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August 5, 1996

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Florida Department of State
Division of Corporations
Post Office Box 6327
Tallahassee, Florida 32314

Re: Woods of Montechoa Property Owners' Association, Inc.

Dear Sir/Madame:

Enclosed please find Articles of Incorporation for Woods of Montechoa Property Owners' Association, Inc.

Also enclosed is Check No. 006314 in the amount of \$122.50 for filing fee and a certified copy.

Sincerely,

C. Frederick Thompson
For Woods of Montechoa
Property Owners' Association, Inc.

Enclosures

CFT/jld

FILED
96 AUG 16 PM 4:23
TALLAHASSEE, FLORIDA
STATE

AUG 19 1996 BSB

First Union Bank Building
104 S. Main Street
Suite 400
Gainesville, Florida 32601
Telephone 904/378-4814
Facsimile 904/345-2905

ARTICLES OF INCORPORATION
OF
WOODS OF MONTEOCHA PROPERTY OWNERS' ASSOCIATION, INC.,
(A corporation not for profit)

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CLERK OF DISTRICT COURT
TAMPA, FLORIDA

ARTICLE I

Name and Principal Office

The name of this corporation shall be WOODS OF MONTEOCHA PROPERTY OWNERS' ASSOCIATION, INC., (the "Association"); the principal office shall be 104 N. Main Street, Suite 300, Gainesville, Florida 32601, or such other offices as the Board of Directors shall designate.

ARTICLE II

Purpose and Powers

Section 1. The general nature, objects and purposes for which this corporation is formed are as follows:

(a) To manage, 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 all components and lands of the surfacewater management system wetland mitigation areas, which are owned or controlled by the Association or the owners in common as to the property ("Property").

See Exhibit "1", which is by this reference incorporated herein and made a part hereof.

(b) To fix and make assessments and collect the assessment by any lawful means;

(c) To borrow money;

(d) To use and expand the proceeds of assessments and borrowings in a manner consistent with the purposes for which this association is formed.

(e) To review plans and specifications of proposed improvements whether they comply with the "Declaration of Covenant and Restrictions for Woods of Montechoa Property Owners' Association, Inc.";

(f) 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 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;

(g) To purchase and maintain insurance;

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

(i) To contract for services with others;

(j) 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 the Owner;

(k) 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.

Section 2. No part of the income of this corporation shall be distributed to its members, directors, or officers, although this shall not preclude the corporation from hiring employees to fulfill and perform its duties and responsibilities.

Section 3. The Association shall have a lien on all lots to guarantee performance for the payment of all charges and the performance of all covenants under the terms and conditions of these Articles of Incorporation, the By-Laws and Declaration of Restrictions and Protective Covenants.

ARTICLE III

Qualification of Members, Manner of Their Admission and Voting

Section 1. All persons owning a vested present interest, evidenced by the recordation of a proper instrument in the public records of Alachua County, Florida, in the fee title of any one of the lots or division thereof as permitted by the Declaration of Restrictions and Protective Covenants of any subdivision on or to be on the property, shall automatically be members and their membership shall automatically terminate when they no longer own such interest.

Section 2. Owners of each lot on the property shall be entitled to one (1) vote.

Section 3. Any lot in multiple ownership shall, notwithstanding such multiple ownership, only be entitled to the same vote as if singly held.

ARTICLE IV

Initial Control by Developer

Notwithstanding the other provisions contained in these articles to the contrary, Montechoa Partners, Ltd., 104 N. Main Street, Suite 300, Gainesville, Florida 32601, or their successors in interest ("Developer") shall have the right to appoint a majority of the Board of Directors until the developer relinquishes that right or ceases to be the owner of Ninety Percent (90%) of the lots situated in Woods of Montechoa. The developer, prior to relinquishing control of the association or otherwise allowing control to transfer to the directors of the association, shall provide at least 30 days written notice to the Suwannee River Water Management District that all terms and conditions placed upon the developer by permits or authorizations from the Suwannee River Water Management District have been satisfied in full and that transfer is proposed to occur on a specific date.

