

N98000000 7034



December 9, 1998

Letter of Transmittal

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

800002710148--6
-12/11/98--01061--013
*****70.00 *****70.00

Re: Articles of Incorporation
Monteocha Creek, Units I and II
Property Owners' Association

Dear Sir:

Enclosed is one original and one copy of the Articles of Incorporation for Monteocha Creek, Units I and II, Property Owners' Association. Also enclosed is a check in the amount of \$70.00, filing fee for a corporation not for profit.

Sincerely,

C. Frederick Thompson

Enclosures

CFT/jld

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
99 DEC 11 AM 8:23

First Union Bank Building
104 N. Main Street
Suite 300
Gainesville, Florida 32601
Telephone: 352/378-4814
Facsimile: 352/335-2905

B. BROCK DEC 14 1998

ARTICLES OF INCORPORATION
OF
MONTEOCHA CREEK , UNITS I AND II
PROPERTY OWNERS' ASSOCIATION, INC.

(A corporation not for profit)

ARTICLE I

Name and Principal Office

The name of this corporation shall be MONTEOCHA CREEK, UNITS I AND II 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 Montechoa Creek, Units I and II Property Owners' Association, Inc." (See Exhibit "2");

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DIVISION OF CORPORATIONS
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(f) The Association is organized for the purpose of operating and managing... wetlands or wetland mitigation areas which are owned or controlled by the Association or owners in common;

(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, Montecocha 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 Montecocha Creek, Units I and II. 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 November 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 November 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 Montecocha Creek, Units I and II. These articles may be altered, amended, or repealed by resolution of the Board of Directors. Amendments to articles or bylaws which directly or indirectly impact operation and maintenance of the surfacewater management system, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetlands and wetland mitigation areas which are owned or controlled by the association or the owners in common, may be made after approval by the Suwannee River Water Management District. Such approval shall be in the form of a modification to any and all permits issued by the Suwannee River Water Management District under the lawfully adopted rules of the Suwannee River Water Management District in effect at the time of application for such

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

ARTICLE X

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 of 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 action 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 XI

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 XII

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 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.

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).

© 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 XIII

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 XIV

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 XV

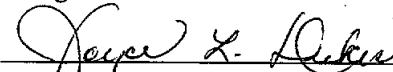
Designation of Registered Agent

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 16 day of November, 1998.


C. Frederick Thompson (SEAL)

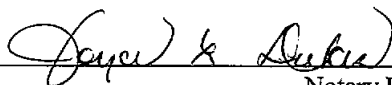

George Rosko (SEAL)


Joyce L. Dukes (SEAL)

STATE OF FLORIDA
COUNTY OF ALACHUA

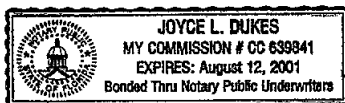
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared C. FREDERICK THOMPSON who is personally known to me and who executed the foregoing instrument and acknowledged before me that he executed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

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of November, 1998.



Notary Public

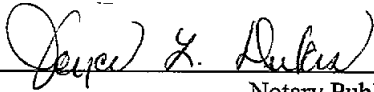
(STAMP)



STATE OF FLORIDA
COUNTY OF ALACHUA

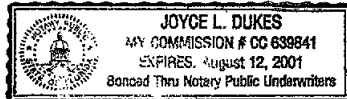
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledge, personally appeared GEORGE ROSKO who is personally known to me and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of November, 1998.



Notary Public

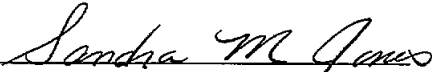
(STAMP)



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 16 day of November, 1998.



Notary Public

(STAMP)



Sandra M. Jones
MY COMMISSION # CC641587 EXPIRES
April 24, 2001
BONDED THRU THEY FAIR INSURANCE, INC.

