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FLORIDA DEPARTMENT OF STATE  
Division of Corporations  
TALLAHASSEE, FLORIDA

February 2, 2010

DARRYL J. TOMPKINS, PA  
P. O. BOX 519  
ALACHUA, FL 32616

SUBJECT: HAWK'S RIDGE HOMEOWNERS ASSOCIATION, INC.  
Ref. Number: W10000005314

We have received your document for HAWK'S RIDGE HOMEOWNERS ASSOCIATION, INC. and your check(s) totaling \$121.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

The name designated in your document is unavailable since it is the same as, or it is not distinguishable from the name of an existing entity.

Please select a new name and make the correction in all appropriate places. One or more major words may be added to make the name distinguishable from the one presently on file.

**Adding "of Florida" or "Florida" to the end of a name is not acceptable.**

Bylaws are not filed with this office. Please retain them for your records.

Please return the corrected original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6995.

Wanda Cunningham  
Regulatory Specialist II  
New Filing Section

Letter Number: 910A00002730

## COVER LETTER

Department of State  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

SUBJECT: Hawk's Ridge of Alachua Homeowners Association, Inc.  
(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for :

☐ \$70.00  
Filing Fee

☐ \$78.75  
Filing Fee &  
Certificate of  
Status

☐ \$78.75  
Filing Fee  
& Certified Copy

☒ \$87.50  
Filing Fee,  
Certified Copy  
& Certificate

**ADDITIONAL COPY REQUIRED**

FROM: DARRYL J. TOMPKINS, P.A.  
Name (Printed or typed)

P. O. BOX 519  
Address

ALACHUA, FL 32616  
City, State & Zip

(386) 418-1000  
Daytime Telephone number

E-mail address: (to be used for future annual report notification)

**NOTE: Please provide the original and one copy of the articles.**

ARTICLES OF INCORPORATION  
Of

HAWK'S RIDGE OF ALACHUA HOMEOWNERS ASSOCIATION, INC.

FILED  
2010 FEB 11 A 11:52  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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

**ARTICLE I**  
**NAME**

The name of the corporation shall be **HAWK'S RIDGE OF ALACHUA HOMEOWNERS ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Association."

**ARTICLE II**  
**DURATION**

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

**ARTICLE III**  
**DEFINITIONS**

The following definitions apply wherever the capitalized terms appear in these Articles. Definitions of other terms may also appear in these Articles.

1.1 **Articles**: These Articles of Incorporation of the Association filed with the Secretary of State of Florida as amended from time to time.

1.2 **Assessments**: The collective term for the following charges:

(a) **General Assessment**: The amount charged to each Member to meet the Association's annual budgeted expenses.

(b) **Individual Lot Assessment**: A charge to each Member's individual Lot for any charges confined to that Lot

(c) **Special Assessment**: A charge to each Member for capital improvements or emergency expenses.

1.3 **Association**: The Hawk's Ridge of Alachua Homeowners Association, Inc., a Florida non-profit corporation and its successors and assignees, formed or to be formed by Declarant.

1.4 **Board**: The Board of Directors of the Association.

1.5 Bylaws: The Bylaws of the Association. A copy of the Bylaws are attached as ***Exhibit B***.

1.6 Common Property: Those tracts of land deeded to the Association and/or designated on the Plat as *Common Open Space, Common Open Space Easement, Recreation Easement, Public Utility Easement, Drainage Easement, Easement and Common Area, Wall and Public Utility Easement and Common Area, and Drainage Easement, Surface Water or Stormwater Management Systems, and Common Area* or similar designations. All Declarant installed walls and fences shall be considered Common Property. The roadways within *Hawk's Ridge* will be dedicated to Alachua County as public roads. The term "Common Property" also includes any personal property appurtenant to any real property owned by the Association if the personal property is designated as such in the bill of sale or other instrument conveying such property.

1.7 Declarant: Hawk's Ridge of Alachua, LLC a Florida Limited Liability Company, and their successors and assignees. Declarant may also be an Owner. The rights of Declarant under this Declaration may be separated and assigned to different parties, and, if so assigned, each assignee will be considered the "Declarant" as to the specific rights so assigned. Declarant may collaterally assign its rights as Declarant by mortgage or other instrument, and such assignees may elect either to exercise the assigned rights or to designate another party to exercise such rights if such assignees succeed to Declarant's interest in *Hawk's Ridge*.

1.8 Declaration: The ***Declaration Of Covenants, Conditions, Restrictions and Easements for Hawk's Ridge*** and all supplements and amendments to this Declaration.

