

THIS INSTRUMENT PREPARED BY:
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RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2180309 21 PGS
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J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK13 Receipt#256469

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
STRAWBERRY FIELDS**



2180309

THIS DECLARATION, made on the date hereinafter set forth by APARTMENTS AT BRIGHTON PARK, LLP, hereinafter referred to as "Declarant".

WITNESSETH

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

The Retention Area, Drainage Easement and Common Area, together with Lots One (1) through Twenty-two (22) of STRAWBERRY FIELDS UNIT 1, as per plat thereof recorded in Plat Book 25, Page 88 and Lots Twenty-three (23) through Seventy-one (71) of STRAWBERRY FIELDS UNIT 2, as per plat thereof recorded in Plat Book 25, Page 89, of the Public Records of Alachua County, Florida, together with Common Area shown on said Plat.

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

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to STRAWBERRY FIELDS OF GAINESVILLE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

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

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

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners.

Section 5. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Properties.

Section 6. "Declarant" shall mean and refer to APARTMENTS AT BRIGHTON PARK, LLP, and its successors or assigns if they should acquire more than one undeveloped Lot from the original Declarant for the purposes of development.

Section 7. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges of stormwater runoff which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse stormwater runoff to prevent or reduce flooding, over-drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharge from the system. Any reference in the Declaration to the Suwannee River Water Management District shall also include its successors if it ceases to exist.

**ARTICLE II
PROPERTY RIGHTS**

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

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which an assessment against his Lot remains unpaid; and for any period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by a majority of the voting members.
- (d) The right of the Association to collect money for the maintenance and repair of stormwater management and surface water facilities.

These rights shall run with the land which is subject to this Declaration.

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

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS**

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

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

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

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

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 2010, or
- (c) when Declarant decides to turn over control to the Class A members.

Section 3. In all elections involving general membership voting, the total vote will be the combined vote of all Class A and B shares voted. Each Class B vote shall be equivalent with, and participate in all voting on a basis equivalent to, one Class A vote.

**ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS**

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

Association and may be reflected by filing a notice of such lien in the Public Records of the county where the property is located. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

The Association shall levy a special assessment for the purpose of defraying in whole or in part the cost of the maintenance, operation and repair of the surface water or storm water management system and any and all other costs incurred to comply with the terms and provisions of the permit issued by the District. Such special assessments shall be levied by the Board of Directors of the Association with or without approval of the membership of the Association. Special assessments shall be due and payable within 30 days of the assessment being levied.

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Five Hundred and 00/100 Dollars (\$500.00) per Lot.

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

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

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

(d) The Board of Directors are required to establish annual assessments at a rate sufficient to cover annual maintenance. If annual assessments are insufficient, the Board of Directors shall have authority to require a special assessment sufficient to cover such shortfall.

(e) The Board of Directors shall establish the appropriate levels of maintenance.

(f) The Board of Directors may establish fees for the use of various facilities.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Special assessments made for the purpose of complying with the Suwannee River Water Management District permit are not conditioned on lot owner approval or limited in amount.

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

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, except that the Board may establish a lower assessment for lots for which a Certificate of Occupancy has not been issued for improvements to that lot.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessments shall be adjusted according to the number of the months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an

Officer of the Association setting forth whether the assessment on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-payment of Assessments; Remedies of the Association. Any assessment not paid within 30 days of its due date shall be delinquent, and shall bear interest from the due date at 18% per annum until paid in full, and the Association shall have the right to file a lien in the Public Records of Alachua County, Florida to secure payment of all amounts due. The total amount due shall be a continuing lien on the real property described in the lien until paid in full, and the Association may bring a civil action to foreclose the lien. The lien of any assessment is subordinate to the lien of any first mortgage. A sale or transfer of any lot or real property encumbered by such a lien shall not affect the validity or enforcement of the lien. No owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area or abandonment of his Lot.

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ARTICLE V
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. No dwelling shall be permitted on any of the lots which contain less than 1400 square feet of heated and cooled area, exclusive of porches and garages. All lots shall have setbacks as shown on the Plat. **Heritage Trees** located on Lots 1, 2, 5, 7, and 8 may not be removed without obtaining a separate permit and agreeing to required mitigation.