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 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 V

Board of Directors

Section 1. The affairs and property of this corporation shall be managed and governed by a Board of Directors of not less than three (3) members and not more than five (5) members. The initial Board shall have three (3) members. The number of directors may be changed only by the members of the Association.

Section 2. The Board of Directors shall be elected by the voting members by a majority vote at the regular annual meeting of the membership of the corporation to be held at 2:00 p.m. on the second Monday in January in each year. In the event of a vacancy, the elected members of the Board may appoint an additional Board member to serve the balance of said year. Failure to so appoint shall not in any manner prevent the remaining Board members from carrying on all the affairs of the corporation.

<u>NAME</u>	<u>POST OFFICE ADDRESS</u>
<u>C. Frederick Thompson</u>	<u>104 N. Main St., Suite 300,</u> <u>Gainesville, Florida 32601</u>
<u>George Rosko</u>	<u>104 N. Main St., Suite 300,</u> <u>Gainesville, Florida 32601</u>
<u>Joyce L. Dukes</u>	<u>104 N. Main St., Suite 300,</u> <u>Gainesville, Florida 32601</u>

ARTICLES VI

Officers

Section 1. All officers shall be elected by the Board of Directors in accordance with the By-Laws at the regular annual meeting of the Board of Directors on the second Monday in January of each year, to be held immediately following the annual meeting of the membership. The Board of Directors shall elect from among the members a president, vice president, and secretary-treasurer and such other officers as it shall deem desirable. Any two (2) or more offices may be held by the same person except for the office of President and Secretary.

Section 2. The names of the officers who shall serve until the first election at the first annual meeting of the Board area as follows:

<u>NAME</u>	<u>OFFICE</u>	<u>POST OFFICE ADDRESS</u>
<u>C. Frederick Thompson</u>	<u>President</u>	<u>104 N. Main St., Suite 300</u> <u>Gainesville, Florida 32601</u>
<u>George Rosko</u>	<u>V.Pres./Secy.</u>	<u>104 N. Main St., Suite 300</u> <u>Gainesville, Florida 32601</u>

ARTICLE VII

Term of Existence

The existence of the Association will commence upon filing of these Articles with the Department of State of the State of Florida and shall continue thereafter in perpetuity unless sooner dissolved according to law.

ARTICLE VIII

Name and Residence of Subscribers

<u>NAME</u>	<u>POST OFFICE ADDRESS</u>
<u>C. Frederick Thompson</u>	<u>623 SW 93rd Street</u> <u>Gainesville, Florida 32607</u>
<u>George Rosko</u>	<u>3520 SW 79th Terrace</u> <u>Gainesville, Florida 32607</u>
<u>Joyce L. Dukes</u>	<u>Route 2 Box 281</u> <u>Lake Butler, Florida 32054</u>

ARTICLE IX

By-Laws and Amendment of Articles

The bylaws will be adopted and may be amended by the Directors

or members, consistent with these articles and the Declaration of Restrictions and Protective Covenants of Woods of Montecocha. 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 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

Amendment to Articles of Incorporation

These Articles may be altered, amended, or repealed by resolution of the Board of Directors.

ARTICLE XI

Indemnification of Officers and Directors

Section 1. The Association hereby indemnifies any director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

(a) Whether civil, criminal, administrative or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity as director or officer of the Association, or in his capacity as director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other

enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceedings by judgment, order, settlement, conviction or upon plea of nolo contendere or its equivalent shall not in itself create a presumption that any such director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

(b) By or in the right of the Association to procure a judgment in its favor by reasons of his being or having been a director or officer of the Association, or by reasons of his being or having been a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court, administrative agency or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal

shall deem proper.

Section 2. The Board of Directors shall determine whether amounts for which a director or officer seeks indemnification were properly incurred and whether such director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such act was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding.

Section 3. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

ARTICLE XII

Transaction in which Directors or Officers are Interested

Section 1. No contract or transaction between the Association and one or more of its directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No director or officer of the Association shall incur liability by reasons of the fact that he is or may be interested in any such contract or transaction.

Section 2. Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XIII

Dissolution of the Association

Section 1. 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 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 nor 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.

Section 2. Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

(a) The common areas on the property owned by the Association shall be conveyed to the lot owners, by deed from the Association or successors to the Association. The deed shall convey to each lot owner an undivided share in and to the common areas.