1.9 Defensible Space: shall mean a "clean" zone between wildland fuels and structures (typically a width of 30 feet or more) where fuels have been cleared, reduced or changed so as to act as a barrier between wildfire and the structure.

1.10 Drainage System: All drainage rights-of-way, lakes, ponds, water management tracts, drainage facilities, conservation districts, conservation areas, and buffer zones as shown on the Plat, or as otherwise provided for in the development of Hawk's Ridge. The Drainage System, Surface Water or Stormwater Management System, and all open spaces (as shown on the Plat) will be owned by the Association. "Drainage System" and/or "Surface Water or Stormwater Management System" shall also mean a system designed and constructed or implemented to control discharges which are necessitated by rainfall events incorporating methods to (i) collect, convey, store, absorb, inhibit, treat, use, or reuse water; (ii) prevent or reduce flooding, overdrainage, environmental degradation, and water pollution, or (iii) otherwise affect the quantity and quality of discharges from the system as permitted pursuant to Chapters 40-B4, 40B-40, or 40B-42 of the Florida Administrative Code.

1.11 Lot: A lot shown on the Plat along with any improvements constructed on the Lot.

1.12 Member: A member of the Association. Each owner of a Lot is a Member.

1.13 Mortgagee: The owner and holder of a mortgage made by Declarant encumbering Hawk's Ridge or a portion thereof which is recorded in the Public Records and an institutional lender which holds a bona fide mortgage encumbering a Lot. The term "institutional lender" includes, but is not limited to, banks, savings and loan associations, mortgage lending companies, insurance companies, credit unions and the Federal National Mortgage Association or similar agency.

1.14 Owner: The record owner, whether one or more persons or entities, of the fee simple title to any Lot or a life estate in any Lot. "Owner" does not mean a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any deed or proceeding in lieu of foreclosure.

1.15 Plat: The plat of Hawk's Ridge recorded at Plat Book 28, pages 58-60 of the Public Records of Alachua County, Florida, together with the plats of any additional land from time to time annexed to and made part of Hawk's Ridge.

1.16 Public Records: The official Public Records of Alachua County, Florida.

1.17 Rules: The rules governing the use of the Common Property originally enacted by Declarant and revised from time to time by the Association. Information regarding the Rules is set forth in Section 5.6.

1.18 Surface Water or Stormwater Management System: 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 water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharge from the system.

1.19 Hawk's Ridge: Hawk's Ridge development, recorded in the Plat and any land from time to time made subject to this Declaration.

#### **ARTICLE IV** **PRINCIPAL OFFICE**

The principal office of the Association is located at 300 SW 143<sup>rd</sup> Street, Jonesville, Florida 32669. The mailing address of the Association is 300 SW 143<sup>rd</sup> Street, Jonesville, Florida 32669.

#### **ARTICLE V** **REGISTERED OFFICE AND AGENT**

Eric D. Taylor is hereby appointed the initial registered agent of the Association and the mailing address of the registered office shall be 300 SW 143<sup>rd</sup> Street, Jonesville, Florida 32669.

#### **ARTICLE VI**

## **PURPOSE AND POWERS OF THE ASSOCIATION**

The Association is formed to provide for, among other things, the management, improvement, maintenance, operation and care of any Common Property, all ditches, retention or detention areas, Drainage System(s), Surface Water or Stormwater Management System(s), common open space areas and easements, recreation easements and preservation or conservation areas, wetlands, and wetland mitigation areas which are controlled by the Association. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles or the By-Laws of this Association. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by these Articles and the By-Laws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of any Common Property and the Drainage System(s) and Surface Water or Stormwater Management System(s) within its jurisdiction. The Association, and ultimately the Owner of any real property located within the Association, 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 Suwannee River Water Management District (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 and/or required by the District and local governing agency. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the District and local governing agency. The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers.

6.1 To fix and make assessments to the Owners of the Real Property, and collect the assessment, as well as any cost of collection including but not limited to reasonable attorneys' fees, by any lawful means.

6.2 To levy and collect adequate assessments for the costs of maintenance and operation of the Drainage System(s).

6.3 To borrow money if needed to carry out the purpose and works of the Association.

6.4 To use and expend the proceeds of assessments and borrowings in a manner consistent with the purposes for which this Association is formed, i.e. to pay debts and obligations of the Association.