UNIT I - DESCRIPTION:

All that part of the East 3/4 of Section 22, Township 8 South, Range 20 East, Alachua County, Florida, lying west of County Road #225, LESS and EXCEPT the following described parcel of land: Commence at the SE Corner of said Section 22, thence S 86 Deg 30'35" W, along the south line of said Section 22, a distance of 590.10 feet to the West right-of-way (R/W) line of County Road 225; thence N 06 Deg 47'04" W, along the said R/W line, as a basis of bearing, 1685.13 feet; thence S 83 Deg 12'56" W, a distance of 100.00 feet to the Point-of-beginning (POB); thence S 06 Deg 47'04" E a distance of 216.96 feet; thence S 89 Deg 44'10" W, a distance of 211.37 feet; thence S 06 Deg 47'04" E, a distance of 420.72 feet; thence S 12 Deg 22'45" W, a distance of 430.42 feet; thence S 89 Deg 44'10" W, a distance of 431.55 feet; thence N 12 Deg 22'45" E, a distance of 430.44 feet; thence N 06 Deg 47'04" W, a distance of 632.10 feet; thence S 89 Deg 44'10" W, a distance of 330.40 feet; thence South 855.00 feet; thence N 81 Deg 59'58" W, a distance of 424.13 feet; thence North, 1604.00 feet; thence N 49 Deg 17'22" E, a distance of 138.80 feet; thence N 89 Deg 44'10" E, a distance of 314.79 feet; thence South, 840.00 feet; thence N 89 Deg 44'10" E, a distance of 332.08 feet; thence S 06 Deg 47'04" E, a distance of 60.38 feet; thence N 89 Deg 44'10" E, a distance of 548.96 feet to the P.C. of a curve concave to the North having a radius of 630.00 feet; and a central angle of 06 Deg 31'14"; thence easterly along the arc of the said curve, 71.70 feet to the point-of-tangency; thence N 83 Deg 12'56" E, a distance of 13.05 feet to the POB.
CONTAINING: 374.62 acres and subject to an existing 100 foot wide power line easement.

UNIT II - DESCRIPTION:

Part of the East 3/4 of Section 22, Township 8 South, Range 20 East, Alachua County, Florida, lying west of County Road #225, more particularly described as follows: Commence at the SE Corner of said Section 22, thence S 86 Deg 30'35" W, along the south line of said Section 22, a distance of 590.10 feet to the West right-of-way (R/W) line of County Road 225; thence N 06 Deg 47'04" W, along the said R/W line, as a basis of bearing, 1685.13 feet; thence S 83 Deg 12'56" W, a distance of 100.00 feet to the Point-of-beginning (POB); thence S 06 Deg 47'04" E a distance of 216.96 feet; thence S 89 Deg 44'10" W, a distance of 211.37 feet; thence S 06 Deg 47'04" E, a distance of 420.72 feet; thence S 12 Deg 22'45" W, a distance of 430.42 feet; thence S 89 Deg 44'10" W, a distance of 431.55 feet; thence N 12 Deg 22'45" E, a distance of 430.44 feet; thence N 06 Deg 47'04" W, a distance of 632.10 feet; thence S 89 Deg 44'10" W, a distance of 330.40 feet; thence South 855.00 feet; thence N 81 Deg 59'58" W, a distance of 424.13 feet; thence North, 1604.00 feet; thence N 49 Deg 17'22" E, a distance of 138.80 feet; thence N 89 Deg 44'10" E, a distance of 314.79 feet; thence South, 840.00 feet; thence N 89 Deg 44'10" E, a distance of 332.08 feet; thence S 06 Deg 47'04" E, a distance of 60.38 feet; thence N 89 Deg 44'10" E, a distance of 548.96 feet to the P.C. of a curve concave to the North having a radius of 630.00 feet and a central angle of 06 Deg 31'14"; thence, easterly along the arc of the said curve, 71.70 feet to the point-of-tangency; thence N 83 Deg 12'56" E, a distance of 13.05 feet to the POB.
CONTAINING: 28.38 acres and subject to an existing 100 foot wide power line easement.

ACCEPTANCE OF REGISTERED AGENT

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

DATED this 16 day of November, 1998.


C. FREDERICK THOMPSON

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

That area of Montechoa Creek Subdivision to be dedicated to the Montechoa Creek 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 "C" as Road B, Road C and Road D in Unit I and Road F, Road G, and Road I in Unit II.