(b) Other real property contributed to the Association without the receipt of other than nominal consideration by the Developer shall be conveyed to the Developer unless he refuses to accept the conveyance (in whole or in part).

(c) Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.

(d) Remaining assets shall be distributed to the lot owners, including the Developer, in the same proportion as set forth in Article XIII, paragraph 2 (a) above.

ARTICLE XIV

100-Year Flood Prone Areas

Areas of properties within the 100-Year Flood Plain as shown on the plat are prone to severe flooding (a one percent probability of flooding in any year). Development on such properties may be subject to special regulation (based on the minimum standards of the Federal Emergency Management Agency, National Flood Insurance Program) which requires that structures be elevated at least one foot above the 100-year flood levels. Such development may require special surveying, engineering, or architectural design to insure that flood hazard is not increased by the development.

ARTICLE XV

10-Year Flood Prone Areas


Areas of properties within the 10-Year Flood Plain as shown on the plat 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).

ARTICLE XVI

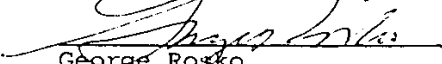
Designation of Registered Agent

In accordance with Section 48.091, 1971 Florida Statutes, C. Frederick Thompson, is hereby designated as the Registered Agent for service of process within the State of Florida, 104 N. Main Street, Suite 300, Gainesville, Florida 32601.

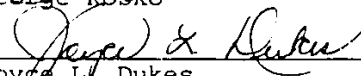
IN WITNESS HEREOF, the said subscribers have hereunto set their hands and seals this 5th day of August, 1996.


C. Frederick Thompson

(SEAL)


George Rosko

(SEAL)


Joyce L. Dukes

(SEAL)

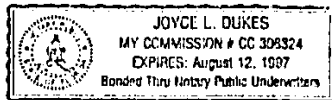
STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared C. FREDERICK THOMPSON who is personally known to me and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of August, 1996.

Joyce L. Dukes
NOTARY PUBLIC

(STAMP)



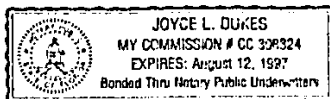
STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledge, personally appeared GEORGE ROSKO who is personally known to me and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of August, 1996.

Joyce L. Dukes
NOTARY PUBLIC

(STAMP)



STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledge, personally appeared JOYCE L. DUKES who is personally known to me and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of August, 1996.

Joyce L. Dukes
NOTARY PUBLIC

(STAMP)



EXHIBIT "1"

LEGAL DESCRIPTION:

All of the Northeast 1/4 of Section 15, Township 8 South, Range 20 East, lying West of County Road 225, LESS and EXCEPT the Right-of-Way (R/W) for County Road 340, and LESS and EXCEPT the following strip of land.

Beginning at the Northwest corner of the said East 1/2 of Section 15 as marked by 1/2 " rebar stamped Flowers L.B. 4665; thence N 8758 Min 01 Sec E, along the North line of said Section 15, a distance of 81.00 feet to a 4" x 4" Concrete Monument, I.D. No. 2548 thence South 0120 Min 26 Sec E, a distance of 1794.35 feet to a 4" x 4" Concrete Monument, I.D. No. 2548 and the North R/W line of C.R. 340; thence N 8346 Min 04 Sec W, along the said R/W line, 32.10 feet to a 5/8 " rebar I.D. No. 2548 and the West line of the said 1/2 of Section 15; thence N 0254 Min 54 Sec W, along the said West line, 1789.82 feet to the P.O.B.