6.5 To maintain, repair, replace, operate, and care for real and personal property, including but without limitation all ditches, retention or detention areas, drainage, other surface water management works, and preservation or conservation areas, wetlands, wetland mitigation areas which are owned or controlled by the Association or the owners in common in a manner consistent with the permit(s) issued by the Suwannee River Water Management District and applicable District rules and/or local government jurisdiction, and the operation and maintenance

plan attached thereto, and shall assist in the enforcement of the Declarations which relate to the Drainage System(s).

6.6 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 no. 08-0068 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.

6.7 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(s).

6.8 Purchase and maintain property and/or liability insurance if deemed necessary or desirable by the Directors of the Association.

6.9 To make, amend, impose and enforce by any lawful means, reasonable rules and regulations of the Association property, subject to approval of the Suwannee River Water Management District and/or local government jurisdiction if said approval is so required.

6.10 To do and perform all obligations imposed upon the Association by the Declarations 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 By-Laws and the Declarations.

6.11 To do and perform anything required by these Articles, the By-Laws or the Declarations to be done by a lot owner, but if not done by the lot owner in a timely manner, at the expense of such owner.

6.12 Management and Maintenance of the Common Open Space Easement in accordance with the Common Open Space Management Plan, included as "**Exhibit C**".

6.13 Wildfire Management Protection of the Common Open Space Easement in accordance with the Common Open Space Easement Management Plan, included as "**Exhibit E**".

6.14 Protection of Gopher Tortoise population occupying the Property in accordance with the Gopher Tortoise Protection Plan included as "**Exhibit D**".

6.15 Management and Maintenance of the Recreation Easements, Open Space Areas and/or Conservation Management Areas shown of the Plat.

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

## **ARTICLE VII** **ORGANIZATION AND MEMBERSHIP**



While Declarant will control the Association during the development stage, the Owners will eventually be responsible for the continuation of the Association.

7.1 Existence and Membership: The Association is a Florida non-profit corporation of perpetual existence. Every Owner is a mandatory Member of the Association. Membership is appurtenant to and may not be separated from the title to any Lot.

7.2 Exercise of Vote: When more than one (1) person holds an interest in any Lot, all such persons shall be Members; however, Members will only be entitled to one (1) vote per Lot, and any Members who together own a Lot must determine among themselves how the vote may be exercised. Corporations, partnerships and other entities must notify the Association of the Natural person who will be considered a Member of the Association and be entitled to exercise its vote.

7.3 Board of Directors:

(a) Number: The affairs of the Association shall be managed by a Board of not less than three (3) nor more than five (5) directors. The initial Board shall be comprised of three (3) directors. The number may be increased from time to time by amendment to the Articles to a maximum of five (5) directors. In the event that the number of directors is changed, such change in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year. Notwithstanding the above, the Declarant shall be entitled to designate the Board of the Association until such time as the Declarant transfers control of the Association pursuant to 7.5 below.

(b) Term of Office: Once the Declarant has relinquished the power to designate the Board, the Members shall elect the directors for a term of two (2) years each, as provided in the Article of Incorporation. Each director shall hold office for the term of which said director is elected and until said director's successor shall have been elected and qualified or until the director's earlier resignation removal from office or death.

(c) Qualification: Once the Declarant has relinquished the power to designate the Board, each director must be a Member. If a director ceases to be a Member during his/her term of office, such person will automatically be removed from the Board effective upon such occurrence.

(d) Voting Procedure: Except for Declarant-appointed directors, election to the Board shall be by written ballot as provided for in the Articles. At each annual meeting, the Members will elect the directors to replace the directors whose term of office is then expiring. No cumulative voting will be permitted. The candidate(s) receiving the highest number of votes will be declared elected.

(e) Removal: Except for the Declarant-appointed directors who may only be removed by the Declarant, any director may be removed from office, with or without cause, by at least a majority vote of the Members. In the event of the death, resignation or removal of a director, the director's successor shall be selected by the remaining directors and shall serve for

the unexpired term of the director's predecessor except in the case of a Declarant-appointed Director, in which case the Declarant shall appoint the successor.

(f) Vacancies; Replacement of Directors: Any vacancy occurring on the Board may be filled for the remainder of the term by a majority vote of the remaining Board members. If the remaining Board members do not constitute a quorum, a special meeting of the Association to elect new member to the Board may be called by any officer or Member.

(g) Compensation: Directors will receive no compensation for their services unless approved by the Members.

7.4 Relationship to Articles and Bylaws: The Articles and Bylaws will govern all matters of the Association not set forth in this Article. The terms of this Article will prevail over any conflicting provisions in the Articles and Bylaws.