ARTICLE VI
RESTRICTIONS ON USE OF PREMISES

In addition to the rules and regulations which may be established by the Association, the following restrictions are placed upon the Property:

- (1) Each lot shall be used for residential purposes only. Each residential unit must be built with a one car garage. Carports are not acceptable.
- (2) All driveways shall access to streets within the plat unless otherwise approved by the Architectural Control Committee.
- (3) Boats, trailers, recreation vehicles, trucks or other transportable personal property will not be permitted in the open parking areas or drive, but must be stored only within garages or in enclosures in the back yard.
- (4) Mechanical work on any type of vehicle must be done in the garage only. No disabled or unlicensed vehicles may be kept parked in front of any house.
- (5) No motor vehicles shall be parked in the front or side yards except on an improved parking space or driveway.
- (6) Access to common areas is limited to members of the Association and immediate members or their family and to those persons maintaining any drainage or public utility easements or structures within such areas.
- (7) Members of the Association may bring guests into the common area provided such guests are accompanied by a member.
- (8) Members who bring non-members onto the common areas are required to assume full responsibility and liability for their acts, safety, and well-being.
- (9) Members who bring non-members into the common areas agree to hold the Association harmless for any injuries a non-member guest receives.
- (10) Persons not permitted access under 1 or 2 above are not allowed in the common areas and are to be considered trespassers on the property.

- (11) The Association Board of Directors shall establish restrictions on hours of use of various parts of the common and recreation facilities.
- (12) Minor age children whose parents are not members of the Association may not occupy the common areas at anytime except in the company of a member of the Association who assumes guardian responsibility for all acts or injuries that might result from use of these areas.
- (13) Each member of the Association and all members of their family with legal authority to use common areas must do so at their own risk. The Association cannot assume responsibility for safety and security of members usage. A member of the Association does hereby waive all claim of liability against the Association and holds the Association harmless for all usages members make of the common area.
- (14) No swings, ropes, ladders, treehouses, or structures may be erected or attached to any trees in the common area.
- (15) No one may climb trees or inflict damage to trees in the common area.
- (16) No weapons may be brought onto common areas by members or non-members. This shall include, but is not limited to, all air guns, BB guns, knives, clubs, sling shots, bow & arrows, darts, or any device that is primarily a weapon or tool for hunting.
- (17) No hunting, trapping or fishing is allowed in the common areas.
- (18) No unauthorized removal or cutting of any plants or trees in the common area is permitted.
- (19) The Association may set regulations restricting the hours when garbage cans and trash containers may be set out in front of a residence for garbage/trash collection.
- (20) Fences may not be constructed in the front yard of a residence.
- (21) All fencing location size, and materials shall be allowed only with the approval of the Association which may prohibit the use of certain fencing.
- (22) No satellite dishes, antennas, or such other electronic transmitting or receiving devices may be installed anywhere outside a house on a lot unless approved by the Architectural Control Committee.
- (23) Outside storage buildings can only be in the back yard and subject to the architectural review of the Association.
- (24) If grass is left uncut, or other yard maintenance effecting appearance of the neighborhood is left undone by any member on a private residence, or if such residence is unoccupied or in foreclosure, the Association may arrange for cutting whenever the grass is in excess of 8 inches tall or have needed maintenance done and may bill the property owner. Such bill shall become a lien against the property if left unpaid for thirty days.
- (25) No signs are permitted on the private property or common areas of the property other than For Sale, Garage Sale and political candidate signs; messages are limited to necessary information only. This restriction does not supersede Article VII Section 7.
- (26) The exterior improvements on each lot must be kept in good repair at all times. If damaged by accident or the elements, repairs must be commenced within ninety (90) days and completed in a timely manner.
- (27) No business that requires on-site employees, visits by clients and/or related business traffic may be operated out of any house/garage unless approved by the Architectural Control Committee.
- (28) No noxious, offensive, or hazardous activity shall be maintained upon Properties, nor shall anything be allowed thereupon which may be or may become an annoyance or nuisance.
- (29) No clear cutting shall be allowed on any portion of a lot which is designated on the plat as "low density buffer".