Containing 176.12 Acres Net

EXHIBIT 2

PLAT

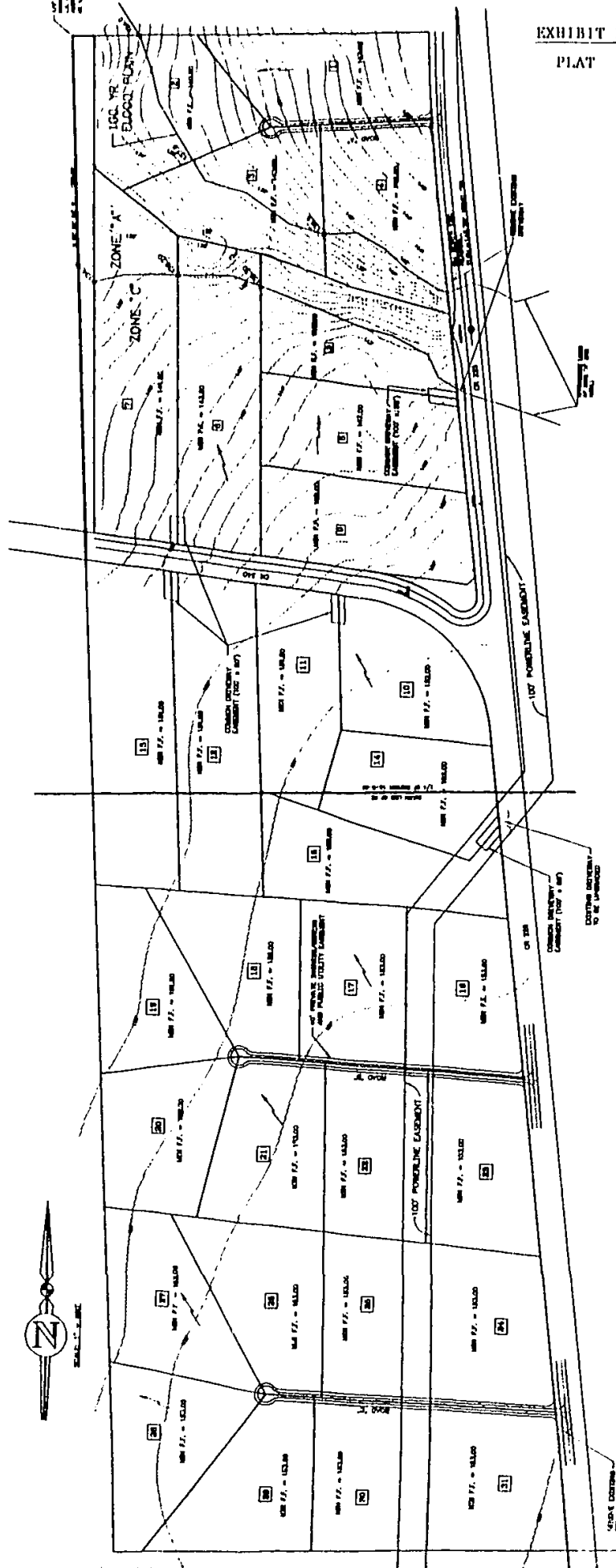


EXHIBIT 3

ACCEPTANCE OF REGISTERED AGENT

I, C. FREDERICK THOMPSON, hereby accept the designation as Registered Agent for service of process upon WOODS OF MONTEOCHA PROPERTY OWNERS' ASSOCIATION, INC., a corporation not for profit, within the State of Florida, in accordance with Section 48.091, Florida Statutes.

DATED this 3rd day of August, 1996.



C. FREDERICK THOMPSON

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TALLAHASSEE, FLORIDA

EXHIBIT 4

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

FOR

WOODS OF MONTEOCHA SUBDIVISION

THIS Declaration of Restrictions and Protective Covenants for WOODS OF MONTEOCHA SUBDIVISION as per the Plat thereof recorded in Plat Book _____ Pages _____ of the Public Records of Alachua County, Florida (hereinafter referred to as the "Protective Covenants"), is made this 9 day of August, 1996, by MONTEOCHA PARTNERS, LTD., hereinafter referred to as the "Developer"), the owner of the real property subject to these Protective Covenants and more particularly described hereinbelow, said real property being referred to as "Woods of Monteochoa Subdivision";

WHEREAS, the Developer is the owner in fee simple of the following described real property:

See attached Exhibit "A", which is by reference incorporated herein and made a part hereof.