7.5 Transfer of Control of Association: Owners other than the Declarant shall be entitled to elect members of the Board of the Association when the earlier of the following occurs:

(a) Three (3) months after 90% of the parcels in Hawk's Ridge have been conveyed to Members;

(b) Declarant chooses to relinquish control of the Association as evidenced by a recorded instrument to such effect executed by Declarant and Declarant's mortgagees holding a mortgage encumbering all or a portion of Hawk's Ridge.

**Notwithstanding the other provisions contained in these Articles or the Declarations to the contrary, until the Declarant relinquishes control of the Association or otherwise allows control to transfer to the directors of the Association, Declarant shall provide at least 30 days written notice to the Suwannee River Water Management District and/or local government jurisdiction that all terms and conditions placed upon the Declarant by permits or authorizations from the Suwannee River Water Management District and/or local government jurisdiction have been satisfied in full and that transfer is proposed to occur on a specific date.**

## **ARTICLE VIII**

### **OPERATION OF ASSOCIATION AND BOARD**

Most day-to-day decisions about the maintenance of the Common Property and enforcement of the Declaration are the responsibility of the Board acting on the Member's behalf. For those decisions requiring Member's approval, the Association Meeting provides an opportunity for public discussion.

#### **8.1 Annual Meeting:**

(a) When Called: The Annual Meeting will be called every year for the election to the Board of the class of directors whose term then expires and for other business

requiring approval of the Members. The meeting date shall be as determined by the Articles and Bylaws.

(b) Quorum: Voting at an annual meeting requires the presence of Members (in person or by proxy) representing thirty percent (30%) of the total votes and of Declarant or its representative so long as Declarant owns at least one Lot.

(c) Notice: Notice of the annual meeting shall be given by (i) mailing a notice to each Member at the last address furnished to the Association; (ii) delivering a notice to the Member's dwelling or Lot; or (iii) Posting conspicuous notices for the meeting at a place designated by the Association. Notice shall be given at least thirty (30) days prior to the annual meeting.

## 8.2 Board Members:

(a) Board Responsibility: Except as specifically provide in these Articles, the Board is delegated the power and has the authority to act on behalf of the Association in all matters.

(b) Quorum: Voting at a Board meeting requires the presence of at least one-half (1/2) of the directors (in person or by proxy). Except as prohibited by law, action required to be taken by vote of the Board may be taken in the absence of a meeting by obtaining the written approval of a majority of the Board.

(c) Notices: Notices of all meetings of the Board shall be posted in a conspicuous place as designated by the Association forty-eight (48) hours in advance, absent an emergency. If the Board desires to levy an assessment at a meeting, the notice must include a statement describing the assessment being considered. All meeting must be open to the Members except for meetings permitted by law to be closed.

8.3 Record Keeping: The Board shall keep a record of all meetings of the Board and of the Association. For each action taken, the record must state the vote, a description of the action approved and, where applicable, the reasons why the action was considered necessary. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member or any representative of Suwannee River Water Management District. Provided however, any records of closed meetings of the Board shall not be available for inspection by Members without the express written consent of the Board. Officers of the Association shall be elected by the Board which may be by secret ballot.

8.4 Special Members' Meeting: Special meetings of the Members may be called by any one of the following persons or groups:

(a) The Board, or

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

At any meeting, whether annual or special called meeting, of the Members or Directors, at which a Motion is made concerning the Surface Water or Stormwater Management System(s)

a motion may only be voted upon at a meeting at the time which the Suwannee River Water Management District has been given at least ten (10) days written notice and to which the Suwannee River Water Management District is invited to attend by its representatives.

8.5 Notwithstanding the other provisions contained in these Articles to the contrary, until the Declarant relinquishes control of the Association or otherwise allows control to transfer to the directors of the Association, Declarant shall provide at least 30 days written notice to the Suwannee River Water Management District and/or local government jurisdiction that all terms and conditions placed upon the Declarant by permits or authorizations from the Suwannee River Water Management District and/or local government jurisdiction have been satisfied in full and that transfer is proposed to occur on a specific date.

## **ARTICLE IX**

### **ASSOCIATION BUDGET**

To fulfill its obligation to maintain the Common Property, the Board is responsible for the fiscal management of the Association.

9.1 Fiscal Year: the Fiscal year of the Association will begin January 1 or each year and end on December 31 of that year. The board may select another fiscal year. The board must prepare an annual budget (the "Budget").