**ARTICLE VII
GENERAL PROVISIONS**

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association or any Owner incurring legal expenses or litigation costs related to successful enforcement of any covenant, restriction, or above items shall be reimbursed whether decided in court or settled out of court. The local governing agency shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants, Conditions and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.

The Suwannee River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in these Covenants and Restrictions which relate to the maintenance, operation and repair of the Surface Water or Storm Water Management System as well as any and all other provisions contained in these Covenants and Restrictions that in any way relate to the permit issued by the District. The District's right to enforce these Covenants and Restrictions by proceedings at law or in equity shall survive any dissolution of the Association and may be enforced by the District against the Association and/or the Owner(s). Should the District bring an action at law or in equity to enforce any provision of these Covenants and Restrictions and should it be determined in any such proceedings that the Association or any Owner(s) breached any of the provisions of these Covenants and Restrictions or failed to completely and timely comply with any of these Covenants and Restrictions, the District shall be entitled to an award of attorneys' fees and costs incurred by the District in such proceedings which shall include attorneys' fees and costs incurred in any administrative and appellate proceedings. The District shall have the right to file a lien in the public records of Alachua County, Florida for any such attorneys' fees and costs awarded to the District by any court or administrative body.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time the shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty-seven percent (67%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment to the Covenants, Conditions and Restrictions which alter any provision relating to the surface water or storm water management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the Suwannee River Water Management District and the local governing agency.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of the combined vote of both Class A and B members who are voting in person or by proxy.

Section 5. Surface Water or Stormwater Management System. The Association, and ultimately the Owners of real property subject to this Declaration, shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system as required by the permit issued by the District and other applicable District rules. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the Suwannee River Water Management District, and local government jurisdiction. The Association shall be responsible for such maintenance and operation. More specifically, said maintenance and repair for each retention facility shall include, but is not limited to, the following: mow grass, inspect the discharge structures, keep ponds free of trash and debris, inspect berms for washout or erosion, fill and sod any washout or erosion within one week, inspect vertical volume recovery structures for sediment build up and keep free of obstruction, any fences around ponds are to be inspected for continuity and promptly repaired if necessary. Said inspections shall be done on a monthly basis. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the Suwannee River Water Management District, and local government jurisdiction.

Section 6. Flood Prone Areas. Properties which have natural ground elevations less than the 100-year flood elevation as shown on the Plat are prone to severe flooding. Development on such properties is subject to special regulation (based on the minimum standards of the Federal Emergency Management Agency, National Flood Insurance Program) by Alachua County. Any development within areas designated as flood prone is subject to all development restrictions

outlined in Alachua County's Flood Hazard Area Ordinance. Such development may require special surveying, engineering, or architectural design to insure that flood hazard is not increased by the development.

Properties which have natural ground elevations less than the 10-year flood elevation as shown on the Plat, if any is shown, are subject to common and frequent flooding (a ten percent probability of flooding in any year). Such properties may not be suitable or eligible for permits for onsite sewage disposal systems (septic tanks).

Section 7. Declarant shall have the right to erect and maintain signs and a model or models for sales purposes anywhere on the property.

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ARTICLE VIII RULES AND REGULATIONS

Section 1. Compliance. Every Owner shall comply with the restrictions and covenants set forth herein and any and all reasonable rules and regulations which may from time to time be adopted by the Board of Directors of the Association. No such rules or regulations shall vary the assessment obligation set forth in Article IV.

Section 2. Enforcement. Failure of an Owner to comply with such restrictions, covenants, rules and regulations shall be grounds for action which may include without limitation any action to recover sums due for damages, injunctive relief, or any combination thereof and the Association shall have the right to suspend voting rights and use of Common Areas as it shall determine.

Section 3. Fines. In addition to all other remedies in the sole discretion of the Board of Directors of the Association a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees or employees to comply with any covenant, restrictions, rules or regulations providing the following procedures are followed:

(a) Notice. The Association shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of the next Board of Directors meeting at which time the Owner shall present reasons why penalties should not be imposed.