WHEREAS, the Developer intends to develop all or portions thereof as part of a subdivision to be known as Woods of Monteochoa;

NOW THEREFORE, in consideration of the premises and covenants herein contained, the Developer hereby declares that said real property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, regulations, burdens and liens hereinafter set forth. These Protective Covenants shall constitute a covenant running with the land and shall be binding upon the undersigned and upon all persons deraining title through the undersigned. These Restrictions and Protective Covenants, during their lifetime, shall be for the benefit of and a limitation upon all present and future owners of the above-described real property, their heirs, personal representatives, successors, grantees and assigns.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to the Woods of Monteochoa Property Owners' Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot which is a part of the properties, including contract buyers, but excluding those who have 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 as provided in Article VI.

Section 4. "Common Areas" shall mean all real properties owned by the Association for the common use of the owners as described on Exhibit B, which is by this reference incorporated herein and made a part hereof. Common areas refer specifically to the roadways and roadway easements. "Roadways and Roadway Easements" are identified on the Plat of Woods of Monteochoa as Roadway A, Roadway B, and Roadway C.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Properties, and being identified by number.

Section 6. "Member" shall mean and refer to all those owners who are members of the Association as provided in Article III hereof.

Section 7. "Developer" shall mean and refer to Montecocha Partners, Ltd. its heirs, successors and assigns.

ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Areas and the right of ingress and egress over all easements maintained by the Association within the Properties, which rights shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

The right of the Association to adopt and publish rules and regulations governing the use of the Common Areas or Properties owned or maintained by the Association and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas or easements to the members of his family, his tenants, his guests or contract purchasers.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Each 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 owner of each lot shall automatically be a member of the Association, provided, however, that where any lot is owned by more than one person, one of the said lot owners shall be designated to exercise all of the rights of membership on behalf of the owners of said lot.

Section 3. In the event the record owner of any lot is a corporation or other entity, such entity shall designate one of its officers or representatives as agent to exercise all of the rights of membership on behalf of the owner of said lot.

Section 4. Each lot shall be entitled to one vote at every duly called meeting of the members of the Association, including one vote in electing directors to serve on the Board of Directors of the Association.

Section 5. Notwithstanding any of the provisions hereinabove, or provisions of the charter, bylaws or other rules or regulations of the Association, the Developer shall be entitled to have absolute and complete voting control with respect to the Association and, until ninety (90) percent of the lots is conveyed, to elect all directors and officers thereof.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed or agreement for deed therefor, whether or not it shall be so expressed in such instrument, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, and (2) special assessments for capital improvements, such assessment to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be charges on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the owners of the Properties and for the improvement and maintenance of the roadway and easements situated in the Properties, including but not limited to:

(a) 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 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.

(b) Payment of operating expenses of said Association, which shall include payment of insurance premiums on all insurance hereinafter acquired by the Association.

(c) Lighting, improvement and beautification of roadways and roadway easements areas, and the acquisition, maintenance, repair and replacement of directional markers, signs and traffic control devices.

(d) Management, maintenance, improvement and beautification of roadway easement areas and roadway.

(e) Doing any other thing necessary or desirable, in the judgment of the said Association, to keep the Properties neat and attractive or to preserve or enhance the value of the properties herein, or to eliminate fire, health or safety hazards, which in the judgment of the Association may be of general benefit to the owners or occupants of lands included in the development.

(f) Repayment of funds, and interest thereon, borrowed by the Association.

Section 3. Notice and Quorum for any Action Authorized under Section 2. Written notice of any meeting called for the purpose of taking any action authorized under Section 3(b) of this Article IV shall be sent to all members not less than 30 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 30 days following the preceding meeting.

Section 4. Uniform Rate of Assessment. Except as may be set forth in Section 3 above, both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on an annual or more frequent basis.

Section 5. 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 January, 1997 for the 1997 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 assessments on a specified lot have been paid.

Section 6. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate then permitted under Florida law. The Association may bring an action at law against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas, easements or roads, or abandonment of his lot.

Section 7. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE V RESTRICTIVE COVENANTS

1. No permanent dwelling shall be permitted which has a ground floor area, exclusive of open porches or garage, of less than Seven Hundred and Twenty (720) square feet. Mobile homes shall be allowed provided they are less than five (5) years old (age shall be defined as 5 years from original titling and setup date) when placed on the lot and provided they meet the size requirement of 720 square feet as required above, and provided they are constructed with wooden or lapped siding (non-metallic in appearance) and asphalt shingle (non-metallic in appearance). All mobile homes must be underskirted within six months of being placed on the property and must be set up and maintained in a neat and orderly fashion.