9.2 Budget: One copy of the Budget must be provided to each Member, or a notice must be given to the Members that one copy of the Budget is available upon request and without charge. The Budget will estimate the total expenses to be incurred by the Association in carrying out its responsibilities during the year. The Budget must include:

(a) The cost of wages, materials, insurance premiums, services, supplies and other expenses for the rendering of all services required or permitted under this Declaration;

(b) Reasonable amounts for working capital for the Association and for reserves;

(c) Fees for professional management of the Association (which may include Declarant), legal counsel and accounting;

(d) Taxes, if the Common Property is taxed separately from the Lots; and;

(e) An estimate of revenues from the General Assessment.

9.3 Reserves: The Association shall accumulate and maintain adequate reserves for working capital, contingencies and replacements to be included in the Budget and collected as part of the annual General Assessment. This shall not begin until the termination of Declarant's guarantee described in Section 10.2 of this Declaration. Extraordinary expenses not included in the Budget will be charged first against reserves for repairs or replacement of particular items for which the reserves were established. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose. If an excess of reserves exists at the end of a fiscal year, such excess may be used to reduce the following year's assessments.

Reserves shall not be commingled with Association funds. All other sums collected by the Board with respect to Assessments and charges of all types may be commingled in a single fund.

9.4 Preparation and Approval of the Budget:

(a) Initial Budget: Declarant will prepare the Initial Budget.

(b) Subsequent Years: Budget other than the Initial Budget will be prepared at the direction of the Board at least one (1) month before the end of the fiscal year. The Budget and annual General Assessment must be adopted by a majority of the Board.

9.5 Effect of Failure to Prepare or Adopt Budget: The Board's failure or delay in preparing or adopting the Budget for any fiscal year will not waive or release a Member's obligation to pay General Assessments whenever the amount of such assessments is finally determined. In the absence of a Budget, each Member shall pay the Assessment at the rate established for the previous fiscal period until notified otherwise.

9.6 Financial Reporting: The Board shall prepare an annual financial report for the Association within sixty (60) days of the close of the fiscal year and provide each Member with a copy of the report or a notice that a copy is available without charge. The report must be in the form required by §617.303(7), Florida Statutes.

9.7 Capital Improvements: The Board shall determine whether capital improvements should be paid from General Assessments or by Special Assessments. If the cost for all capital improvements to be paid within a single year totals more than twenty-five percent (25%) of the Association's Budget, the capital improvements must be approved by majority vote of the Members. Any repair or replacement of existing improvements will be not considered a capital improvement.

9.8 Amendment of Budget: The Board may amend the Budget during any fiscal year and increase the amount of the annual General Assessment for such year if it appears that income will be insufficient to meet the obligations of the Association.

**ARTICLE X**  
**COVENANTS TO PAY ASSESSMENTS**

The cost of fulfilling the Association's financial obligations is divided equitably among the Members by means of Assessments. To assure the Association of a reliable source of funds and to protect those Members who contribute their equitable share, assessments are mandatory and are secured both by a lien on the Lot and the Member's personal obligation.

10.1 Obligation for Assessments: Declarant covenants for each Lot it owns (except for Exempt Lots as defined in Section 10.2), and each Owner, by acceptance of a conveyance of a Lot, is deemed to covenant to pay to the Association its share of the following assessments (collectively, the "Assessments"):

- (a) General Assessments for expenses included in the Budget;
- (b) Individual Lot Assessments for any charges to that Lot.
- (c) Special Assessments for the purposes provided in the Declaration; and

In the event the general assessments are not sufficient to cover the costs of proper operation and maintenance of the surface water or stormwater management system, as permitted by the District and local governing agency, the Association shall levy a special assessment for the purpose of defraying in whole or in part the costs 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. Any assessment not paid within 15 days of its due date shall be delinquent, and shall bear interest from the due date at 18% until paid in full, and the Association shall be 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.

Each owner of a lot, by acceptance of a deed for such lot, whether or not it is expressed in the deed, agrees to pay assessments as provided in this Declaration.

10.2 Guarantee of the Declarant: The Declarant agrees that it will be obligated to pay any actual operating expenses, excluding reserves, of the Association in excess of the revenue derived from the Assessments, including any increases made during the fiscal year, until the end of the first year of the Association's existence (the "Budget Guarantee"). The Declarant may, but it not obligated to, elect to renew its Budget Guarantee on an annual basis. In return for the Budget Guarantee, the Declarant will not be liable for any Assessments on any Lots the Declarant owns, (and "Exempt Lot").