(b) Hearing. the noncompliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. Any party charged shall be entitled to cross examine witnesses and may be represented by counsel. A written decision of the Board of Directors shall be submitted to the Owner not later than twenty-one (21) days after the Board of Directors meeting.

(c) Fines. The Board of Directors may impose special assessments against the Lot owned by the Owner as follows:

- (1) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00)
- (2) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00)
- (3) Third and subsequent non-compliance or violation or violations which are of a continuing nature: a fine not in excess of One Thousand Dollars (\$1,000.00)

(d) Payment of Fines. Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines. All monies received from fines shall be allocated as directed by the Board of Directors.

(f) Non-exclusive Remedy. These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto signed this Declaration this 15 day of September, 2005.

Signed, sealed and delivered in our presence as witnesses:

[Signature]
Witness

APARTMENTS AT BRIGHTON PARK, LLP

[Signature]
By: JOHN M. PLA, Partner

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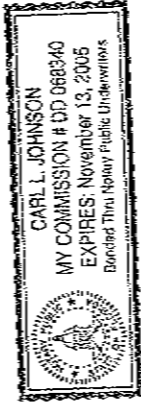
STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **JOHN M. PLA**, as Partner of APARTMENTS AT BRIGHTON PARK, LLP, to me known to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, and an oath was not taken. Said person is personally known to me or _____ has provided the following type of identification: _____

WITNESS my hand and official seal in the County and State last aforesaid this 15 day of September, 2005.

[Signature]
NOTARY PUBLIC

My Commission Expires:



State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of STRAWBERRY FIELDS OF GAINESVILLE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on September 13, 2005, as shown by the records of this office.

The document number of this corporation is N050000009443.

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Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Fourteenth day of September, 2005



CR2EO22 (2-03)

Wanda E. Hood
Wanda E. Hood
Secretary of State

**ARTICLES OF INCORPORATION
OF
STRAWBERRY FIELDS OF GAINESVILLE
HOMEOWNERS ASSOCIATION, INC.**

In compliance with the requirements of Florida Statutes 617 (2005), the undersigned, who is a resident of Alachua County, Florida and who is of full age, has this day agreed to form a corporation not for profit and does hereby certify:

ARTICLE I

The name of the corporation is **STRAWBERRY FIELDS OF GAINESVILLE HOMEOWNERS ASSOCIATION, INC.**, hereafter called the "Association."

ARTICLE II

The initial principal office and mailing address of the Association is located at 100 SW 75th Street, Suite 205, Gainesville, Florida 32607.

ARTICLE III

JOHN M. PLA, whose address is 100 SW 75th Street, Suite 205, Gainesville, Florida 32607, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purpose for which it is formed are to provide for maintenance, management, operation, care, preservation and architectural control of the Lots, Retention Areas, Drainage Easements, Common Area, and Surface Water or Storm Water Management Systems within that certain tract of property described as:

The Retention Area, Drainage Easement and Common Area, together with Lots One (1) through Twenty-two (22) of STRAWBERRY FIELDS UNIT 1, as per Plat thereof recorded in Plat Book 25, Page 88, and Lots Twenty-three (23) through Seventy-one (71) of STRAWBERRY FIELDS UNIT 2, as per Plat thereof recorded in Plat Book 25, Page 89, both of the Public Records of Alachua County, Florida.

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

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Court of Alachua County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- (b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or

personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer, any dedication, sale, or transfer which directly or indirectly impacts the operation of maintenance of the surfacewater management system, including but not limited to, 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 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;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purpose or annex additional residential property and Common Area, provided that such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members; any mergers or consolidations which directly or indirectly impacts the operation of maintenance of the surfacewater management system, including but not limited to, 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 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;

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

(h) Review plans and specifications of proposed improvements as to whether they comply with the "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STRAWBERRY FIELDS";

(i) To 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, and wetland mitigation areas which are owned or controlled by the association or the owners in common in a manner consistent with the permit issued by the Suwannee River Water Management District and the operation and maintenance plan attached thereto, and with local government regulations.