2. Trash, junk, garbage and abandoned automobiles may be removed by the Association from any lot at the sole expense of the owner of said lot, if such is not removed by the owner within thirty (30) days of receipt of written notice from the Association, mailed to the owner by certified or registered mail.

3. Travel trailers, campers, motor homes and tents shall not be permitted to remain on any lot permanently, but may be used temporarily, (not to exceed 120 days in any calendar year); however, an owner with a permanent dwelling on his lot will be allowed to maintain or park a travel trailer or motor home on his land. Provided, however, that in no event shall use or maintenance of any travel trailer, camper, motor home or tent be permitted within 150 feet of any road.

4. No trade or business, nor any noxious or offensive activity, shall be carried on upon the herein-described lots which may be or may become an annoyance or nuisance to the owners of said property.

5. No hunting or discharge of firearms shall be permitted upon any lot within the subdivision, nor any roads or common areas therein.

6. The principal building, accessory buildings, and other land uses shall be located so as to comply with the Alachua County rural agricultural subdivision ordinance.

7. No further subdivision of any lot shall be permitted without full compliance with all Alachua County regulations.

8. Roadway and roadway easements are set aside for common ownership and maintenance. The maintenance and material responsibility for the roadway and roadway easements shall be borne by the lot owner using the roadway. The easement shall be a minimum of 40 feet in width. The easement shall be cleared to a minimum required for emergency vehicle access and provision for utilities.

9. The roadways are private and are neither dedicated to nor accepted by Alachua County and that the maintenance of the road is not the responsibility of Alachua County, regardless of use by public service vehicles.

10. No outdoor sanitary facilities will be permitted, and each residence and/or mobile home shall be equipped with a standard Florida Board of Health approved septic tank and drainfield prior to occupancy thereof.

11. No junk or salvage material shall be collected or placed on the premises which are within this subdivision.

12. Tracts must be kept clean and free of unsightly refuse or structures.

13. All state, county and local regulations that are now and in the future may be in effect must be complied with as they affect this subdivision, whether consistent or in conflict with these restrictions.

14. The Developer, its successors or assigns, reserves the right to dedicate an easement ten (10) feet wide along and adjacent to all side lot or tract lines and twenty (20) feet wide along and adjacent to all roads, front and rear lot or tract lines for drainage and public utilities purposes to any proper party as may be desirable or required in order to provide and serve the subdivision (or lot(s) within the subdivision) with same.

15. In the event of a violation or breach of any of these Protective Covenants by any person or concern claiming by, through or under the Developer, or by virtue of any judicial proceedings, the Association, owner of a lot located on the hereinabove-described real property, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Association shall have the right, whenever there shall have been built on any lot in the Subdivision any structure which is in violation of the Restrictions and Protective Covenants, to enter upon the property where such violation exists and summarily abate or remove the same at the sole expense of the owners, and such entry or abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach, or as to any breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement.

16. No person shall alter or fill any ditch or drainage system located within the subdivision without the prior consultation and compliance with the appropriate governmental regulatory agency. The installation, repair, purchase and maintenance of driveway culverts, if any are used, shall be the responsibility of the lot owner, who must obtain a permit for the

installation and specification regarding same from appropriate authorities of Alachua County.

17. Any areas of properties located within the 100 year flood plain as shown on the plat are prone to severe flooding. Development on such properties may be subject to special regulation (based on the minimum standards of the Federal Emergency Management Agency, National Flood Insurance Program) which requires that structures be elevated at least one foot above the 100-year flood levels. Such development may require special surveying, engineering or architectural design to insure that flood hazard is not increased by the development.

18. Any areas of properties located within the 10 year flood plain as shown on the plat 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).

ARTICLE VI PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Alachua County, Florida and has been hereinbefore described in the "WHEREAS" provision on the first page hereof, and is by this referenced incorporated herein.