10.3 Divisions of Assessments: The General Assessments and Special Assessments shall be assessed among all Lots (except Exempt Lots) by class as follows: All Lots that are improved with dwellings (other than Declarant's model homes), whether or not occupied, constitute the "Improved Lot" class. Lots that are not improved by a dwelling or are improved by Declarant's model homes constitute the "Vacant Lot" class. The General Assessments and any Special Assessments for each Lot in the Vacant Lot class will be determined by dividing the total assessment by the total number of Lots (excluding Exempt Lots) and multiplying the quotient by 0.10. The General Assessments and any Special Assessments for each Lot in the Improved Lot class will be determined by subtracting the total assessment determined for the Vacant Lot class from the total assessment and dividing the remainder by the total number of

Improved Lots. Notwithstanding the above, a Lot shall lose its vacant status and shall be considered Improved upon the filing of a notice of commencement in the Public Records of Alachua County, Florida.

10.4 General Assessment:

(a) Establishment by Board: The Board will set the date or dates the General Assessment will be due and may provide for payment in monthly, quarterly, semiannual or annual installments.

(b) Proration Upon Sale of Exempt Lot or Loss of Exemption: Upon conveyance of an Exempt Lot, or upon an Exempt Lot's becoming subject to Assessments because the Declarant does not extend the Budget Guarantee, the annual General Assessment will become due for such Lot(s); provided, however, that the General Assessment will be prorated, and only the portion of the General Assessment attributable to the remainder of the fiscal year will be assessed and payable. If payment of the General Assessment is in installments, only the applicable portion of the then current installment will be due.

10.5 Special Assessments: In addition to the General Assessment, the Board may levy a Special Assessment in any fiscal year as follows:

(a) Capital Improvements: The Board may impose a Special Assessment for any capital improvement approved in accordance with this Declaration.

(b) Emergency Assessment: By a two-thirds (2/3rds) vote, the Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expenses which this Declaration requires the Association to pay (including, after depletion of reserves, unexpected expenditures not provided for in the Budget and unanticipated increases in the amounts budgeted).

(c) Exemption: An Exempt Lot will not be subject to payment on any Special Assessment or any portion thereof declared as assessed while such Lot was an Exempt Lot even if payments for such Special Assessments are made in installments, all or some of which become due after the time such Lot no longer is an Exempt Lot.

10.6 Individual Lot Assessments: The Association may at any time levy Individual Lot Assessment against any Lot for the purpose of defraying, in whole or in part, the cost of any special services to that Lot or any other charge designated in this Declaration as an Individual Lot Assessment. An Individual Lot Assessment may be levied on account of any legal expenses (including those incurred at trial or on appeal) and costs incurred by the Association in enforcing this Declaration or in enforcing any other declaration the Association is authorized to enforce.

10.7 Effect of Nonpayment of Assessment Remedies:

(a) Personal Obligation: All Assessments, together with any late fees, interest and costs of collection when delinquent, including reasonable attorney's fees (including those incurred at trial or on appeal) whether or not suit is brought (collectively, the "Assessment Charge") shall be the personal obligation of the person or entity who was the Owner of the Lot at

the time the Assessment Charge was levied and of each subsequent of the Lot.

(b) Creation of Lien: The Assessment Charge shall also be a continuing lien in favor of the Association upon the Lot against which the Assessment Charge is made, which lien is effective upon recording of a claim of lien but relating back to and having a priority as of the date of this Declaration. The lien will secure the Assessment Charge which is then due and which may accrue subsequent to the recording of the claim of lien and prior to entry of final judgment of foreclosure. The lien is subject to the subordination provisions of Section 10.7 (d).

(c) Suit for Payment; Foreclosure of Lien: The Association may bring an action at law against the Owner personally obligated to pay the Assessment Charge, may foreclose the lien or may do both. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot foreclosed at such lien foreclosure sale and to acquire, hold, lease, mortgage and convey the Lot.

(d) Subordination of the Lien to Mortgage: The lien of the Assessment Charge will be inferior to the first mortgage lien of any Mortgagee. Sale or transfer of any Lot pursuant to foreclosure of such a mortgage, including a deed in lieu of foreclosure, shall extinguish the lien as to payments which became due prior to the sale or transfer but shall not affect the right of the Association to proceed personally against the Owner. The purchaser or transferee of such Lot shall be liable for any assessments due after the sale or transfer.