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

FOR

MONTEOCHA CREEK SUBDIVISION
UNIT I and UNIT IICIRCUIT COURT CLERK
J.K. "Buddy" Irby
ALACHUA COUNTY, FL
Date 11/23/1998 15:18
Document ID 1575792
Book/Page 2203/ 482

THIS Declaration of Restrictions and Protective Covenants for MONTEOCHA CREEK SUBDIVISION as per the Plat thereof for Unit I recorded in Plat Book U Pages 13, 14 and for Unit II recorded in Plat Book U Page 15 of the Public Records of Alachua County, Florida (hereinafter referred to as the "Protective Covenants"), is made this 23rd day of November, 1998, 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 "Monteocha Creek 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 Monteocha Creek;

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 Monteocha Creek 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 VII.

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 exclusively to the common driveway easements. "Roadways and Roadway Easements" are identified on Exhibit B as Roadway B, Roadway C and Roadway D, and Monteocha Creek Unit II as Roadway F, Roadway G, Roadway H and Roadway I. These will have street numbers on the plat.

Section 5. "Limited Common Areas" and "Conservation Easement Areas" shall mean all real properties not owned by the Association and not for the use of any owner other than the record owner of such real properties described as Exhibit C.

Section 6. "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.

George Rosko
104 N. Main St., Suite 300
Gainesville, FL 32601



Section 7. "Member" shall mean and refer to all those owners who are members of the Association as provided in Article III hereof.

Section 8. "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 driveway 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 or controlled by the association or the owners in common in a manner consistent with the permit issued by the Suwannee River Management District, the operation and maintenance plan and the local government jurisdiction.
- (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 common driveway easement areas, and the acquisition, maintenance, repair and replacement of directional markers, signs and traffic control devices.
- (d) Management, maintenance, improvement and beautification of common driveway easement areas.
- (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 Article V Section 12, 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, 1999 for the 1999 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. Architectural Control. For the purpose of insuring the development of the lands and the subdivision as a residential area of high standards, no building improvement, entrance, driveway or other improvement shall be allowed to be erected, placed or altered until a construction plan and specifications shall have been approved in writing by an architectural committee, or its successors, as to the exterior design with existing structures and as to the location with respect to other lots. The architectural committee shall initially have two (2) members, who shall be C. FREDERICK THOMPSON and GEORGE ROSKO and whose members shall continue to be designated by DEVELOPER, until such time as the DEVELOPER retains title to fewer than two (2) lots, or voluntarily relinquishes control, whichever shall first occur. The Committee may designate one of its members to act as a representative for the Committee. The Architectural Control Committee shall have thirty (30) days after receiving appropriate plans and specifications to approve or disapprove same, and a failure to render a finding within that time period shall result in an exemption for said plans and specifications to receive approval and this covenant shall be deemed to have been fully complied with. In the event a residence or other improvement has been erected or its construction substantially advanced in violation of the terms of this covenant, the Association shall have the right of redress in a Court of competent jurisdiction, including the right of injunction and/or damages incurred by the Association to correct the violation, and the Lot Owner shall be responsible for all Court costs and attorney's fees incurred in such action. In the event a violation occurs which in the opinion of the committee is of a minor or insubstantial nature, it may release the Lot or portions thereof from the application of the covenants and restrictions set forth herein but such a finding must be agreed to unanimously by the members of the Architectural Control Committee.

2. Single Family Structures Only. No permanent dwelling shall be permitted which has a ground floor area, exclusive of open porches or garage, of less than eleven hundred fifty-two (1152) square feet. Manufactured multi-sectioned homes shall be allowed provided they are new, underskirted, set up and maintained in a neat and orderly fashion.

3. Maintenance. All lots, tracts or parcels in the subdivision shall be kept in a good and reasonable state of repair and appearance, as comparable to similar subdivisions in the surrounding area and no waste or damage to the premises shall be allowed to continue unremoved or unrepaired. Any Lot Owner shall have thirty (30) days from the date of written notice from the Board of Directors of the Architectural Control Committee as to a lack of maintenance and if reasonable steps are not taken within that time period to correct the condition, the Association shall be entitled to undertake corrective measures with the reasonable cost thereof to be an obligation of the Lot Owner in accordance with the Assessment and Lien Procedure set forth elsewhere herein.