Section 2. Additions to Existing Property. Additional land may become subject to this Declaration by recordation of additional or supplemental declarations containing essentially the same substance as the instant Declaration, in the sole discretion of the Developer. Any subsequent or supplemental Declaration of Restrictions and Protective Covenants shall interlock all rights of members to the Association to the end that all rights resulting to members of the Association shall be uniform as between all lands or properties covered hereby.

Section 3. General Provisions Regarding Additional Property. In the event additional property is added to the terms and provisions of this Declaration of Restrictions and Protective Covenants, no addition shall revoke or diminish the rights of the owners of the properties to the utilization of the common areas and easements as established hereunder, except to grant to the owners of the properties being added the right to use the common areas and easements as established hereunder.

ARTICLE VII AMENDMENT BY DEVELOPER

The Developer reserves and shall have the sole and exclusive right without notice to amend these Covenants and Restrictions for the limited purpose of curing any scrivener's error, ambiguity in or inconsistencies between the provisions contained herein.

ARTICLE VIII ADDITIONAL COVENANTS AND RESTRICTIONS

No property owner, without the prior written approval of the Developer and the Association, may impose any additional covenants or restrictions on the properties or any additions thereto as may hereinafter be made pursuant to Article VI hereof.

ARTICLE IX GENERAL PROVISIONS

Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 2. 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 of this Declaration is recorded in the public records, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by the owners of a majority of the lots. Any amendment must be recorded.

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 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.

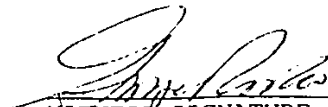
ARTICLE X
DISSOLUTION OF ASSOCIATION

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 by the association or the owners in common, will be dedicated to and accepted for maintenance by the appropriate unit of government, or otherwise transferred to and accepted for maintenance by an approved entity. Dedication or approval must be authorized by the Suwannee River Water Management District through modification of any and all permits or authorizations issued by the Suwannee River Water Management District. Such modification shall be made under the lawfully adopted rules of the Suwannee River Water Management District in effect at the time of application for such modification.

IN WITNESS WHEREOF, this Declaration of Restrictions and Protective Covenants for the real property herein-described, has been executed by the Developer named on the first page hereof as of the day and year first above set forth.

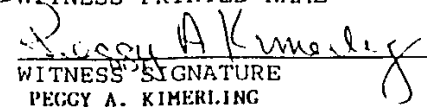
Signed, sealed and delivered
in the presence of:

MONTEOCHA PARTNERS, LTD.
SCOTT-GRANT CORPORATION,
GENERAL PARTNER



WITNESS SIGNATURE
GEORGE KOSKO

WITNESS PRINTED NAME



WITNESS SIGNATURE
PEGGY A. KIMERLING

WITNESS PRINTED NAME

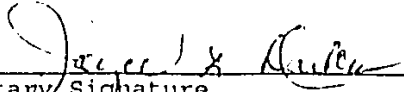
BY: 

C. FREDERICK THOMPSON, PRESIDENT

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 C. FREDERICK THOMPSON, known to me to be the President of SCOTT-GRANT CORPORATION, General Partner, MONTEOCHA PARTNERS, LTD., the entity in whose name the foregoing instrument was executed, and that he severally acknowledged executing the same for such corporate general partner, freely and voluntarily, under authority duly vested in them by said corporation, that he is personally known to me and that an oath was not taken.

Witness my hand and official seal in the County and State last aforesaid this 9th day of August, 1996.


Notary Signature

JOYCE L. DUKES

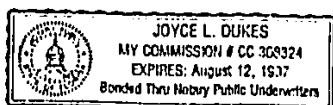


EXHIBIT "B"

To Declaration of Restrictions and Protective Covenants for Woods of Montechoa Subdivision.

That area of Woods of Montechoa Subdivision to be dedicated to the Woods of Montechoa Property Owners' Association shall be any lands within the boundary of the plat which is not designated as an individual lot and designated on Exhibit "A" of the plat as Road A, Road B, and Road C.