(e) Other Remedies: The Board may assess fines, late fees and interest and suspend the voting rights and right to use the Common Property by an Owner for any period during which any Assessment against the Owner's Lot remains unpaid but only as permitted by law.

10.8 Certificate of Payment: The treasurer of the Association or the manager of the Association, upon request of any Owner, shall furnish a certificate signed by a member of the Board or by the manager, if authorized by the Board, stating whether any Assessments are owed by that Owner. The Board may establish a reasonable fee for such certificate. Such certificate will be conclusive evidence of payment of the Assessment through the date on the certificate.

## **ARTICLE XI**

### **INSURANCE AND INDEMNITY**

Insurance is essential to protect the interests of the Owners and to insure that funds will be available for rebuilding after a casualty; however, because insurance costs may increase significantly or new types of coverage may be available, this Article gives some flexibility to the Board to select coverage which is reasonable for the conditions which exist at that time.

11.1 Review of Coverage: The Board shall review the types and limits of coverage at least once a year.

11.2 Casualty Insurance: If any improvements are constructed on the Common Property, the Board shall maintain fire insurance coverage as appropriate. Endorsements for extended coverage, vandalism, malicious mischief and windstorm shall be obtained where



available at reasonable cost. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy but in any event not less than eighty percent (80%) of the insurable value (based upon replacement) of the improvements constructed on the Common Property.

11.3 Public Liability: The Board shall obtain public liability insurance in such limits as the Board may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Property. Wherever practical, such insurance shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board or other Owners. Such insurance must always name Declarant as an additional insured until fifty (50) years after the date of this Declaration.

11.4 Director Liability Insurance: The Board may obtain liability insurance insuring against personal loss for actions taken by members of the Board and the Officers in performing their duties. Such insurance shall be of the type and amount determined by the Board at its discretion.

11.5 Other Insurance: The Board shall maintain worker's compensation insurance if and to the extent necessary the requirements of law and such other insurance as the Board may deem prudent.

11.6 Repair and Reconstruction After Fire or Other Casualty: If fire or other casualty damages or destroys any of the Common Property, the Board shall arrange for and supervise the prompt repair and restoration of the improvements. The Board shall obtain funds for such restoration first from insurance proceeds, then from reserves for the repair and replacement of such improvements, then from any Special Assessments, which may be necessary after exhausting insurance and reserves.

11.7 Indemnity of Declarant: In consideration of Declarant's conveying the Common Property to the Association, the Association releases, indemnifies and holds Declarant, its officers, employees and agents harmless from any and all liability arising out of the Common Property and shall defend Declarant against all claims of any third party. Such indemnity includes any attorney's fees and costs incurred by Declarant, including at trial or on appeal.

11.8 Cost: The Cost of all insurance contemplated by this section shall be an expense of the Association or as part of the budget.

## **ARTICLE XII** **AMENDMENTS**

Amendments to these Articles of Incorporation and the By-Laws shall be made in the following manner:

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

12.2 Notice. Within the time and in the manner provided in the By-Laws for the giving of notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

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

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

12.5 Agreement. If all of the Board and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though subsections 12.1 through 12.3 had been satisfied.

12.6 Limitations. No amendment shall make any changes in the qualifications for Members or the voting rights of Members without approval in writing by all Members. No amendment shall be made that is in conflict with the Declarations. So long as the Declarant shall own any Lands and/or is a Mortgagee of any Lands within the Property, no amendment shall be made to the Declarations, or to the Articles or By-Laws of the Association unless such amendment is first approved in writing by the Declarant.

12.7 Further Limitations. Amendments to the By-Laws, which directly or indirectly impact operation and maintenance of the surface water or stormwater management systems, including but, without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surface water management works, and preservation or conservation areas, wetlands and wetland mitigation areas, which are owned by the Association or the Owners in common, may be made only 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. Amendment to the By-Laws, which do not impact operation or maintenance of the surface water or stormwater management system, may be made without authorization of the Suwannee River Water Management District; however, copies of any and all such amendments must be forwarded to the District within (30) days of approval.

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

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

### **ARTICLE XIII** **BY-LAWS**

The By-Laws of the Association shall be adopted by the Board and may be altered, amended or rescinded in the manner provided by the By-Laws. Should a conflict exist or arise between any of the provision of the Articles of Incorporation and the provisions of the By-Laws, the provisions of the Articles of Incorporation shall control.