(j) Purchase and maintain insurance;

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

(l) To contract for services with others;

(m) 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 in a timely manner, at the expense of Owner;

(n) 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 V MEMBERSHIP

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

ARTICLE VI VOTING RIGHTS

The Association shall have two classes of voting membership:

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

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

- (1) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on December 31, 2010, or
- (3) when Declarant desires to turn over control to the Class A members.

The Declarant, 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 VII OFFICERS

The affairs of this Association shall be managed by a President, Vice-President, Secretary, and Treasurer and they shall be elected at the first meeting of the Board of Directors following each annual meeting of the members or as otherwise provided in the By-Laws. Until the first election of officers under the Articles of Incorporation, the following shall serve as officers:

President - Merrill Pugh
Vice-President - John M. Pla
Secretary - John M. Pla
Treasurer - John M. Pla

ARTICLE VIII SUBSCRIBERS

The name and address of the subscriber is:

John M. Pla, 100 SW 75TH Street, Suite 205, Gainesville, Florida 32607

**ARTICLE IX
AMENDMENTS**

Amendments of these Articles shall be adopted upon receiving the affirmative vote of a majority of the votes of members entitled to vote thereon; unless any class of members is entitled to vote thereon as a class in which event 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.

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 X
BOARD OF DIRECTORS**

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

Merrill Pugh, 100 SW 75th Street, Suite 205, Gainesville, FL 32607

John M. Pla, 100 SW 75th Street, Suite 205, Gainesville, FL 32607

Carl L. Johnson, 4421 N.W. 39th Avenue, Bldg. 1, Suite 2, Gainesville, FL 32606

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

**ARTICLE XI
DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. 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.

**ARTICLE XII
DURATION**

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

ARTICLE XIII
AMENDMENTS TO BY-LAWS

The power to make, alter, and rescind By-Laws shall be vested in the members as provided by the By-Laws.

ARTICLE XIV
SURFACE WATER MANAGEMENT SYSTEM

The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the Suwannee River Water Management District permit requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system.

The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

Any reference in this document to the Suwannee River Water Management District shall also include the local governing agency in issues dealing with the stormwater management facilities.

ARTICLE XV
CONFLICT WITH BYLAWS

Should a conflict exist or arise between any provisions of the Articles of Incorporation and the provisions of the Bylaws, the provisions of the Articles of Incorporation shall control.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this 1st day of September, 2005.

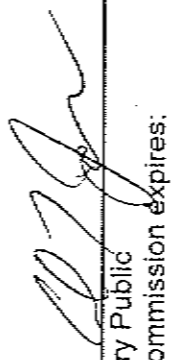


JOHN M. PLA

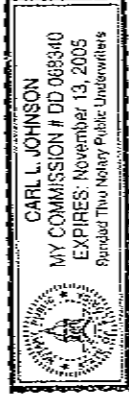
STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **JOHN M. PLA**, known to me to be the person described in the foregoing instrument, and he acknowledged before me that he executed the same for the purposes therein expressed, that I relied upon the following form of identification of the above named person: personal knowledge

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of September, 2005.



Notary Public
My commission expires:




**CERTIFICATE DESIGNATING REGISTERED AGENT FOR THE SERVICE OF PROCESS
WITHIN THIS STATE.**

In pursuance of Chapter 617.0501, Florida Statutes, the following is submitted, in compliance with said Act;

First--That **STRAWBERRY FIELDS OF GAINESVILLE HOMEOWNERS ASSOCIATION, INC.** desiring to organize under the laws of the State of Florida has named **JOHN M. PLA**, located At 100 SW 75th Street, Suite 205, City of Gainesville, County of Alachua, State of Florida, as its registered agent to accept service of process within this state.

ACKNOWLEDGEMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

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

By:  _____
John M. Pla
Registered Agent

INSTRUMENT # 21808309
21 PGS

**BY-LAWS
OF
STRAWBERRY FIELDS OF GAINESVILLE
HOMEOWNERS ASSOCIATION, INC.**

INSTRUMENT # 21800009
21 PGS

ARTICLE I

NAME AND LOCATION. The name of the corporation is **STRAWBERRY FIELDS OF GAINESVILLE HOMEOWNERS ASSOCIATION, INC.**, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 100 SW 75th Street, Suite 205, Gainesville, Florida, 32607, but meetings of members and directors may be held at such places within the State of Florida, as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

Section 1. "Association" shall mean and refer to **STRAWBERRY FIELDS OF GAINESVILLE HOMEOWNERS ASSOCIATION, INC.**, its successors and assigns.

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

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

Section 4. "Lot" shall mean and refer to any plot of land described in the Declaration of Covenants, Conditions and Restrictions with the exception of the Common Area.

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

Section 6. "Declarant" shall mean and refer to **APARTMENTS AT BRIGHTON PARK, LLC.**, its successors or assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

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

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

**ARTICLE III
MEETING OF MEMBERS**

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

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

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

the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

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

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

ARTICLE IV BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

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

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

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

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

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

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

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

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

ARTICLE VI MEETING OF DIRECTORS

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

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

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

**ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

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

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserve to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

- (a) cause to be kept a complete record of the acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration to:
 - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same;
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association and directors liability insurance as it may deem appropriate;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

- (g) cause the Common Area to be maintained;
- (h) cause the exterior of the dwelling to be maintained.

**ARTICLE VIII
OFFICERS AND THEIR DUTIES**

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

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

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

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

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

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

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

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

President

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

Vice-President

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

Secretary

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

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public

accountant at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

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**ARTICLE IX
COMMITTEES**

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

**ARTICLE X
BOOKS AND RECORDS**

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

**ARTICLE XI
ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 10 percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas or abandonment of his Lot.

**ARTICLE XII
CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words:
**STRAWBERRY FIELDS OF GAINESVILLE HOMEOWNERS ASSOCIATION, INC., a corporation
not for profit - Corporate Seal.**

**ARTICLE XIII
AMENDMENTS**

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership. Any amendment which would impair the security position of a holder of a mortgage on a lot must be approved by the holder.

Section 2. Amendments which directly or indirectly impact operation and maintenance of the storm water management or surfacewater management systems, including but not without limitation, all lakes, ditches, canals, 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 and local governing agency. Such approval shall be in the form of a modification to any and all permits issued by the Suwannee River Water Management District and local governing agency under the lawfully adopted rules of the Suwannee River Water Management District and local governing agency in effect at the time of application for such modification. Amendment to the By-Laws which do not impact operation or maintenance of the system may be made without authorization of the Suwannee River Water Management District and local governing agency; however, copies of any such amendments shall be forwarded to the District within 30 days of approval.

Section 3. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

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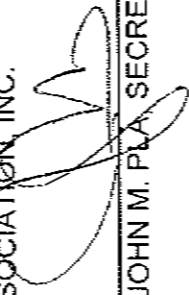
**ARTICLE XIV
MISCELLANEOUS**

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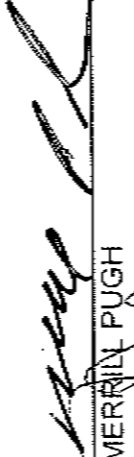
The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of **STRAWBERRY FIELDS OF GAINESVILLE HOMEOWNERS ASSOCIATION, INC.**, have hereunto set our hands this 1st day of September, 2005.


STRAWBERRY FIELDS OF GAINESVILLE HOMEOWNERS ASSOCIATION, INC.

By:  _____
JOHN M. PLA, SECRETARY

DIRECTORS:

 _____
MERRILL PUGH

 _____
JOHN M. PLA

 _____
CARL L. JOHNSON

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of **STRAWBERRY FIELDS OF GAINESVILLE HOMEOWNERS ASSOCIATION, INC., a Florida Corporation**, and

THAT the foregoing By-Laws constitute the original By-Laws of said Association as duly appointed at a meeting of the Board of Directors thereof, held on this 1st day of September, 2005.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 1st day of September, 2003.

 _____
Secretary

strawberry.jaw