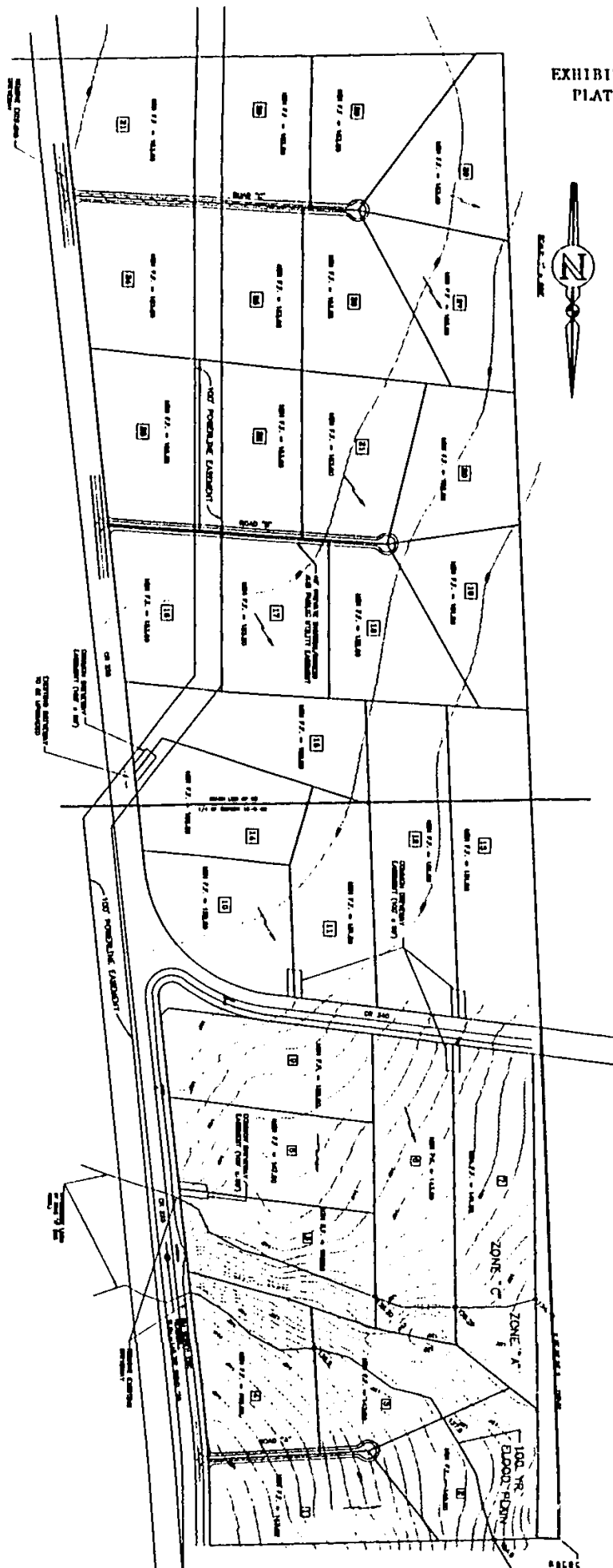


EXHIBIT "A"

To Declaration of Restrictions and Protective Covenants for
Woods of Montecocha Subdivision.

DESCRIPTION:

All of the Northeast 1/4 of Section 15, Township 8 South, Range 20
East, lying West of County Road 225, LESS and EXCEPT the Right-of-
Way (R/W) for County Road 340, and LESS and EXCEPT the following
strip of land.

Beginning at the Northwest corner of the said East 1/2 of
Section 15 as marked by 1/2 " rebar stamped Flowers L.B. 4665;
thence N 8758 Min 01 Sec E, along the North line of said
Section 15, a distance of 81.00 feet to a 4" x 4" Concrete
Monument, I.D. No. 2548 thence South 0120 Min 26 Sec E, a
distance of 1794.35 feet to a 4" x 4" Concrete Monument, I.D.
No. 2548 and the North R/W line of C.R. 340; thence N 8346 Min
04 Sec W, along the said R/W line, 32.10 feet to a 5/8 " rebar
I.D. No. 2548 and the West line of the said 1/2 of Section 15;
thence N 0254 Min 54 Sec W, along the said West line, 1789.82
feet to the P.O.B.

Containing 176.12 Acres Net