4. Animals. The Owner(s) of any Lot or Lots may keep and maintain upon his/her property normal household pets. No livestock of any kind, except horses and cows, the number of which do not exceed in the aggregate one such animal per acre of land located within such Lot. No poultry or other animals of any kind shall be kept or allowed on the Lots, or any portion thereof.

5. Antenna/Satellite Dish. Each Lot shall be entitled to maintain one (1) exterior satellite dish, provided that the location thereof shall be no nearer to the nearest street than the center of the Lot. Each Lot Owner shall submit a rendering of the intended satellite dish to the Architectural Control Committee for prior approval, with the intention that said dish shall be designed to provide minimum visibility and exposure to streets, vehicle traffic and neighbors. One (1) radio and television antenna shall be permitted per Lot, with the condition that said antenna be located in accordance with the specifications just referred to as to satellite dishes.

6. Storage and Storage Facilities. Horse trailers, travel trailers, recreational vehicles, boats, boat trailers, tractors and any other motorized vehicle to be kept upon a Lot shall be maintained in an area of the Lot so as to restrict visibility from any street and any storage facility to be used for the storage thereof shall be erected after prior approval by the Architectural Control Committee.

7. Exclusion for Business Purpose/Nuisances. 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.

8. Hunting/Signs. No hunting or discharge of firearms shall be permitted upon any Lot within the subdivision, nor any roads or common areas therein. No signs of any character shall be displayed or placed on any part of the property except "For Sale" signs.

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

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

11. Roadways. Common driveway easements are set aside for common ownership and maintenance. The maintenance and material responsibility for the common driveway easements shall be borne by the lot owner using the easement. 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. Certain roadways within Montecocha Creek shown on the plat as "Common Driveway Easement" are private and are neither dedicated to nor accepted by Alachua County and that the maintenance of such private roadways is not the responsibility of Alachua County, regardless of use by public service vehicles.

ARTICLE VI GENERAL RESTRICTIONS

1. 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.

2. 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.

3. 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.

4. 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/owners with lots having driveways along a publicly maintained road, who must obtain a permit for the installation and specification regarding same from appropriate governmental authorities.

5. 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.

6. 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 VII 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 VIII 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 IX 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 Articles V and VI hereof.

ARTICLE X 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 in perpetuity from the date this Declaration is recorded in the public records. This Declaration may be amended by an instrument signed by the owners of a majority of the lots and approved by the appropriate governmental authorities. Any amendment must be recorded.

Amendments to articles or bylaws which directly or indirectly impact the maintenance, repair, replacement, operation and care for... wetlands or wetland mitigation areas which are owned or controlled by the Association owners in common, may be made after approval by the Suwannee River Water Management District and local government jurisdiction. . 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 XI
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 approved by the local government jurisdiction. 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.
THOMPSON PROPERTY MANAGEMENT
CORPORATION, GENERAL PARTNER



WITNESS SIGNATURE
George Rosko

WITNESS PRINTED NAME




WITNESS SIGNATURE
Joyce L. Dukes

WITNESS PRINTED NAME

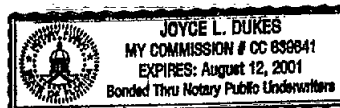
STATE OF FLORIDA
COUNTY OF ALACHUA

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 THOMPSON PROPERTY MANAGEMENT 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 23 day of November, 1998.



