MEADOW FARM, Phase 2, a Subdivision as per Plat Book "S" Page 49, of the Public Records of Alachua County, Florida.

Section 3. "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article IV of the Articles of Incorporation of the Association.

Section 4. All other definitions from the Declarations of Covenants, Conditions and Restrictions (the "Declarations") described in the Articles of Incorporation of the Association are incorporated herein by this reference.

ARTICLE II

LOCATION

Section 1. Until changed, the principal office of the Association shall be located at 9131 NW 222nd Avenue, Alachua, Florida 32615.

ARTICLE III

MEMBERSHIP

Section 1. Membership of the Association is as set forth in Article IV of the Articles of Incorporation of the Association.

Section 2. The rights of membership are subject to the payments of annual and special assessments levied by the Association, the obligation for which is imposed against each Owner

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Association, the obligation for which is imposed against each Owner of, and becomes a lien upon, each lot in the Subdivision against which such assessments are made as provided by Articles V and VI of the Declaration.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. The Directors of the Association shall be elected at the annual meeting of the Members. The election shall be decided by majority vote of all Members present in person or by proxy and voting at the annual meeting.

Section 2. Any director may be removed from office at any time, with or without cause, by the affirmative majority vote of the Association membership.

Section 3. The first meeting of the duly elected Board of Directors, for the purpose of organization, shall be held immediately after the annual meeting of Members, provided the majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of the Members upon three (3) days' notice in writing to each member of the Board elected, stating the time, place and object of such meeting.

Section 4. Regular meetings of the Board of Directors may be held at any place or places within Alachua County, Florida on such days and at such hours as the Board of Directors may, by resolution, designate.

Section 5. No notice shall be required to be given of any regularly scheduled meeting of the Board of Directors, unless required by law.

Section 6. Special meetings of the Board of Directors may be called at any time by the president or by any two (2) members of the Board and may be held any place or places within Alachua County, Florida, and at any time.

Section 7. Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of any two (2) members of the Board to each member of the Board not less than three (3) days by mail, or one (1) day by telephone or telegraph, prior to the meeting. Special meetings of the Board may also be held at any place and time without notice by unanimous waiver of notice by all the Directors.

Section 8. Directors shall have the absolute right to resign at any time and the remaining Directors in office shall then fill the vacancies, provided that if all Directors resign, a special meeting of members shall be called as soon as possible for the purpose of electing new Directors and the resignations of such Directors shall not be effective until such election is held and new Directors are elected, except that if no meeting is held or no Directors are elected after two (2) attempts to call and hold such meeting, the resignations shall become effective simultaneously with the date and time of the scheduled second meeting, whether held or not or whether new Directors are elected or not.

ARTICLE V

OFFICERS

Section 1. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

Section 2. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect at least one (1) Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, the Vice President shall perform the duties and exercise the powers of the President. The Secretary shall issue notices of all meetings of the Membership of the Association and the directors where notice of such meetings are required by law or in these By-Laws. He shall keep the minutes of the meetings of the membership and of the Board of Directors. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for the purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

Section 3. Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

ARTICLE VI

MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the Members shall be

held in the month of January in each year at such time and place as shall be determined by the Board of Directors.

Section 2. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two (2) or more members of the Board of Directors, or upon written request of the Members who have a right to vote one-third (1/3) of all the votes of the entire membership.

Section 3. Notice may be given to the Member either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to his address appearing on the records of the corporation. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special shall be mailed or personally delivered at least six (6) days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, additional notice of such meeting shall be given or sent as therein provided.

Section 4. The presence in person or by proxy at the meeting of Members entitled to cast 33 1/3% of the votes of the membership shall constitute a quorum for any action governed by these By-Laws.

Section 5. Proxies must be in writing and signed by all record Owners of a Unit or the person designated in a voting certificate signed by all such Owners as the person authorized to cast the vote attributable to such Unit.

Section 6. Meetings shall be governed by Robert's Rules of Order (latest edition) to the extent not inconsistent with these By-Laws, the Articles and the Declarations.

ARTICLE VII

BOOKS, RECORDS, PAPERS AND FINANCIAL REPORTS

Section 1. The books, records and papers of the Association shall be subject to the inspection of any Member of the Association, in accordance with Florida Statutes Section 617.1601 through 617.1604 (1994).

Section 2. Within sixty (60) days following the end of the fiscal or calendar year, the Board of Directors of the corporation shall mail or furnish by personal delivery to each member a complete financial report of actual receipts and expenditures for the previous 12 months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications.

ARTICLE VIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of 66 2/3% of the votes of Members present and voting in person or by proxy, provided that the notice to the members of the meeting discloses the information that the amendment of the By-Laws is to be considered; provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matters stated herein to be or which are in fact governed by the Declarations referred to herein may not be amended except as provided in such Declarations. Anything to the contrary herein notwithstanding, the Declarant shall have the absolute right to amend these By-Laws and the Articles of Incorporation as long as the Declarant owns any Lot in Rock Meadow Farm, Phase 2, without the consent of the members of the Board.

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

WE HEREBY CERTIFY that the foregoing By-Laws of the above named corporation were duly adopted by the Board of Directors of said Association on the 17th day of December, 1995.

Andrew M. Day
President
Andrew M. Day
Secretary

EXHIBIT C

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 11, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A RAILROAD SPIKE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 11, TOWNSHIP 8 SOUTH, RANGE 18 EAST FOR THE POINT OF REFERENCE AND RUN N.89°03'29"E., ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 11, A DISTANCE OF 1082.95 FEET TO A CONCRETE MONUMENT (L.S. #1772); THENCE RUN N.03°51'01"W., ALONG THE EAST LINE OF THE LAND AS DESCRIBED IN OFFICIAL RECORD BOOK 1203, PAGE 117 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, A DISTANCE OF 722.44 FEET TO AN IRON PIPE; THENCE RUN N.88°50'01"W., A DISTANCE OF 27.72 FEET TO AN IRON PIPE; THENCE RUN N.01°06'30"E., A DISTANCE OF 675.39 FEET TO AN IRON PIPE; THENCE RUN S.86°52'34"W., A DISTANCE OF 222.10 FEET TO AN IRON PIPE; THENCE RUN N.00°31'05"W., A DISTANCE OF 71.39 FEET TO A CONCRETE MONUMENT; THENCE RUN N.00°00'32"E., A DISTANCE OF 264.87 FEET TO AN IRON PIPE; THENCE RUN N.89°55'23"W., A DISTANCE OF 747.94 FEET TO THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. 241 (100 FOOT RIGHT OF WAY); THENCE RUN N.00°11'29"E., ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 344.54 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE N.00°11'29"E., ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 305.12 FEET TO A CONCRETE MONUMENT AT THE BEGINNING OF A CURVE, CONCAVE EASTERLY, SAID CURVE HAVING A RADIUS OF 34327.48 FEET; THENCE RUN NORTHERLY, ALONG SAID RIGHT OF WAY LINE AND SAID CURVE, THROUGH AN ARC ANGLE OF 08°31'09", AN ARC DISTANCE OF 311.06 FEET (CHORD BEARING AND DISTANCE OF N.00°27'03"E., 311.05 FEET RESPECTIVELY); THENCE RUN S.89°12'22"E., A DISTANCE OF 371.81 FEET; THENCE RUN S.00°08'42"W., A DISTANCE OF 611.07 FEET; THENCE RUN N.89°59'28"W., A DISTANCE OF 373.69 FEET TO THE TRUE POINT OF BEGINNING