**ARTICLE XIV**  
**SUBSCRIBER**

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

**Name**

**Address**

Eric D. Taylor

300 SW 143<sup>rd</sup> Street  
Jonesville, Florida 32669

**ARTICLE XV**  
**DISSOLUTION OF ASSOCIATION**

Prior to dissolution of the Association, all property, interest in property, whether real, personal, or mixed, which is directly or indirectly related to the surface water and storm water management system, including but without limitation all Drainage System(s), Surface Water or Stormwater Management System(s), ditches, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetland or wetland mitigation areas which are owned by the Association or controlled by the Association 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 and/or local government jurisdiction in effect at the time of application for such modification.

**ARTICLE XVI**  
**NON-STOCK CORPORATION**

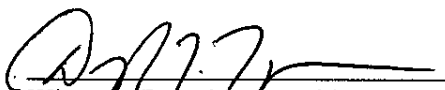
The Association is organized on a non-stock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not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

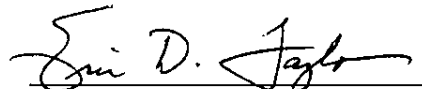
**ARTICLE XVII**  
**INITIAL CONTROL BY DECLARANT;**  
**CONDITION PRECEDENT TO TRANSFER OF CONTROL**  
**OF AN OWNER'S ASSOCIATION**


Notwithstanding the other provisions contained in these articles to the contrary, Hawk's Ridge of Alachua, LLC, a Florida limited liability company, or its successors and assigns in interest ("Declarant"), shall have control of the activities of the Association until the Declarant relinquishes that right or ceases to be the owner and/or the mortgagee of any of the lands within the Property. The Declarant, prior to relinquishing control of the Association or otherwise allowing control to transfer at least 30 days written notice to the Suwannee River Water Management District and/or local government jurisdiction that all terms and conditions placed upon the Developer by permits or authorizations from the Suwannee River Water Management District and/or local government jurisdiction have been satisfied in full and that transfer is proposed to occur on a specific date.

**IN WITNESS WHEREOF**, the undersigned Subscriber has caused these presents to be executed as of this 10<sup>th</sup> day of February, 2010.

*Signed, sealed and delivered  
in the presence of:*

  
Witness: Darryl J. Tompkins

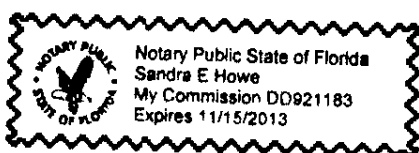
  
By: Eric D. Taylor  
Its: Subscriber


  
Witness: Sandra E. Howe

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 **Eric D. Taylor**, to me known to be the subscriber described in the foregoing Articles of Incorporation, and having taken an oath, he acknowledged and swore to the execution of the said Article of Incorporation for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid on this 10<sup>th</sup> day of February, 2010.



  
Notary Public, State of Florida  
Sandra E. Howe  
My Commission Expires: 11/15/2013

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF  
PROCESS WITHIN THE STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED  
AND NAMES AND ADDRESSES OF THE OFFICERS AND DIRECTORS.

The following is submitted in compliance with Chapter 617.023, F.S.:

HAWK'S RIDGE OF ALACHUA HOMEOWNERS ASSOCIATION, INC. , a Corporation Not for  
Profit, organized under the laws of the State of Florida with its principal office at: 300 SW 143<sup>rd</sup> Street,  
Newberry, FL 32669, has named ERIC D. TAYLOR, located at 300 SW 143<sup>rd</sup> Street, Newberry, FL  
32669, as its agent to accept services of process within the State.

NEWLY ELECTED OFFICERS:


NAME AND TITLE	ADDRESS
Kristi H. Taylor, President	300 SW 143 <sup>rd</sup> Street Jonesville, FL 32669
Eric D. Taylor, Vice President	300 SW 143 <sup>rd</sup> Street Jonesville, FL 32669
Phillip L. Hawley, Secretary/Treasurer	300 SW 143 <sup>rd</sup> Street Jonesville, FL 32669

NEWLY APPOINTED DIRECTORS:

Kristi H. Taylor	300 SW 143 <sup>rd</sup> Street Jonesville, FL 32669
Eric D. Taylor	300 SW 143 <sup>rd</sup> Street Jonesville, FL 32669
Phillip L. Hawley	300 SW 143 <sup>rd</sup> Street Jonesville, FL 32669

FILED  
200 FEB 11 A 12:37  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

I agree as Registered Agent to accept service of process to keep the office open during prescribed hours;  
to post my name in some conspicuous place in the office as required by law.

  
Eric D. Taylor