Joyce L. Dukes - Notary Public



UNIT I - DESCRIPTION:

All that part of the East 3/4 of Section 22, Township 8 South, Range 20 East, Alachua County, Florida, lying west of County Road #225, LESS and EXCEPT the following described parcel of land: Commence at the SE Corner of said Section 22, thence S 86 Deg 30'35" W, along the south line of said Section 22, a distance of 590.10 feet to the West right-of-way (R/W) line of County Road 225; thence N 06 Deg 47'04" W, along the said R/W line, as a basis of bearing, 1685.13 feet; thence S 83 Deg 12'56" W, a distance of 100.00 feet to the Point-of-beginning (POB); thence S 06 Deg 47'04" E a distance of 216.96 feet; thence S 89 Deg 44'10" W, a distance of 211.37 feet; thence S 06 Deg 47'04" E, a distance of 420.72 feet; thence S 12 Deg 22'45" W, a distance of 430.42 feet; thence S 89 Deg 44'10" W, a distance of 431.55 feet; thence N 12 Deg 22'45" E, a distance of 430.44 feet; thence N 06 Deg 47'04" W, a distance of 632.10 feet; thence S 89 Deg 44'10" W, a distance of 330.40 feet; thence South 855.00 feet; thence N 81 Deg 59'58" W, a distance of 424.13 feet; thence North, 1604.00 feet; thence N 49 Deg 17'22" E, a distance of 138.80 feet; thence N 89 Deg 44'10" E, a distance of 314.79 feet; thence South, 840.00 feet; thence N 89 Deg 44'10" E, a distance of 332.08 feet; thence S 06 Deg 47'04" E, a distance of 60.38 feet; thence N 89 Deg 44'10" E, a distance of 548.96 feet to the P.C. of a curve concave to the North having a radius of 630.00 feet; and a central angle of 06 Deg 31'14"; thence easterly along the arc of the said curve, 71.70 feet to the point-of-tangency; thence N 83 Deg 12'56" E, a distance of 13.05 feet to the POB.
CONTAINING: 374.62 acres and subject to an existing 100 foot wide power line easement.

UNIT II - DESCRIPTION:

Part of the East 3/4 of Section 22, Township 8 South, Range 20 East, Alachua County, Florida, lying west of County Road #225, more particularly described as follows: Commence at the SE Corner of said Section 22, thence S 86 Deg 30'35" W, along the south line of said Section 22, a distance of 590.10 feet to the West right-of-way (R/W) line of County Road 225; thence N 06 Deg 47'04" W, along the said R/W line, as a basis of bearing, 1685.13 feet; thence S 83 Deg 12'56" W, a distance of 100.00 feet to the Point-of-beginning (POB); thence S 06 Deg 47'04" E a distance of 216.96 feet; thence S 89 Deg 44'10" W, a distance of 211.37 feet; thence S 06 Deg 47'04" E, a distance of 420.72 feet; thence S 12 Deg 22'45" W, a distance of 430.42 feet; thence S 89 Deg 44'10" W, a distance of 431.55 feet; thence N 12 Deg 22'45" E, a distance of 430.44 feet; thence N 06 Deg 47'04" W, a distance of 632.10 feet; thence S 89 Deg 44'10" W, a distance of 330.40 feet; thence South 855.00 feet; thence N 81 Deg 59'58" W, a distance of 424.13 feet; thence North, 1604.00 feet; thence N 49 Deg 17'22" E, a distance of 138.80 feet; thence N 89 Deg 44'10" E, a distance of 314.79 feet; thence South, 840.00 feet; thence N 89 Deg 44'10" E, a distance of 332.08 feet; thence S 06 Deg 47'04" E, a distance of 60.38 feet; thence N 89 Deg 44'10" E, a distance of 548.96 feet to the P.C. of a curve concave to the North having a radius of 630.00 feet and a central angle of 06 Deg 31'14"; thence, easterly along the arc of the said curve, 71.70 feet to the point-of-tangency; thence N 83 Deg 12'56" E, a distance of 13.05 feet to the POB.
CONTAINING: 28.38 acres and subject to an existing 100 foot wide power line easement.

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

That area of Montechoa Creek Subdivision to be dedicated to the Montechoa Creek Property Owners' Association shall be any lands within the boundary of the plat which are not designated as an individual lot, a Limited Common Area or Conservation Easement Area. The area to be dedicated are designated as Road B, Road C and Road D in Unit I and Road F, Road G, Road H and Road I in Unit II.

EXHIBIT "C"

SCALE: 1" = 600'

MONTEOCHA CREEK
UNITS I AND II

EXHIBIT

ENG. DENMAN & ASSOC. INC.



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